



DRIPPING SPRINGS
Texas

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, October 18, 2022 at 6:00 PM

AGENDA

CALL TO ORDER AND ROLL CALL

City Council Members

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

Staff, Consultants & Appointed/Elected Officials

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
People & Communications Director Lisa Sullivan
Public Works Director Aaron Reed
Parks & Community Services Director Andrew Binz
Community Events Coordinator Caylie Houchin

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.

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.

- 1. Approval of the October 4, 2022, City Council regular meeting minutes.**
- 2. Approval of the reappointment of Penny Reeves, Terry Polk and Todd Purcell to the Dripping Springs Ranch Park Board of Directors for terms ending September 30, 2024, and the appointment of Todd Purcell as the chair for a term of two (2) years.**
- 3. Approval of a Resolution designating Dripping Springs Century News as the Official Newspaper for the City of Dripping Springs for Fiscal Year 2022-2023, and associated Official Newspaper Agreement.**
- 4. Approval of the 2023 City of Dripping Springs Holiday Calendar.**
- 5. Approval of Payment of Fiscal Year 2022 Compensatory Time Earned to DSRP Manager Emily Nelson & DSRP Assistant Manager Lily Sellers. *Sponsor: Mayor Bill Foulds, Jr.***
- 6. Approval of an amended agreement with HDR for engineering services for the Old Fitzhugh Road TIRZ project as budgeted. *Sponsor: Mayor Pro Tem Manassian.***
- 7. Approval of a Letter of Support for the City of Bee Cave's Application to the International Dark Sky Association for International Dark Sky Community Designation. *Sponsor: Council Member Parks.***
- 8. Approval of the September 2022 City Treasurer's Report.**

BUSINESS AGENDA

- 9. Discuss and consider approval of Ordinances Amending the Tax Increment Reinvestment Zones (TIRZ) No. 1 and No. 2 updating the TIRZ Project Plans including additional parcels and additional and modified projects for TIRZ 1: Town Center TIRZ and TIRZ 2: Southwest TIRZ. *Sponsor: Mayor Pro Tem Manassian.***
- 10. Discuss and Consider Approval of a Ground Lease Agreement with Double L/Anarene for Utility Facilities. *Sponsor: Mayor Bill Foulds Jr.***

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.

- 11. Facilities and Maintenance Report**
Craig Rice, Deputy Public Works Director

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.

- 12. Consultation with City Attorney regarding legal issues related to wastewater allocation process for projects in the historic districts.** *Consultation with Attorney, 551.071*
- 13. 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

November 1, 2022, at 6:00 p.m. (CC & BOA)
November 15, 2022, at 6:00 p.m. (CC)
December 6, 2022, at 6:00 p.m. (CC & BOA)
December 20, 2022, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

October 20, 2022, Farmers Market Committee at 10:00 a.m.
October 20, 2022, Emergency Management Commission at 12:00 p.m.
October 24, 2022, Transportation Committee at 3:30 p.m.
October 24, 2022, Founders Day Commission at 6:30 p.m.
October 25, 2022, Planning & Zoning Commission at 6:00 p.m.
October 26, 2022, Economic Development Committee at 4:00 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, on **October 14, 2022, at 2:15 p.m.***

City Secretary

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



DRIPPING SPRINGS
Texas

CITY COUNCIL WORKSHOP & REGULAR MEETING City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, October 04, 2022 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 Micelle Fischer
City Attorney Laura Mueller
City Treasurer Shawn Cox
City Secretary Andrea Cunningham
Parks & Community Services Director Andy Binz
Community Events Coordinator Caylie Houchin
Farmers Market Manager Charlie Reed
Farmers Market Specialist Johnna Krantz
City Planner Warlan Rivera
Senior Planner Tory Carpenter
Planning Director Howard Koontz
TIRZ Project Manager Keenan Smith
Planning & Zoning Commission Chair Mim James

PLEDGE OF ALLEGIANCE

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

PROCLAMATIONS & PRESENTATIONS

- 1. Proclamation proclaiming October 5, 2022, as "World Teachers' Day" in the City of Dripping Springs, Texas. Sponsor: Mayor Foulds, Jr.**

Council Member King read the proclamation and presented to Dr. Karen Kidd, DSISD Assistant Superintendent of Learning and Innovation.

2. **Proclamation of the City of Dripping Springs Proclaiming the month of October 2022, as "Hill Country Night Sky Month" in the City of Dripping Springs.** *Sponsor: Council Member Sherrie Parks.*

Council Member Parks read the proclamation and presented it to Parks & Community Services Director Andrew Binz.

WORKSHOP

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

3. **Presentation and recommendation related to potential projects and additional parcels related for Tax Increment Reinvestment Zones 1 & 2.** *Sponsor: Mayor Pro Tem Manassian.*

Laura Mueller gave a presentation which is on file. Recommendations were provided by the City Council.

CITY COUNCIL

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.

Pam Owens, Dripping Springs Visitors Bureau CEO, spoke regarding the Dripping Springs Songwriters Festival.

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.

4. **Approval of the September 20, 2022, City Council regular meeting minutes.**

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

BUSINESS AGENDA

- 5. Discuss and consider the appointment of one (1) individual to the Parks & Recreation Commission as the Dripping Springs Youth Sports Association (DSYSA) representative for a term ending June 30, 2024.**

Andrea Cunningham presented the staff report which is on file. Staff recommends the appointment of Joe Wright.

A motion was made by Council Member Parks to appoint Joe Wright to Parks & Recreation Commission as the Dripping Springs Youth Sports Association (DSYSA) representative for a term ending June 30, 2024. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

- 6. Discuss and consider approval of the expansion of the Farmers Market to host a Saturday morning market. Sponsor: Council Member Sherrie Parks.**

Charlie Reed presented the staff report which is on file. Staff recommends approval of the Saturday morning market.

A motion was made by Council Member Tahuahua to approve of the expansion of the Farmers Market to host a Saturday morning market. Council Member Parks seconded the motion which carried unanimously 5 to 0.

- 7. Discuss and consider an Ordinance amending Appendix A: Article A1.000 (General Provisions) of the Dripping Springs Code of Ordinances; Amending the Dripping Springs Fee Schedule Section 3: Site Development; Section 9: Parks & Recreation; Section 15: Farmers Market; and Section 17: Dripping Springs Ranch Park. Sponsor: Council Member Sherrie Parks**

Andrew Binz presented the staff report which is on file. Staff, and the Parks & Recreation Commission and DSRP Board recommend approval of the amendments with correction to hourly rate blocks for the Founders Park Pavilion and spelling errors.

Pam Owens, DSRP Board Secretary, spoke in regarding Dripping Springs Ranch Park Agricultural Facility Fees.

A motion was made by Council Member Parks to approve an Ordinance amending Appendix A: Article A1.000 (General Provisions) of the Dripping Springs Code of Ordinances; Amending the Dripping Springs Fee Schedule Section 3: Site Development; Section 9: Parks & Recreation; Section 15: Farmers Market; and Section 17: Dripping Springs Ranch Park with staff recommendations. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2022-37

8. Public hearing and consideration of an Ordinance approving CUP2022-0004: an application for a Conditional Use Permit to allow a mobile food vendor for longer than 10 days at 501 Old Fitzhugh Road. Applicant: Nathan Pruitt

a. Applicant Presentation – Applicant was not present.

b. Staff Report – Tory Carpenter presented the staff report which is on file. Keenan Smith presented the Historic Preservation Commission recommendation. Staff and the Historic Preservation Commission recommend approval of the conditional use permit.

c. Planning & Zoning Commission Report – Mim James presented the report. The Planning & Zoning Commission recommended approval 7 to 0.

d. Public Hearing - Pam Ownes spoke in support of the conditional use permit.

e. Ordinance – A motion was made by Council Member Tahuahua to approve of an Ordinance approving CUP2022-0004: an application for a Conditional Use Permit to allow a mobile food vendor for longer than 10 days at 501 Old Fitzhugh Road with the following conditions: 1) applicant must comply with city lighting ordinances; and 2) the conditional use permit must be reviewed and approved for renewal by the City Council every two (2) years. Council Member King seconded the motion which carried 4 to 1, with Mayor Pro Tem Manassian opposed.

Filed as Ordinance No. 2022-38

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.

No reports were presented.

A motion was made by Council Member Tahuahua to adjourn into Executive Session under Texas Government Code Section 551.071, Consultation with City Attorney and Executive Session Agenda Item 9. Council Member Parks 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.

9. 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 7:42 – 7:48 p.m.

No action was taken during the Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 7:48 p.m.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

- October 18, 2022, at 6:00 p.m. (CC)
- November 1, 2022, at 6:00 pm. (CC & BOA)
- November 15, 2022, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

- October 5, 2022, DSRP Board at 11:00 a.m.
- October 6, 2022, Historic Preservation Commission at 4:00 p.m.
- October 11, 2022, Planning & Zoning Commission at 6:00 p.m.
- October 12, 2022, Utility Commission at 4:00 p.m.
- October 17, 2022 TIRZ No. 1 & No. 2 Board at 4:00 p.m.

ADJOURN

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

This regular meeting adjourned at 7:49 p.m.

APPROVED ON: October 18, 2022

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: October 18, 2022

Agenda Item Wording: **Approval of the reappointment of Penny Reeves, Terry Polk and Todd Purcell to the Dripping Springs Ranch Park Board of Directors for terms ending September 30, 2024, and the appointment of Todd Purcell as the chair for a term of two (2) years.**

Agenda Item Requestor: Andrea Cunningham, City Secretary

Summary/Background: **Section 2.04.124 Authority and Responsibilities**

- (a) Meetings. The board members shall conduct meetings once a month. Meetings shall be conducted at the Dripping Springs Ranch Park, unless otherwise deemed appropriate by the chair. The board members may hold public hearings as deemed necessary and appropriate. Other meeting times and locations can be selected by the chairperson, as deemed necessary and appropriate. All meetings are subject to the Open Meetings Act, chapter 551 of the Texas Government Code.
- (b) Policies and implementation. The board members shall advise the city council on recommended policies and application of policies for the development, operation and management of the park and event center. Policy review may be undertaken by the board member upon its own initiative, or at the direction of the city council. The chair may be asked to appear in person to report on specific issues if requested to do so by the parks and recreation commission or the city council.
- (c) Duties and responsibilities. The board shall:
 - (1) Review and make recommendations related to fees, events, forms, and policies of the Dripping Springs Ranch Park.
 - (2) Review, approve, and finalizes sponsorship agreements where the city sponsors an event in an amount in excess of what is allowed in the Dripping Springs Ranch Park Sponsorship Policy (Resolution No. 2017-63) or the city fee schedule. All sponsorships that fall within the sponsorship policy or the city fee schedule may be approved by the event center manager. All approved sponsorship agreements shall be filed with the city administrator and parks and community services director.
 - (3) Work with event center manager and parks and community services director to establish and oversee an operating budget for Dripping Springs Ranch Park, contingent upon approval of the city council.
 - (4) The board shall interview all qualified finalists seeking the event center manager position. Following interviews of the event center manager position, the board shall make recommendations to the city council stating which (if any) candidate should be engaged by the city.
 - (5) Work with DSRP event center manager and parks and community services director to provide the city council with monthly financial statements showing

income, expenditures, and profit or loss for Dripping Springs Ranch Park facilities.

- (6) Budget. The board may determine expenditures related to the Dripping Springs Ranch Park. All expenditures shall be in accordance with the city's purchasing policy, city budget, and state law. Any expenditure that has not been authorized in the budget, is in excess of the authorized amount, or in an amount in excess of what is authorized by the purchasing policy, shall be submitted to city council before the expenditure may be made. Any approved expenditure shall be submitted to the city's event center manager or the maintenance director, as appropriate, for completion of a purchase order or agreement as required by the city's purchasing policy. If city staff desires a different vendor or product for a purchase, the board and staff's recommendations will be forwarded to the city administrator by city staff. The city administrator's decision shall be final. Any completed purchase of equipment shall immediately also be reported to the city administrator for inclusion in the city's liability coverage.

Member Selection

Section 2.04.123:

- (b) Appointment and removal. Members of the board shall be appointed by the city council. Board members may be removed by the city council for any reason. Any board member absent for three or more consecutive regular meetings, or more than four regular meetings within a fiscal year, unless excused, shall be deemed to have automatically and voluntarily resigned, and thus vacated the board member's position on the board.
- (c) Terms of office. Each board member will serve a two-year term and may be reappointed upon application. Vacancies on the board may be filled by appointment of the city council for the unexpired term. Upon the creation of the board, the first three members appointed shall serve a two-year term and the other two members appointed shall serve a one-year term initially.

Membership Requirements

- There are no membership requirements for this board.

Officer Appointments

The presiding officer of the board shall be a chair appointed by the city council from among the board members. The presiding officer shall serve a term of two years.

Membership

The Board shall consist of and be governed by five (5) members.

Current Membership

Member	Term
Todd Purcell, Chair	09/30/22
Terry Polk, Vice Chair	09/30/22
Pam Owens, Secretary	09/30/23
Mike Carroll	09/30/23
Penny Reeves	09/30/22

Vacancies and Applicants

There are three (3) members with expiring terms, Todd Purcell, Terry Polk and Penny Reeves. No applications were received by the City Secretary’s Office and all three members have requested reappointment.

Recommended Council Actions:

Staff recommends the reappointment of Todd Purcell, Terry Polk and Penny Reeves and the appointment of Todd Purcell as chair of the DSRP Board.

Attachments:

No attachments.

Next Steps/Schedule:

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



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: October 18, 2022

Agenda Item Wording: **Approval of a Resolution designating Dripping Springs Century News as the Official Newspaper for the City of Dripping Springs for Fiscal Year 2022-2023, and associated Official Newspaper Agreement.**

Agenda Item Requestor: Andrea Cunningham, City Secretary

Summary/Background: Pursuant to Texas Government Code Section 2051.049 Selection of Newspaper, the governmental entity or representative required to publish a notice in a newspaper shall select, in accordance with this subchapter, one or more newspapers to publish the notice, which is subject to certain criteria in sections 2051.044 – 2051.051. The following types of notices are published in the official newspaper of record:

- Public Hearing – planning and development notices, budget, tax rate, capital projects, etc.
- Bids – RFQ, SOQ, RFB, etc.
- Notices – ordinances, resolutions, elections, etc.

Annually the City solicits submissions from local newspapers that meet the publishing requirements and staff reviews each submission accordingly. Approved submissions are provided to the Council for selection.

Submission packets were provided to Dripping Century News General Manager Dalton Sweat, and News-Dispatch Publisher Cyndy Slovak-Barton via email September 12, 2022, and due October 7, 2022.

Dripping Springs Century News was the only application received by the due date of October 7th, and no late applications were received.

Recommended Council Actions: Staff recommends approval of Dripping Springs Century News for the FY23 Official Newspaper.

Attachments:

- 1. Texas Government Code Section 2051.049
- 2. Century News application packet
- 3. Century News email comments
- 4. Resolution Designating Official Newspaper
- 5. Official Newspaper Agreement

Next Steps/Schedule:

- 1. Notify newspaper of decision
- 2. Sign and File Resolution
- 3. Sign and File Agreement
- 4. Notify Staff

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2022-R_____

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS,
DESIGNATING AN OFFICIAL NEWSPAPER OF THE FISCAL YEAR 2022 –
2023.

WHEREAS, the City of Dripping Springs is required to adopt an official municipal newspaper at the beginning of each Fiscal Year, as per Chapter 2051 of the Texas Local Government Code; and

WHEREAS, the Dripping Springs Century News, a newspaper in the City of Dripping Springs, meets the statutory requirements for the official newspaper.

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

1. The City Council designates the Dripping Springs Century News as the City of Dripping Springs' Official Newspaper for Fiscal Year 2022-2023; and
2. The City of Dripping Springs shall publish in the Dripping Springs Century News each ordinance caption, public notice or other matter required by law or ordinance to be published.; and
3. The City of Dripping Springs shall require applicants to publish in the Dripping Springs Century News each public notice or other matter required by law or ordinance to be published by an applicant.

PASSED & APPROVED this, the 18th day of October 2022, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

DSCN101822

OFFICIAL NEWSPAPER AGREEMENT

This Agreement, made and entered into this, the 5th day of October 2021, by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Dripping Springs Century News** (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

- 1. Description of Services:** In accordance with Chapter 52 of the Texas Local Government Code, the City has selected the Contractor to be its official newspaper. The City shall publish in its official newspaper each ordinance, notice, or other matter required by law or ordinance to be published. Tex. Loc. Gov’t Code § 52.004. The City and Contractor agree to the following:
 - (a) Contractor shall deliver affidavits of all published items submitted by the City of Dripping Springs to City Hall via mail, in person, or other electronic means as appropriate.
 - (b) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
 - (c) Contractor will report to the City Administrator and City Secretary, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
 - (d) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that the 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.
 - (e) Performs other related duties as needed.
- 2. Payment for Services:** The City will compensate the Contractor in accordance with the fee structure contained in the Contractor’s submission included as **Attachment “A”**. The Contractor shall invoice the City in accordance with **Attachment “A”**. Any charge that is in excess of the costs attached shall not be paid by the City.
- 3. Duration:** This Agreement shall be in effect until the end of the 2020-2021 Fiscal Year, or September 30, 2021, after which time the City Council of the City of Dripping Springs is required by Texas Local Government Code Chapter 52 to adopt an official municipal newspaper.
- 4. Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.

5. **Relationship of Parties:** It is understood by the parties that the Contractor is an independent contractor with respect to the City and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of the Contractor.
6. **Employees:** Contractor employees, if any, who perform services for the City under this Agreement shall also be bound by the provisions of this Agreement. At the request of the City, the Contractor shall provide adequate evidence that such persons are the Contractor's employees.
7. **Mandatory Disclosure:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Agreement, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor must also file a 1295 Certificate, 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/filinginfo/QuickFileAReport.php>.
8. **Indemnification:** The Contractor agrees to indemnify and hold the City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgements that may be asserted against the City that result from acts or omissions of the Contractor, its employees if any, and the Contractor's agents.
9. **Assignment:** The Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the City.
10. **Notice:** All notices 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, and addressed as follows:

To the City:

City of Dripping Springs
 Attn: City Secretary
 PO Box 384
 Dripping Springs, TX 78620
 (512) 858-4725

To the Contractor:

Dripping Springs Century News
 Attn: Dalton Sweat
 PO Box 732
 Dripping Springs, TX 78620
 (512) 644-9785

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

11. 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.

12. Amendment: This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

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 all legal disputes arising under this Agreement shall be Hays County, Texas.

CITY OF DRIPPING SPRINGS:

DRIPPING SPRINGS CENTURY NEWS:

Bill Foulds, Jr., Mayor

Dalton Sweat, General Manager

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"

Application



DRIPPING SPRINGS
Texas

OFFICIAL NEWSPAPER APPLICATION

FISCAL YEAR 2023 – APPLICATION DUE OCTOBER 7, 2022

APPLICANT INFORMATION

Name of Publication: Dripping Springs Century News

Physical Address: 101 FM 3237 Suite A City: Wimberley Zip Code: 78676

Mailing Address: PO Box 732 City: Dripping Spring Zip Code: 78620

Main Phone: (512)858-4163

Website Address: drippingspringsnews.com

CONTACT INFORMATION

Check here if a contact list is attached.

Main Contact

Name: Dalton Sweat

Phone: (512)644-9785

Email: dsweat@wimberleyview.com

Publications and Notices

Name: Taffy Barker

Phone: (512)858-4163

Email: wimberleyview@gmail.com

Press Releases

Name: Madi Telschow

Phone: (713)454-3246

Email: mtelschow@drippingspringsnews.com

REQUIRED CRITERIA

Please select "YES" or "NO" for each set of criteria below.

- YES 1. Newspaper devotes not less than 25% of total column lineage to general items.
- YES 2. Newspaper is published at least once per week.
- YES 3. Newspaper is entered as 2nd Class Postal Matter in the county were published.
- YES 4. Newspaper has been published regularly and continuously for the past 12 months.
- YES 5. Newspaper has not omitted more than two issues in the past 12 months.

SUBSCRIBER & DISTRIBUTION INFORMATION (2022)

882	Total number of subscribers (website and print copy, not including kiosk deliveries)
623	Subscribers in 78620
72	Subscribers in 78619
115	Subscribers in 78737
10325	Average website visits per month
5,258	Number of Facebook followers
399	Number of Twitter followers

STATEMENT OF UNDERSTANDING

I UNDERSTAND THAT PURSUANT TO TEXAS GOVERNMENT CODE SECTION 2051.045 LEGAL RATE CHARGED FOR PUBLICATION, THAT THE LEGAL RATE FOR PUBLICATION OF A NOTICE IN A NEWSPAPER IS THE NEWSPAPER'S LOWEST PUBLISHED RATE FOR CLASSIFIED ADVERTISING, AND SECTION 2051.051 BILL FOR PUBLICATION, THAT A NEWSPAPER THAT PUBLISHES A NOTICE SHALL SUBMIT A BILL FOR THE PUBLICATION WITH A CLIPPING OF THE PUBLISHED NOTICE AND A VERIFIED STATEMENT OF THE PUBLISHER THAT: (1) STATES THE RATE CHARGED, (2) CERTIFIES THAT THE RATE CHARGED IS THE NEWSPAPER'S LOWEST PUBLISHED RATE FOR CLASSIFIED ADVERTISING, AND (3) CERTIFIES THE NUMBER AND DATES OF PUBLICATION.

I understand that the following must be attached to this application in order to be considered for the City of Dripping Springs Official Newspaper for Fiscal Year 2022-2023 (October 2022 – September 2023):

- 1) Rate sheet for public notice, legal notice, tax rate hearing and publication affidavit; and
- 2) Completed Conflict of Interest Questionnaire.



Signature

Dalton Sweat, General Manager

Printed Name and Title

10/06/2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.
Dripping Springs Century News

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

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

N/A

Name of Officer

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

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

Yes No

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

Yes No

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

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

7 

Signature of vendor doing business with the governmental entity

10/6/22

Date

Legal Ad Rates for City of Dripping Springs

10/6/22

Legal Notices: *Line Ad*

Public Notice line ads are based on lines used. The cost is \$2.51 per line.

Legal Notices: *Display*

We have simplified the cost of display ads to \$10.51 per column inch.

Tax Rate Hearing Notice:

Tax Rate Hearing Notices, run once per year unless the client requests additional runs, are required to run as a display ad in the standard pages of the newspaper, as opposed to in the classified section. These ads are almost always a $\frac{1}{4}$ page and the price is \$283.50 per run.

Public Affidavit:

A Public Affidavit tearsheet is \$6.00 for the first tearsheet and \$3.00 for each additional tearsheet.

**Public Notice
Line**

\$35.14

\$6 tear sheet

Total: \$41.14

Dripping Springs CLASSIFIED

P.O. Box 732 Dripping Springs, TX 78620

**Public
Notice**

**Public
Notice**

**Public
Notice**

**Public
Notice**

**General Help
Wanted**

**General Help
Wanted**

**City of Dripping Springs
Public Notice of Approved Ordinance
FY20 Budget Amendment
Effective Date: September 24, 2020
Ordinance No. 2020-50**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2019-2020 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Robin R. Essl, Deceased, we issued on August 26, 2020, in Cause No. 20-2032-P, pending in the County Court at Law of Hays County, Texas, to: Georgia L. Essl.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: **Carrie Campbell
Attorney at Law
303 Mesa Drive
Wimberley, Texas 78676**

DATED the 16th day of September, 2020.

Carrie Campbell
Attorney for Georgia L. Essl
State Bar No.: 00792393
303 Mesa Drive
Wimberley, Texas 78676
Telephone: (512) 847-1308
Facsimile: (512) 847-3590
E-mail: carriec1970@gmail.com

**NOTICE OF PUBLIC HEARING
(Request for Zoning)**

**NOTICE OF PUBLIC HEARING
(Conditional Use Permit)**

Notice is hereby given that the Planning & Zoning Commission of the City of Wimberley will hold a public hearing at the Wimberley City Hall on **Thursday, October 8, 2020 at 6:00 p.m.** to consider the following: **CUP-20-006** – an application for a Conditional Use Permit (CUP) to allow for the construction of a second residential building at 600 Flite Acres Road. Upon recommendation of the Planning & Zoning Commission, the City Council will also hold a public hearing on **Thursday, October 15, 2020, at 6:00 p.m.** at City Hall.

Comments on this request from any member of the public may be presented in person at City Hall, by mail (221 Stillwater, Wimberley, TX), or by email (planner@cityofwimberley.com) prior to the hearing. The public will be granted an opportunity to speak at the hearings. Additional information concerning the proposed action is available for review at the Wimberley City Hall, 221 Stillwater, Wimberley, Texas.

Did you know?
You can now view the
Legals and Public
Notices Online at
drippingspringsnews.com

Like us on
facebook

NOW HIRING
Sign on Bonus
401K
Insurance
Employment

**General Help
Wanted**

**General Help
Wanted**

**General Help
Wanted**



**Port
Aransas
Police
Department**

Immediate openings for
experienced officers and
dispatchers.

Details:
cityofportaransas.org

**INDEPENDENT CONTRACTOR
NEWSPAPER CARRIERS NEEDED!**

Early morning hours, 7 days per week
San Marcos & surrounding areas

- Requirements:**
Valid Drivers License
Social Security
Dependable Vehicle
Back Up Vehicle
Dependability



Please call, text or email Rose
@ (830)385-4298,
rose@earlybirdexpressllc.com, Early Bird Express, LLC,
Owner

Pubic Notice
Display
\$149.77
\$6 tear sheet
Total: \$155.77

Dripping Springs

CLASSIFIED

P.O. Box 732 Dripping Springs, TX 78620

Public Notice

Public Notice

Public Notice

General Help Wanted

General Help Wanted

General Help Wanted

**REQUEST FOR QUALIFICATIONS FOR
 "GRANT WRITING SERVICES
 OLD FITZHUGH ROAD PROJECT"
 CITY OF DRIPPING SPRINGS, TEXAS**

PUBLIC NOTICE

Notice is hereby given that the City of Dripping Springs, Texas is soliciting Statements of Qualifications for Grant Writing and Management Services Old Fitzhugh Road Project.

Sealed Statements of Qualifications must be submitted in one (1) original, five (5) copies, and one (1) electronic copy in PDF format on a flash drive and shall be delivered to:

City of Dripping Springs, Texas
 Attn: Ginger Faught, Deputy City Administrator
 511 Mercer Street
 Dripping Springs, Texas 78620

In lieu of paper submissions, submissions may be made through electronic submission by email to gfaught@cityofdrippingsprings.com with the subject line "OFR Grant Writing Services". Documents should be submitted in PDF format. Statements of Qualifications must be submitted **by 4 p.m. on October 30, 2020**, at which time the statements will be publicly opened and read aloud. Statements received after the opening date and time will not be considered.

A pre-proposal meeting will be held on October 23, 2020 at 10 a.m. via Zoom Meeting. This meeting is optional. If interested in participating in the pre-proposal meeting please email kcampbell@cityofdrippingsprings.com by October 16, 2020. Information to participate in the Zoom Meeting will be provided prior to the meeting to any person who has requested to participate.

If additional information is requested, please email questions to Ginger Faught, Deputy City Administrator at gfaught@cityofdrippingsprings.com with "OFR Grant Writing Services" in the subject line. RFQs may be picked up at the above address or viewed online at the City's website at www.cityofdrippingsprings.com.

Administrative Assistant
 North Hays County Emergency Service
 District #1 has a part-time vacancy.
 - \$12 to \$20/hr. DOQ
 - 10-20 hours per week
 - Flexible schedule
 - No holidays or weekends

Direct questions, resumes and letters of interest to
administrator@northhayscountyesd1.org
 or mail to:

NHCESD#1
 PO Box 1604
 Dripping Springs, TX 78620

See Job description on home page
<https://www.northhayscountyesd1.org/administrative-assistant/>



Texas F

Garrison Brothers Dis looking for someone c with us as a Hospitality part-time (on Fridays & down the road).

We start early and we individual will greet vis up our equipment, swe bourbon samples for c

This individual will co most people learn in a with our guests. All wi

To apply, please visit t resume to sitandsip@g job description from M

Wallflowers, socialites, APPLY.



General Help Wanted

General Help Wanted

DRIPPING SPRINGS DAIRY QUEEN

NOW HIRING GENERAL MANAGER
 IMMEDIATE OPENINGS

What We Offer:
 Competitive Pay
 Paid Holidays and Vacation
 Incentive Pay and Career Advancement

General Help Wanted

INDEPENDENT NEWSPAPER CAF

Early morning hour San Marcos & su

Require Valid Drive Social S Depend

Public Notice

Public Notice

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Judy Czop, Deceased, were issued on October 5, 2020 in Cause No. 20-0293-P pending in the County Court at Law of Hays County, Texas to John R. Czop, as Independent Executor of said Estate. All persons having claims against this Estate are required



General Help Wanted

IMMEDIATE HIRE
 For male and female caregivers in

Notice is hereby given that original Letters Testamentary for the Estate of Richard C. Graham, Deceased, were issued on June 23, 2020, in Cause No. 20-0154-P, pending in the County Court at Law of Hays County, Texas, to: George Shaw.

Legal Notice

\$10.36

\$6 tear sheet

Total:

\$116.36

DATED the 21st day of July, 2020.

Carrie Campbell
190 Oak Drive
Wimberley, Texas 78676
Telephone: (512) 847-1308
Facsimile: (512) 847-3590

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Gracie Irene Shaw, deceased, were issued on July 1, 2020, in Cause No. 20-0156-P, pending in the County Court at Law of Hays County, Texas, to: George Shaw.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

George Shaw
c/o Carrie Campbell
190 Oak Drive
Wimberley, Texas 78676

DATED the 21st day of July, 2020.

Carrie Campbell
190 Oak Drive
Wimberley, Texas 78676
Telephone: (512) 847-1308
Facsimile: (512) 847-3590

Did you know?
You can now view the
Legals and Public
Notices Online at
drippingspringsnews.com

**Public
Notice**

**Public
Notice**

**Public
Notice**

**Public
Notice**

Public Notice to Contractors

Wimberley Village Library District

Wimberley Village Library District (WVLD) is soliciting bids from businesses or individuals interested in a contract for the following positions: Landscape Maintenance, Facilities Maintenance, Facility Custodian, and Pest Control. A job specification packet will be available at the Wimberley Village

www.fema.gov/plan/prevent/thm/bfe, or call the FEMA Mapping and Insurance eXchange toll free at 1-877-FEMA MAP (1-877-336-2627).

**Public
Notice**

**Public
Notice**

**Public
Notice**

CITY OF DRIPPING SPRINGS, TEXAS MUNICIPAL BUDGET HEARING NOTICE FISCAL YEAR 2020-2021

The City of Dripping Springs, Texas, will hold a public hearing at the following day, time and place for the purpose of receiving written or oral comments concerning the proposed budget for fiscal year 2020-2021.

Date: August 11, 2020
Time: 6:30 p.m.
Place: City Hall Council Chambers via Zoom Videoconference
511 Mercer Street, Dripping Springs, Texas 78620
(Meeting join information is posted on the City's website calendar)

This budget will raise more total property taxes than last year's budget by \$224,350 or 17.23% and of that amount \$177,956 is tax revenue to be raised from new property added to the tax roll this year.

All interested citizens are encouraged to attend and/or submit written comments. A copy of the proposed budget in its entirety is available for public inspection during normal business hours in the office of the City Secretary, 511 Mercer Street, Dripping Springs, Texas 78620 and on the City's web site at cityodrippingsprings.com. Written comments can be emailed to City Secretary Andrea Cunningham at acunningham@cityofdrrippingsprings.com or mailed to the Attention of the City Secretary, City of Dripping Springs, PO Box 384, Dripping Springs, TX 78640.

**General Help
Wanted**

**General Help
Wanted**

INDEPENDENT CONTRACTOR NEWSPAPER CARRIERS NEEDED!

Early morning hours, 7 days per week
San Marcos & surrounding areas

Requirements:
Valid Drivers License
Social Security
Dependable Vehicle
Back Up Vehicle
Dependability

Please call, text or email Rose
@ (830)385-4298,
rose@earlybirdexpressllc.com, Early Bird Express, LLC,
Owner



GEO #90611208
Geographic ID
R52090
Address:
2 Maplewood Circle
Wimberly, Texas
78676
(203) 948-4444

Item 3.

MAN
SSI v
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62

Classifieds Work!

Auctions

**V & V M
2915 S. ZA
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SATURDAY
VIEWING: SAT**

**THIS MACHINE SHC
MACHINES & INV
SEE OUR W**

**WWW.SISKAUC
JOHN SISK AUCTION**

WE BU

**Both non-pr
including Non-Part
Provide us your des**

CALL TO

LO
PO I
Lol

**Donate A Boat
or Car Today**

Boat Angel

"2-Night Free Vacati

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$ 0.1900 per \$100 valuation has been proposed by the governing body of the City of Dripping Springs, Texas.

PROPOSED TAX RATE	0.1900 per \$100
NO-NEW REVENUE TAX RATE	0.1850 per \$100
VOTER-APPROVAL REVENUE TAX RATE	0.2077 per \$100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for the City of Dripping Springs from the same properties in both the 2019 tax year and the 2020 tax year.

The voter-approval rate is the highest tax rate that the City of Dripping Springs may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the City of Dripping Springs is proposing to increase property taxes for the 2020 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON SEPTEMBER 8, 2020 AT 6:30 P.M. AT CITY HALL – 511 MERCER STREET – DRIPPING SPRINGS, TEXAS OR VIRTUALLY AS SHOWN ON THE CITY WEBSITE www.cityofdrippingsprings.com. THE PUBLIC IS INVITED TO ATTEND THE HEARING AT CITY HALL IN PERSON IF DESIRED.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, the City of Dripping Springs is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support or opposition the proposed tax rate by contacting the members of the City Council of the City of Dripping Springs at their officers or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount = (tax rate) x (taxable value of your property)/100

FOR the proposal: Taline Manassian, Wade King, April Harris Allison, Todd Purcell, Travis Crow
AGAINST the proposal: None
ABSENT: None

The 86th Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by the City of Dripping Springs last year to the taxes proposed to be imposed on the average residence homestead by the City of Dripping Springs this year.

	2019	2020	Change
Total Tax Rate (per \$100 of value)	0.1900	0.1900	\$0.00
Average homestead taxable value	\$352,150	\$373,261	Increase of 5.99%
Tax on average homestead	\$669	\$709	Increase of \$40 or 5.99%
Total tax levy on all properties	1,303,165	1,453,887	Increase of \$150,277 or 11.57%

For assistance with tax calculations, please contact the tax assessor for City of Dripping Springs at 512-393-5545 or jenifer.okane@co.hays.tx.us, or visit www.hayscountytax.com for more information.

Tax Rate
Hearing
Notice
\$283.50
\$6 tear sheet
Total:
\$289.50

FOR the proposal: Douglas L. Bott
AGAINST the proposal: None
PRESENT and not voting: None
ABSENT: None

The following table compares taxes year to taxes proposed on the average

Total tax rate (per \$100 of value)

Difference in rates per \$100 of value

Percentage increase/decrease in rate

Average appraised residence homes

General homestead exemptions available (excluding 65 years of age or older or disabled)

Average residence homestead taxable value

Tax on average residence homestead

Annual increase/decrease in taxes if proposed tax rate is adopted (+/-) and percentage of increase (+/-)

NOTICE OF ELECTION

If the district adopts a combined rate that would result in the taxes on the average residence homestead increasing by more than 5 percent, the qualified voters of the district will determine whether to reduce the proposed rate under Section 49.23603, Water

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth

San Marcos Publishing, LP Wimberley View • Century News

P.O. Box 49, Wimberley, Texas 78676
(512) 847-2202

State of Texas
County of Hays

Before me, the undersigned authority, on this day personally appeared Dalton Sweat, who being by me here and now duly sworn, upon oath says:

My name is Dalton Sweat, and I am the General Manager, of the The Wimberley View & The Dripping Springs Century News, a newspaper of general circulation in Hays County, Texas, and a newspaper which has been regularly and continuously published in Wimberley, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of 1 week on the following dates:

September 24, 2020

----- 2020

----- 2020

----- 2020

EXAMPLE

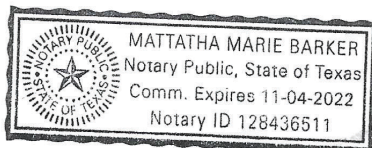
The said General Manager, Dalton Sweat further states that the rate charged for this publication is the lowest rate charged to commercial advertisers for the same class as advertising for a like amount of space.



Signature of Affiant

Subscribed and Sworn to me, by the said General Manager Dalton Sweat this 5th day of October, 2020 to certify which witness my hand and seal of office.

Mattatha Barker
NOTARY PUBLIC in and for Hays County, Texas



Advertising Receipt Ad 59600

San Marcos Daily Record

P.O. Box 1109
San Marcos, TX 78667
512-392-2458

Andrea Cunningham
City of Dripping Springs
PO Box 384
Dripping Springs, TX 78620

Customer: RA1942
Phone: 512-858-4725
Ad No.: 59600
Date: 09/16/20
Sales Rep: Barker, Taffy

Public Notices

City of Dripping Springs
Public Notice of Approved Ordinance
FY20 Budget Amendment
Effective Date: September 24, 2020
Ordinance No. 2020-50

Publication	First Date	Last Date	Days	Cost
Wimberley Legal Classifieds	09/24/20	09/24/20	1	\$38.76

Total Days: 1

Total Cost: \$38.76

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2019-2020 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

EXAMPLE

Payment Date:	Pmt Amount:
Payment Type:	Other Credits:
Check/Card No.	Amount Due: \$38.76

From: [Dalton Sweat](#)
To: [Andrea Cunningham](#)
Subject: Re: Dripping Springs Official Newspaper
Date: Friday, October 7, 2022 1:39:40 PM
Attachments: [image001.png](#)
[City of Dripping Springs - Official Newspaper Application FY23 - Dripping Springs Century News.pdf](#)

Andrea,

Here is our application. I've got a few additions, in case this comes up at any point.

1. It appears our subscribers are lower than last year based on this application; however that is not really the case. This application asked us not to include the sales of newspapers at "kiosk deliveries," which I interpreted as not including sales of physical copies in stores and racks. This makes it appear as if we have lost subscribers when in fact we have a very similar total to last year.
2. If it matters, we've had quite a bit of success on Instagram this year and now have 1,177 followers on that platform.
3. I would like to provide council members a free digital subscription to the newspaper; however, I do not want to violate the conflict of interest requirements. We already provide a couple of free hard copies to city hall every week. Would you please ask if it is ok for us to add council emails to our email distribution for the digital copy of the paper?
4. We will soon be working with a new Public Notice company called Column that has the capability to allow governmental entities to input, build, approve, pay for and receive affidavits all online while adding the public notices to the new state-wide public notice website. This has the opportunity to allow your staff much more access and information on the public notices in the paper at a cost of an additional \$20 per notice, or we could continue doing it exactly as we have been with no additional cost or changes. It will be up to y'all if you'd like to participate in that new manner. We are not quite ready to unveil this new option, but we should be soon. We'll give you an update when appropriate.

Thanks,

Dalton Sweat

General Manager and Editor

The Wimberley View | The Dripping Springs Century-News

Office: (512) 847-2202

Cell: (512) 644-9785

On Thu, Oct 6, 2022 at 4:26 PM Andrea Cunningham
<acunningham@cityofdrippingsprings.com> wrote:

Great, thanks for the update!



Andrea Cunningham
City Secretary &
Municipal Court Clerk

acunningham@cityofdrippingsprings.com
512.858.4725 City Hall

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

cityofdrippingsprings.com

From: Dalton Sweat <dsweat@wimberleyview.com>
Sent: Thursday, October 6, 2022 4:26 PM
To: Andrea Cunningham <acunningham@cityofdrippingsprings.com>
Subject: Re: Dripping Springs Official Newspaper

Just letting you know that I'm putting the finishing touches on this and will have it to you tomorrow.

Thanks,

Dalton Sweat

General Manager and Editor

The Wimberley View | The Dripping Springs Century-News

Office: (512) 847-2202

Cell: (512) 644-9785

On Mon, Sep 12, 2022 at 3:25 PM Andrea Cunningham <acunningham@cityofdrippingsprings.com> wrote:

Good Afternoon Dalton,

Please see attached regarding the Fiscal Year 2023 Official Newspaper Selection and let me know if you have any questions.

Applications are due **October 7, 2022.**

Thank you,

Andrea



DRIPPING SPRINGS
Texas

Open spaces, friendly faces.

Andrea Cunningham
City Secretary &
Municipal Court Clerk

acunningham@cityofdrippingsprings.com
512.858.4725 City Hall

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

cityofdrippingsprings.com

Sec. 2051.049. SELECTION OF NEWSPAPER. The governmental entity or representative required to publish a notice in a newspaper shall select, in accordance with this subchapter, one or more newspapers to publish the notice.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2051.050. TIME OF PUBLICATION. A notice must be published in a newspaper issued at least one day before the occurrence of the event to which the notice refers.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2051.051. BILL FOR PUBLICATION. A newspaper that publishes a notice shall submit a bill for the publication with a clipping of the published notice and a verified statement of the publisher that:

- (1) states the rate charged;
- (2) certifies that the rate charged is the newspaper's lowest published rate for classified advertising;
and
- (3) certifies the number and dates of the publication.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.



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: October 18, 2022

Agenda Item Wording: **Approval of the 2023 City of Dripping Springs Holiday Calendar.**

Agenda Item Requestor: Lisa Sullivan, People & Communications Director

Summary/Background: Each year the City Holiday Calendar is drafted for review and approval by the city council. The calendar is drafted in coordination with state, federal, county and DSISD holidays, and pursuant to Personnel Manual Section 5.03 Leave:

(a) **Holidays:** Employees are generally not required to work on City holidays. The City may choose to observe the day proceeding or following a holiday's official date. Each year the City Council will adopt the official City Calendar and that shall be the official list of City Holidays for employees for that year. City holidays are as follows, but are subject to change pursuant to City Council discretion:

- New Year's Day
- Martin Luther King's Birthday
- Presidents Day
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day and the Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Below is an accounting of holidays included in the calendar:

- Total holidays taken: **13**
- Holidays taken on exact dates: **9**
 - MLK Jr. Birthday, January 16th
 - Presidents Day, February 20th
 - Memorial Day, May 29th
 - Independence Day, July 4th
 - Labor Day, September 4th

- Columbus Day, October 9th
- Thanksgiving Holiday, November 23rd – 24th
- Christmas Day, December 25th
- Holidays extended for compliance with HR Manual: 4
 - New Year's Day
 - Actual: Sunday, January 1st
 - Observed: Monday, January 2nd
 - Veterans Day
 - Actual: Saturday, November 11th
 - Observed: Friday, November 10th
 - Christmas Eve
 - Actual: Sunday, December 24th
 - Observed: Friday, December 22nd
 - New Year's Eve
 - Actual: Sunday, December 31st
 - Observed: Friday, December 29th
 - NOTE: New Year's Day for 2024 is the following Monday, January 1st

**Recommended
Council Actions:**

Staff recommends approval of the 2023 CODS Holiday Calendar.

Attachments:

Proposed 2023 Holiday Calendar

Next Steps/Schedule:

1. Add holidays to website calendar and internal city meeting room calendar
2. Distribute calendar to staff
3. Draft meeting calendars for 2023

2023 City of Dripping Springs Holiday Calendar

Use spinner to change the calendar year

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- 01/02/23** New Year's Day
- 01/26/23** Martin Luther King Jr. Day
- 02/20/23** Presidents' Day
- 05/29/23** Memorial Day
- 07/04/23** Independence Day
- 09/04/23** Labor Day
- 10/09/22** Columbus Day
- 11/10/23** Veterans Day
- 11/23/23** Thanksgiving Day
- 11/24/23** Thanksgiving Holiday
- 12/22/23** Christmas Eve
- 12/25/23** Christmas Day
- 12/29/23** New Year's Eve

DSISD and Hays County Holidays

- 3/13-17/23** DSISD Spring Break
- 04/10/23** Hays County Easter
- 06/19/23** Hays County Juneteenth
- 11/20-24/23** DSISD Thanksgiving Break
- 11/22-24/23** Hays County Thanksgiving Holiday
- 12/18-29/23** DSISD Winter Break
- 12/22-25/23** Hays County Christmas Holiday

Staff Development / Quarterly Meetings

- 03/02/23** Staff Development / Quarterly Mee
- 06/01/23** Staff Development / Quarterly Mee
- 09/07/23** Staff Development / Quarterly Mee
- 12/07/23** Staff Development / Quarterly Mee



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

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: October 18, 2022

Agenda Item Wording: **Approval of Payment of Fiscal Year 2022 Compensatory Time Earned to DSRP Manager Emily Nelson & DSRP Assistant Manager Lily Sellers.** *Sponsor: Mayor Bill Foulds, Jr.*

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background: DSRP Manager Emily Nelson and DSRP Assistant Manager Lily Sellers earned over 100 hours of comprehensive time in Fiscal Year 2022. 100 comp hours rolled over to Fiscal Year 2023 and Emily and Lily have been paid for 100 comprehensive hours in accordance with the City's *Personnel Manual*. I recommend the City Council approve payment of the comp time earned that did not roll over: 55 hours for Emily Nelson and 16.5 hours for Lily Sellers.

This past year had extraordinary circumstances with staffing shortages, assisting customers using the facility due to fire evacuations, and many large events or days with multiple events that required all DSRP employees to work, which was exacerbated by staffing shortages. Additionally, Emily and Lily had to cover hours for co-workers that were sick or on vacation. These factors resulted in Emily and Lily earning a lot of comp time.

All comp time earned by employees is required to be approved by the supervisor. Emily and Lily reported to their supervisors when they needed to perform work that would result in comp time and had their supervisors approve it. It is expected in the future that less comp time will be necessary once open staff positions at DSRP are filled. Emily and Lily are expected to manage their workload in a way that avoids comp time as much as possible.

I reviewed Emily and Lily's timesheets, which indicate when and for what comp time was earned. I think their comp time earned was reasonable and recommend approval of the payment of the comp hours that did not roll over to FY 2023.

**Commission
Recommendations:**

N/A

Recommended Council Actions: Approve payment of 55 hours of comp time for Emily Nelson and 16.5 hours of com time for Lily Sellers.

Attachments/On File: Email requests from Emily Nelson and Lily Sellers for payment of comp time that did not roll over to FY 2023 are attached. Time Sheets showing comp time earned for both employees are on file.

Next Steps/Schedule: If approved, notify Finance Director, Emily Nelson, and Lily Sellers.

From: [Emily Nelson](#)
To: [Michelle Fischer](#)
Subject: Comp Time
Date: Monday, October 3, 2022 4:29:45 PM
Attachments: [image001.png](#)

Dear Michelle:

This is my formal request for a payout on my comp time. I am happy to push the maximum amount (I believe 100 hours) forward to this new year. I do believe that I have more than the maximum allowed for a payout. I would like to request for it to be added to a CC agenda. Staff shortages really caused Lily and myself to accrue more comp time than either of us wanted. The nature of an event center means there will be times when we are needed, but hopefully I will be able to fill all of the vacant positions and alleviate some of those coverage needs. My perfect world is to only accrue comp time due to an escalated situation or emergencies on the weekends. Adding the CS Specialist has alleviated a lot of the front line requirements that I was covering (phones, transactions....). I feel such a huge difference in the short time. Now with Fletcher added to the team, that coverage is complete. We have been strategizing Andrew's paternity leave and trying to have it be as low impact as possible. Baby steps.

Thank you for your patience as we created systems and really took the reins (pun intended) on budget. Onward and upward.

Emily Nelson



Emily Nelson
Manager
enelson@cityofdrippingsprings.com
512.894.2390 Office
512.894.2046 On-Site
1042 Event Center Drive • PO Box 384
Dripping Springs, TX 78620
drippingspringsranchpark.com
cityofdrippingsprings.com



From: [Lily Sellers](#)
To: [Michelle Fischer](#)
Subject: Compensatory Time
Date: Friday, September 30, 2022 3:26:41 PM
Attachments: [image001.png](#)

Michelle-

As we are reaching the end of our current fiscal year, I am writing to connect about my accumulated compensatory time. Currently I have a balance of 210 hours. After 100 hours is carried over to this next year, I would like to request the payout of the remaining applicable hours. There have been many factors over this fiscal year that have led to an accumulation of comp hours. This year our DSRP Riding Series has increased tremendously, and we have had nearly tripled our entry numbers with a waitlist for every show. As these shows have increased in size, as has the demand for staff preparation and coordination during the show weeks/weekends. These weekends are hands on and involve setting Hunter Jumper courses, measuring & staging Dressage Arenas, setting trail patterns, coordinating with show staff, providing facility support, and connecting and building relationships with participants. We have had a strong increase in show size based on the positive conversations being had between trainers, with some full barns returning after 3+ years of not riding at DSRP. Many of our participants have become loyal riders at our DSRP shows and the relationship I have created has led to sponsorships, membership sales, day passes, 6-hour Main Arena rentals for schooling, and Main Arena event rentals. Tween Scene had another successful summer and provided entertainment every Thursday with nearly 115+ kids every week. We increased staff/volunteer support and although the program was smoother and more familiar, the need for management during that time is crucial. The ability for Emily and myself to “float” the different spaces with staff in designated stations helped make the event more fluid, especially during drop off, and well chaperoned. Our event calendar has been fully booked this year and we have gotten to experience a DSRP at a capacity not seen since before COVID. With our involvement with the Dripping Springs Rodeo this year, Emily and I attended meetings and had extra hours during that week to ensure a successful event. We had larger numbers that weekend than our previous two Rodeos. This year has also held a fair amount of transition at the Ranch Park and with that came shared responsibilities. We have been down a Ranch Hand a few times throughout the year, and I have helped cover additional hours instead of having staff get large amounts of overtime pay and to help distribute hours, so staff continue to have a strong work/life balance. One of the final reasons of accumulated comp hours has been the emergency evacuations. The fire evacuations were incredibly hands on and provided a great learning moment for all of us if we were ever to experience another emergency. We became familiar with the necessary procedures, created tools, budgeted for necessary items for future events, and provided an outlet to our community during a stressful and hard time. After the transfer of hours from last year and what I had accumulated this year, I was able to shave some of it down by taking some vacations during our slower summer months. I also believe the new positions hired at DSRP has helped aid in receiving too many hours over this year. We have been able to spread workload more evenly and assign tasks within the office based on job responsibilities. I am excited for the growth of our facility and the new positions we have just created, knowing that this will help DSRP employees focus on their responsibilities even more. We are a facility with a continuous to do list and fluctuating hours, so the increased support will be a large benefit throughout this next year. Thank you so much for taking the time to read this and please let me know if you have any questions or need anything additional from me.

**Best,
Lily Sellers**



Lily Sellers
Assistant Manager

lsellers@cityofdrippingsprings.com
512.894.2390 Office
512.894.2046 On-Site

1042 Event Center Drive • PO Box 384
Dripping Springs, TX 78620

drippingspringsranchpark.com
cityofdrippingsprings.com





City of Dripping Springs

Post Office Box 384
511 Mercer Street
Dripping Springs, Texas 78620

Agenda Item Report from: TIRZ Project Manager / Keenan Smith

TIRZ Board Meeting Date:	October 17, 2022
Agenda Item Wording:	TIRZ Old Fitzhugh Rd: Plans Specifications and Estimates Services – HDR PSA / Task Order #2
Agenda Item Requestor:	TIRZ PM- Keenan Smith
Board Member Sponsor:	Taline Manassian – Vice Chair
<p>Summary/Background: Old Fitzhugh Rd (OFR) / PSA for PSE Services -HDR Engineering “Task Order #2- 60%-90% PSEs”</p> <p>Recommended TIRZ Board Action: Recommend to City Council: “Approval of a PSA Amendment and Authorize Notice to Proceed for Task Order #2- expanding scopes of work to include 60% and 90% Phase Services, with associated fees as per executed PSA, with funding from approved TIRZ Budget allocations.”</p> <p>HDR Engineering has delivered 30% Phase design plans advancing the Old Fitzhugh Road project, per Task Order #1 of their executed PSA (markup attachment). The current PSA authorized Fee / Phase costs for Task Order #1 – was Not To Exceed (NTE) \$157,000. These costs were funded by the TIRZ FY’22 approved Budget.</p> <p>Staff is seeking TIRZ Board and City Council approval for a new Task Order and PSA Amendment which would enable the engineering work to progress and advance from current the 30%, through 60% and up to the 90% Phase PSE’s.</p> <p>Staff Request Summary:</p> <ul style="list-style-type: none"> - Allow Authorization for 30-90% PSE’s Phases of Work: <ul style="list-style-type: none"> o Approval of the PSA Amendment for Task Order #2 with Notice to Proceed (NTP) including: 60-90% Phase Scope of Work per PSA & fee quotations. Notice To Proceed to be issued following City Council approval. - Budget Allocations: <ul style="list-style-type: none"> o TIRZ FY’22 Budget allocated \$157,000 for the current OFR PSE’s Task Order #1 (30% PSE’s). o TIRZ Board Approved FY’23 Budget (as adopted by CC) allocated \$448,000 for Future Task Orders of OFR PSE’s (attachment). Per the binding fee quotations in the executed PSA, the sum of 60% and 90% PSE services (Proposed Task Order #2) totals \$443,577, and so would be covered by the TIRZ FY’23 Budget, subject to City Council Approval and Adoption (anticipated by September 2022). <p><u>Funding Note:</u> Task Order Funding prospects have also identified Hays County POSAC (active request pending).</p> <p>Cost Impacts: The addition of Task Order #2 increases the authorized Total Contract Amount for HDR’s OFR PSE’s PSA from \$157,000 to \$602,000. All funds are currently allocated from combined, approved TIRZ FY’22 and FY’23 Budgets.</p>	

Schedule Impacts: HDR PSE's Schedule for Task Durations shall be updated and amended upon execution of the proposed PSA Task Order #2 Amendment. HDR's previous project schedule (attachment) showed anticipated commencement of the 60% Phase work in September 2022 and completion of the 90% PSE's in summer of 2023.

Benefits: The proposed PSA and Task Order #2 will advance the Old Fitzhugh Road Project Engineering further towards implementation, and helps it become more "Shovel Ready." It demonstrates evidence of progress with the OFR Stakeholders, provides immediate, quantifiable "Grant Matching" leverage, and may help catalyze future construction funding opportunities.

Recommended City Council Action: "Approval with Direction for Staff to Execute a PSA, with Notice to Proceed ASAP."

Thanks, KES
221013: 1130 hrs

PROFESSIONAL SERVICES AGREEMENT-ADDENDUM

This Amended Agreement, made and entered into this, the 18th day of October 2022, 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 and is an amendment to the Agreement:

WHEREAS, the City and the Contractors entered into Professional Service Agreement for engineering services related to the Tax Increment Reinvestment Zones on September 12, 2017; and

WHEREAS, tasks have changed during the course of the projects; and

WHEREAS, the Parties desire to add new tasks and end existing task orders.

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, TIRZ Board, 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.

- (a) Contractor will provide engineering services related to the Old Fitzhugh Road Engineering Services as described in Exhibits "A" and "B" for the initial 30%, 60%, and 90% plans. A future task order for the 100% plan may be approved in writing through additional Task Orders. Additional Services may be agreed to in writing by both parties and billed at a negotiated rate as listed in Exhibit "C" in future task orders.

- 3. Schedule.** Work shall commence upon execution of this agreement and shall be completed within the updated project schedule, to be determined and mutually agreed following execution of this agreement. This Agreement provides for completion of the 30%, 60%, and 90% plans and related services. Additional task orders for the 100% plan will be approved by separate task order but will be subject to this Agreement. This Agreement shall be in effect for a period of two (2) years unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.
- 4. Payment for Services.** The City will compensate Contractor in accordance with the fee and hourly rate structure contained in Contractor's proposal attached as Exhibit "C". 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. The total amount of this contract for 30%, 60%, and 90% plans will not exceed six hundred and two thousand dollars (\$602,000). Additional services and payment for additional services for future task orders for 100% will be subject to Exhibit "C" and must be approved in writing by the City prior to provision of such services. The fee amounts in Exhibit "C" are valid for two (2) years. Any services provided after the termination of this Agreement in two (2) years will be in writing.
- 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. Termination.** 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 "C" 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 "D".
- 9. Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor, Contractor's employees, 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.
804 Lavaca, Suite 900
Austin, TX 78701
(512) 904-3728

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/elf_info_form_1295.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

Justin Word

Date

Date

ATTEST:

Andrea Cunningham
City Secretary

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"

EXHIBIT “D”

CITY OF DRIPPING SPRINGS ENGINEERING FIRM INSURANCE REQUIREMENTS

Engineering Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least ten (10) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of insurance evidencing all of the required insurance coverages shall be submitted with the Engineering Firm’s submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is renewed or extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the City of Dripping Springs prior to the date the contract is renewed or extended.

Type of Contract Type and Amount of Insurance

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.
- Professional Services Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$1 Million Dollars aggregate.

EXHIBIT "E"

EXHIBIT B

ENGINEERING SERVICES TO BE PROVIDED BY THE ENGINEER

For Roadway Improvements on Old Fitzhugh Road

Dripping Springs, Texas

Project Limits: Old Fitzhugh Road from Mercer Street to RM 12

Project Length: 3,300 feet (0.6 Miles)

Project Statement

The roadway improvements for Old Fitzhugh Road from Mercer Street to RM 12 include reconstructing the roadway to incorporate pedestrian facilities, illumination, landscaping and limited on-street parking according to the approved schematic developed in the Conceptual Design Phase.

The work to be performed by HDR Engineering, Inc. (ENGINEER) for this work shall consist of providing engineering services for survey, utility coordination, right-of-way coordination, roadway, drainage, signing, pavement markings, and illumination at 30%, 60%, 90% and the Final Plans, Specifications, and Estimate (PS&E) submittals. The project limits are from Mercer Street to RM 12 for a length of approximately 3,300 feet.

Project control will be compatible with the current Geographical Information Systems (GIS) in use by the City of Dripping Springs (CITY). The ENGINEER shall collect, review, and evaluate the available existing data pertaining to this project and prepare the project design in accordance with applicable requirements, design criteria, and policies of the CITY.

The PS&E package shall be prepared in accordance with the requirements of the applicable TxDOT and CITY Specifications, Standards, and Manuals (current versions in effect on the NTP date). Whenever possible, TxDOT and the CITY's standard drawings, standard specifications, or previously approved special provisions and/or special specifications will be used. If a special provision and/or special specification must be developed for this project, it shall be in a format acceptable to the CITY and, to the extent possible, incorporate references to approved test procedures.

All design exceptions to approved design criteria shall be requested in writing, by the ENGINEER for approval by the CITY prior to incorporating the criteria into the project design.

The ENGINEER shall make reasonable efforts to minimize or avoid where possible, utility conflicts and the relocation of existing utilities.

The ENGINEER shall prepare parcel sketches and metes and bounds descriptions for the parcels and ROW footprint previously determined at the Conceptual Design Phase and confirmed at the 30% PS&E design level, subject to approval by the CITY. Necessary construction easements shall also be identified.

The CITY will be the principal point of contact for public or private inquiries regarding the project. The ENGINEER will prepare technical exhibits and attend public stakeholder meetings as requested by the CITY.

The detailed scope of services for this work is further described below.

PROJECT MANAGEMENT

- A. Coordination with CITY:** The ENGINEER will coordinate with the CITY to complete the PS&E for the project. The ENGINEER will prepare for and attend monthly coordination meetings with the CITY to discuss project progress, planned activities, key issues or items requiring decision or approval by the City. The ENGINEER shall prepare meeting minutes for all meetings and will distribute to staff for approval and record keeping. Project Management services needed to complete the design phase are anticipated to span a period of 12 months.
- B. Invoicing and Schedule Updates:** The ENGINEER will provide monthly invoices for payment to the CITY including a project status report of work completed within the reporting period, work anticipated in the next work period, and any outstanding issues or concerns. The ENGINEER will also provide design schedule updates with the monthly invoices detailing work completed and any task adjustments. Status reporting, invoicing, and schedule updates are anticipated to span a period of 12 months.
- C. Subconsultant Coordination, Deliverable Review and Invoices:** Monthly coordination with the team will be conducted to verify project milestones are met. The ENGINEER will meet with Subconsultants to discuss progress, design updates, constraints, and completion schedules for key tasks. The ENGINEER shall review deliverables from Subconsultants for conformance with the approved scope and project design. Subconsultants will forward their monthly invoices directly to the ENGINEER. The ENGINEER will review, process, and combine all invoices into one deliverable and forward one copy for payment to the CITY.
- D. Quality Assurance / Quality Control:** The ENGINEER will develop a project-specific quality control plan identifying key roles, responsibilities, record keeping procedures, and anticipated review dates and make a copy available to the CITY. The ENGINEER will provide quality control of identified documents prior to each defined design submittal (30%, 60%, 90%, and Final) following established QA/QC processes.

ROADWAY DESIGN

- A. Title Sheet and Index of Sheets**
 - a. Prepare Title sheet
 - b. Prepare Index of Sheets including standard selections
- B. Typical Sections:** Typical sections shall be prepared for existing conditions and proposed improvements. Typical sections shall include width of travel lanes, shoulders, outer separations, border widths, sidewalks, curb offsets, and ROW. The typical section shall also include PGL, centerline, pavement design, longitudinal joints, side slopes, sodding/seeding limits, concrete traffic barriers and sidewalks, station limits, common proposed and existing structures including

retaining walls, existing pavement removal, limits of embankment and excavation, and existing and proposed utilities.

- C. Project Layout:** Layout shall consist of a planimetric file of existing features and the proposed improvements within the existing and proposed ROW. The layout shall include the following features:
- a. Existing/Proposed ROW
 - b. Existing/proposed horizontal alignment
 - c. Proposed drainage features
 - d. Proposed retaining walls/bridges/culverts (as applicable)
 - e. Begin/end project stations
 - f. Street names
- D. Survey Control Sheet:** Sheet will include horizontal/vertical control points used to establish survey control and will identify horizontal/vertical survey datum and surface to grid adjustment factors.
- E. Horizontal Alignment Data Sheets:** Sheet includes data for the horizontal alignment for Old Fitzhugh Rd. Superelevation data consisting of station, slope, and begin and end transition will be provided as needed.
- F. Roadway Plan & Profile:** The ENGINEER will develop plan and profile (1" = 40' sheets) using the survey acquired by the ENGINEER, as well as utilizing the approved roadway design criteria.

The plan view shall contain the following design elements:

- a. Calculated roadway centerlines for roadway including cross streets as applicable. Horizontal control points shall be shown.
- b. Pavement edges for all improvements (main roadway, cross streets, and driveways)
- c. Right-of-way and easement limits (proposed and existing)
- d. Linework for proposed drainage elements
- e. The geometrics (pavement cross slope, lane, and shoulder widths) and typical sections of the proposed highway roadway and crossroads
- f. Horizontal and vertical roadway alignments.
- g. Direction of traffic flow on all roadway lanes
- h. Sidewalks/Pedestrian facilities
- i. Identified utilities and providers

The profile view shall contain the following design elements:

- a. Calculated profile grade
- b. Existing and proposed profiles along the proposed centerline.
- c. Drawing vertical scale to be 1" = 10'
- d. Existing and proposed utilities, including proposed drainage crossings

- G. Intersection Layouts - Cross Streets:** The ENGINEER shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street. The

layout shall include the horizontal and vertical alignments, curb returns, contours, geometrics, transition length, stationing, pavement, drainage details, and American with Disabilities Act Accessibility Guidelines (ADAAG)/PROWAG compliance items. The ENGINEER shall design for full pavement width to the ROW and provide a transition to the existing roadway.

- H. Driveway Plan & Profiles:** Prepare driveway plan and profiles with details including station, pavement section, width, length, radii, proposed grades, parallel culvert details (if needed) and associated temporary construction easements.
- I. Removal Layouts:** Provide removal layouts 1" = 50' scale (double bank) detailing items to be removed for project limits.
- J. Pedestrian and Bicycle Facilities:** The ENGINEER shall coordinate with the City to incorporate pedestrian and bicycle facilities as required or shown on the project's schematic. All pedestrian/bicycle facilities must be designed in accordance with the latest Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Texas Accessibility Standards (TAS), PROWAG, and the AASHTO *Guide for the Development of Bicycle Facilities*.
- K. Roadway Cross Sections:** The ENGINEER shall determine earthwork quantities and provide final design cross sections at 50-foot intervals. Cross sections shall be delivered on 11"x17" sheets. The ENGINEER shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities shall consider existing pavement removals. Annotation shall include at a minimum existing/proposed right of way, side slopes (front & back), and profile elevations. Cross sections shall be submitted by the ENGINEER at the 60%, 90%, and Final submittals, respectively.
- L. Miscellaneous Detail Sheets:** Provide detail sheets (estimated 5 sheets) for miscellaneous design details.
- M. Quantity Summary Sheets:** Prepare and update summary of estimated quantity sheets showing item description, item unit, and item quantity for roadway bid items. Summary sheets shall be updated at each milestone submittal.
- N. Standards Selection:** Include standard sheets applicable to project for roadway design elements.

DRAINAGE DESIGN

Coordination with City staff and perform field review. This will take place at project inception and after completion of the 30% design phase. The following tasks will occur in the 30%, 60%, 90%, and 100% plan phases.

Complex Hydraulic Design Hydrologic and Hydraulic Design: The ENGINEER will prepare hydrologic and hydraulic analyses of the proposed storm drain system, storm drain pipe outfalls, and conveyance to and through the detention basins/water quality basins. This includes design of the storm drain/stormwater management system in the right-of-way and conveyance storm drain lines to the receiving creek west of the project. As part of this effort, four (4) prospective drainage easements will be defined and coordinated with the project team. Storm drain outfall structures and the necessary permanent erosion control measures will be part of the plans and specifications.

Storm Drain Analysis and Design

- A. Storm Drains:** The ENGINEER will perform the following storm drain design services:

- a. Storm drain analysis incorporating updated Rational Method peak flows for the specified frequencies.
- b. Design storm drain system (inlets, laterals, trunk lines and outfalls) that minimize the interference with the passage of traffic or incur damage to the highway and local property in accordance with the City of Dripping Springs requirements and use Atlas 14 rainfall data.
- c. Determine hydraulic grade line starting at the outfall channel or overland flow location (tributary west of Old Fitzhugh Road) for each storm drain design. Use the design water surface elevation of the outfall as the starting basis (tailwater) for the design of the proposed storm sewer system. The tailwater will be based on available floodplain data and/or a HECRAS model developed for this project if necessary.
- d. Calculate manhole head losses.
- e. Limit discharge into existing outfalls to the capacity of the existing system. Evaluate alternative flow routes if necessary, to relieve system overload.
- f. Identify areas requiring trench protection, excavation, shoring, and de-watering.
- g. Design non-standard drainage details (junction boxes, pipe connections, etc.).
- h. Determine pipe strength requirements.
- i. Design outfall structures and appropriate permanent erosion controls to prevent scour hole development and channel erosion.
- j. Define up to four (4) drainage easements to convey stormwater runoff from Old Fitzhugh Road to the tributary west of the project site. The drainage easements will include the outfall structures as noted above.

B. Storm Drain Hydrologic and Hydraulic Tables: The ENGINEER will prepare hydraulic data using StormCAD Drainage software for the proposed storm sewer system. The storm system will be designed for the 25-year event and 100-year event per the City of Austin DCM and City approved design criteria.

- k. Determine drainage areas and flows for cross culvert drainage systems.
- l. Determine the sizing of the drainage crossings. Develop designs that minimize the interference with the passage of traffic or cause damage to the highway and local property in accordance with the City of Dripping Springs criteria.
 - Determine Traffic Control Phasing for the construction of the cross culverts
 - Design inlet and outfall erosion protection at each outfall

C. Storm Water Detention Analysis:

- a. Prepare detention sizing and outlet configuration to mitigate adverse downstream impacts to receiving streams using HEC-HMS and Curve Number Method peak flows for the 2-year, 10-year, 25-year, and 100-year design frequencies. Atlas 14 rainfall depths will be utilized.
- b. Coordinate detention design to be included with storm drain design.

D. Water Quality Design (Rain garden/bioretenention):

- a. Prepare water quality basin design in combination with the detention design to manage water quality in accordance with the City of Dripping Springs criteria. Based on planned site disturbance less than 4 acres, the project will not need to obtain approval from the TCEQ Edwards Aquifer Protection Program. This proposal does not include cost or time for TCEQ coordination/approval.
- b. Coordinate water quality design with storm drain design.
- c. Coordinate with landscape planners to verify proper plant and materials selection.

E. Plans Sheets for Drainage Design:

Prepare the PS&E package in accordance with the applicable requirements of the City's specifications, standards, and manuals. Include the following sheets and documents, as appropriate:

- a. Drainage Area Maps
- b. Hydrologic Data Sheets
- c. Hydraulic Data Sheets
- d. Storm Drain Plan/Profile Sheets within right-of-way and offsite to the receiving tributary or overland flow area
- e. Detention Pond/Rain Garden Grading Plan and Typical Sections
- f. Detention Pond/Rain Garden Maintenance Details
- g. Trench Protection and Special Shoring Details (if applicable)
- h. Prepare culvert cross sections and identify each station location.
- i. Select any necessary standard details from City or TxDOT list of standards for items such as inlets, manholes, junction boxes and end treatments.
- j. Prepare details for non-standard inlets, manholes and junction boxes.
- k. Prepare drainage details for outlet protection (permanent erosion control), outlet structures and utility accommodation structures.
- l. Identify pipe strength requirements.
- m. Prepare drainage facility quantity summaries.
- n. Identify potential utility conflicts and, if feasible, design to mitigate or avoid those identified conflicts.
- o. Consider pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.
- p. Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.

F. Hydrologic and Hydraulic Report:

Prepare a report summarizing the assumptions, methods for calculations, existing and proposed conditions, and results of analyses. The report will include discussion hydrologic and hydraulic analysis procedures and summaries of calculation results and input parameters along with ROW needs to accommodate storm drain outfalls (within right-of-way and offsite), detention and water quality basins. The report will document that the project will not have adverse impacts on downstream properties and will comply with City of Dripping Springs detention and water quality

requirements.

The ENGINEER will submit the report at each design phase to the CITY for review and comment. The ENGINEER will address comments and submit updates with each design phase.

SIGNING AND PAVEMENT MARKING

Signing: The ENGINEER shall prepare drawings, specifications, and details for necessary small signing. The ENGINEER shall coordinate with the City (and other Engineers as required) for overall temporary, interim, and final signing strategies and placement of signs outside contract limits.

- a. Prepare sign detail sheets for non-standard signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of small signs.
- b. Illustrate and number the proposed signs on plan sheets.
- c. Select each sign foundation from City or TxDOT Standards.

Pavement Marking: The ENGINEER shall detail permanent and temporary pavement markings and channelization devices on plan sheets. The ENGINEER shall coordinate with the City (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. The ENGINEER shall select Pavement markings from the latest City or TxDOT standards.

The ENGINEER shall provide the following information on signing and pavement marking layouts:

- a. Roadway layout
- b. Center line with station numbering
- c. Culverts and other structures that present a hazard to traffic
- d. Location of utilities
- e. Existing signs to remain, to be removed, or to be relocated
- f. Proposed signs (illustrated, numbered and size)
- g. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
- h. Quantities of existing pavement markings to be removed
- i. Proposed delineators and object markers
- j. Right-of-way limits
- k. Direction of traffic flow on all roadways

Quantity Summary Sheets: Prepare summary sheets showing item description, item unit, and item quantity for temporary and permanent signing and pavement marking bid items.

TRAFFIC CALMING

The ENGINEER shall incorporate traffic calming measures (pinch points, speed tables, and raised crosswalks) into the roadway design plans. The ENGINEER shall develop specifications and details for traffic calming measures.

TRAFFIC CONTROL PLAN, DETOURS, AND SEQUENCE OF CONSTRUCTION

The ENGINEER shall prepare Traffic Control Plans (TCP) for the project. A detailed TCP shall be developed in accordance with the latest edition of the TMUTCD. The ENGINEER is to implement the

current Barricade and Construction (BC) standards as applicable. The ENGINEER shall interface and coordinate phases of work, including the TCP, with adjacent Engineers. The ENGINEER shall:

- A. Overall Phasing Plan:** Develop an overall phasing plan for the project showing the phasing layout for construction of the proposed improvements.
- B. Traffic Control Narrative:** Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, work zone pavement markings, barricades, flaggers, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence.
- C. Traffic Control Phasing Layouts:** Prepare Traffic Control Phasing Layouts (3 Phases assumed) for each phase of the project including typical sections that identify the travel lanes and work zones. The ENGINEER shall show proposed traffic control devices for at-grade intersections during each construction phase (stop signs, flaggers, signals, etc.). The ENGINEER shall show temporary roadways, structures and detours required to maintain traffic throughout the construction phasing.

The Phasing Layouts will include the following:

- a. Prepare each TCP in coordination with the City. The TCP shall include interim signing for every phase of construction. Interim signing shall include regulatory, warning, construction, route, and guide signs. The ENGINEER shall interface and coordinate phases of work, including the TCP, with adjacent Engineers, which are responsible for the preparation of the PS&E for adjacent projects.
- b. Maintain continuous access to abutting properties during all phases of the TCP. The ENGINEER shall develop a list of each abutting property along its alignment. The ENGINEER shall prepare exhibits for and attend meetings with the public, as requested by the City.
- c. Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of- Entry, the ENGINEER shall notify the City in writing of the need and justification for such action. The ENGINEER shall identify and coordinate with all utility companies for relocations required.
- d. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g., storm drain, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
- e. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.
- f. Delineate areas of wetlands on traffic control plans (if any).
- g. Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The ENGINEER shall show horizontal and vertical location of culverts and required cross sectional area of culverts. If

temporary shoring is required, prepare layouts and show the limits on the applicable TCP.

- h. Quantity Summary Sheets: Provide summary sheets showing item description, item unit, and item quantity for temporary and permanent traffic control bid items.
- i. Standards Selection: Include standard sheets applicable to project for traffic control design elements.

ILLUMINATION

The ENGINEER shall prepare Illumination Plans, Details, and Specifications for the project. The ENGINEER will coordinate the illumination design options with the City (and other Engineers as required) for overall final luminaire product selections and layout. The final Illumination design will comply with the local Dark Sky Lighting Ordinance, latest NEC, ANSI/IES RP-8-18, and City and/or TxDOT Standards. The ENGINEER shall:

- A.** Conduct a google earth survey of the existing illumination (safety, intersection, and pedestrian), associated electrical services, utility electric service drops, utility electric primary routing, and illumination aboveground/underground infrastructure.
- B.** Remove all existing illumination (safety, intersection, and pedestrian), associated electrical services, and illumination aboveground/underground infrastructure in conflict within the Old Fitzhugh Road reconstruction.
- C.** Provide new illumination (safety, intersection, and pedestrian), associated electrical services, and underground illumination infrastructure services for all illumination (safety, intersection, and pedestrian) per the ANSI/IES RP-8-18 roadway type and pedestrian volume illumination classification/ recommendations.
- D.** Utilize the minimal number of electrical services locations for the illumination (safety, intersection, and pedestrian).
- E.** Project Task List
 - a. Data Collection
 - i. Utility power company(s) contact(s)
 - ii. Existing utility(s) overhead and underground routing information
 - iii. Existing illumination electrical services information (voltage, service size, connected loads, spares, etc.)
 - iv. Available voltage for new illumination electrical services
 - v. As-Builts of existing safety, intersection, and pedestrian illumination
 - b. Survey
 - i. HDR will perform a google earth survey of the existing illumination (safety, intersection, and pedestrian), associated electrical services, utility electric service drops, utility electric primary routing, and illumination aboveground/underground infrastructure.
 - c. Illumination Design
 - i. Utility power company coordination
 - ii. ANSI/IES RP-8-18 Roadway Illumination compliance

- iii. Photometric analysis (Project Limits)
 - iv. Overcurrent protection of electric services and branch circuits
 - v. Voltage drop analysis for electrical services and branch circuits
 - vi. Electrical service load analysis and schematics
 - vii. NEC, City and/or TxDOT compliance
 - viii. Illumination Removal Plans
 - ix. Illumination Summary & Plans
 - x. Illumination mounting details (if applicable)
- d. Electrical for Illumination System
- i. Utility Power Coordination
 - Contact the utility power company(s) for existing available voltage, service size, connected loads, and locations of existing illumination electrical services.
 - Coordinate the voltage, service size, connected loads, and locations of the new illumination electrical services.
 - ii. ANSI/IES RP-8-18 Compliance
 - Determine the applicable safety, intersection, and pedestrian recommended illumination design standards per the roadway type and pedestrian volume project classification.
 - iii. Photometric Analysis
 - Conduct photometric analysis (project limits) for illumination (safety, intersection, and pedestrian) foot-candle compliance.
 - Photometric analysis will be utilized to determine the illumination assembly selection type, distribution, mounting height, and spacing for illumination (safety, intersection, and pedestrian).
 - iv. Overcurrent Protection
 - Conduct overcurrent protection analysis for determining electrical service and branch circuit breaker sizes.
 - v. Voltage Drop
 - Conduct voltage drop analysis for determining electrical service feeders, branch circuit conductors, and conduit sizes.
 - vi. Electrical Service Load Analysis and Schematics
 - Conduct load analysis for all illumination electrical services to determine the electrical service sizes.
 - Develop schematics for all illumination electrical services.
 - vii. NEC, City and/or TxDOT Compliance
 - Design illumination utilizing the most current TxDOT Highway Illumination Manual, City Standards, and applicable National Electric Code (NEC).
 - viii. Illumination Removal Plans

- Develop illumination plans for removal of all existing illumination (safety, intersection, and pedestrian), associated electrical services, and illumination aboveground/underground infrastructure in conflict with the Old Fitzhugh Road reconstruction.
- ix. Illumination Summary & Plans
- Develop illumination plans for illumination (safety, intersection, and pedestrian).
 - Develop Illumination Summary for all illumination quantities
- x. Illumination Details & Specifications
- Develop illumination details and specifications for any items not covered by the TxDOT Standards and/or City Standards.

STORM WATER POLLUTION PREVENTION PLANS (SW3P)

- A. SW3P Plan Sheets:** The ENGINEER shall develop the SW3P plan sheets to minimize potential impacts to receiving waterways. The SW3P shall include text describing the plan, quantities, type, phase, and locations of erosion control devices (BMPs) and any required permanent erosion control.
- B. Quantity Summary Sheets:** Provide summary sheets showing item description, item unit, and estimated item quantities.
- C. Standards Selection:** Include standard sheets applicable to the project for temporary and permanent SW3P elements.

UTILITY COORDINATION

The following scope defines the Utility Coordination and Engineering services to be provided on this project, for a maximum of 8 utility owners, listed below per Texas One-Call.

- Pedernales Electric Cooperative
- Charter - Spectrum
- Fiber Light
- Texas Gas Service
- Frontier Communications Inc.
- Dripping Springs Water Supply Corporation - Water
- City of Dripping Springs - Wastewater

A. Utility Coordination

- a. Place One-Call, determine Utility Point of Contacts, create Contact List
- b. Coordination with Project Team, Preparation and Delivery of Utility Status Reports
- c. Send out formal Notification Letters communicating project footprint and timeline
- d. Create and maintain Utility Communication Log tracking correspondence with utility companies
- e. Coordinate and Conduct Utility Project Kick-off Meeting (includes invites, preparation, agenda, and meeting minutes) (Assume 1 virtual meeting maximum)
- f. Coordinate and Conduct individual utility coordination meetings, meeting minutes (Assume- + 3 joint virtual meetings per utility- maximum of 15 meetings). Coordination meetings

include verification of utility mapping depictions, review of conflicts, resolutions, designs, and relocation statuses.

- g. Identify Utilities with Compensable Rights- Coordinator will request appropriate documentation from utilities to validate prior rights and property interests
- h. Review confirmed utility conflicts with each utility company and determine best mitigation of each
- i. Obtain Clearance Letters for City for Utilities not in conflict
- j. Provide Final Contacts List, Coordination Tracking Log, Utility Status Report and key coordination Meeting Minutes
- k. Coordination of Utility Permitting

B. SUE QL-D

Subsurface Utility Engineering Quality Level D -

- a. Quality Level D: Collect Utility Records, block-maps and as-builts. Plot Utilities from review and analysis of available existing utility records.

C. Utility Engineering

- a. Preparation and maintenance of Existing Utility Layout (includes survey, records research, proposed roadway, sidewalk and drainage features, aerial background, with all utilities getting assigned a distinct line style for ease of visual identity), and QC. Layout is defined as a plotter Roll Plot (typical 36" x 52" Layout)
- b. Verify Identified utility conflicts with proposed improvements and constructability of improvements, include labeling conflicts with numerical ID, determine any additional conflicts
- c. Display and maintain potential utility conflict annotations on Utility Layout.
- d. Create and maintain a further detailed Utility Conflict Matrix corresponding with each Conflict ID
- e. Calculate conflict confirmation/ clearance with proposed improvement design information including pavement and drainage facilities
- f. Evaluate potential need for SUE QL-B locating and QL-A Test Hole services at key locations for conflict determination
- g. Provide formal QC of Utility Layout, Conflict Matrix
- h. Upon confirmation of all conflicts, provide technical support to work with utility companies and design teams to obtain best solution to resolve each conflict - Design Modifications to Avoid, Protect in Place or Relocate Utility
- i. Provide technical support for interpretation of Utility: standards, timelines, material descriptions, labor quantities, symbols, terms/ slang, and prior rights validation
- j. Provide feasible proposed utility alignments for required facilities needing relocation
- k. Assist utility companies in the relocation design by providing interim over-the-shoulder reviews and comment sessions on their relocation design plans. (Compatibility with road/ drainage improvements, Compliance to applicable Design Criteria Manual, Utility Accommodations Rules, Regulations, constructability, schedule and sequencing for Installations, Cutovers and customer outages, removal/ abandonment of old facilities) (maximum of 6 utility design plan reviews at twice each, 12 reviews total)

- I. Deliver a finalized Utility Layout, Conflict Matrix

D. Utility Coordination & Engineering Exclusions:

- a. This scope does not include 11x17 plan sets of project utility sheets.
- b. Utility Payment coordination and development of Reimbursement Agreements are not included in the coordination scope.
- c. Coordination or communications with other stakeholders beyond utilities companies, such as access and service negotiations with local landowners, are not included in this utility coordination scope.
- d. Conflict analysis is scoped to be performed once, substantial project changes requiring significant re-analysis of conflicts and SUE needs as an additional effort is not included in this scope
- e. This scope does not include Utility Relocation Design services such as water and wastewater relocation designs.
- f. This scope does not include coordination with utility companies to determine timelines and schedules including design time, long-lead material time, moratorium periods, bidding/ award time, construction timeframe and removal/ proper abandonment for conflicted utilities. The scope assumes the City will provide these services.
- g. This scope does not include field construction inspection services such as Utility Construction Monitoring, Scheduling or Verification

ENVIRONMENTAL

The Engineer shall prepare technical reports and provide all documentation in support of a Categorical Exclusion (CE) in preparation for future state or federal grants or funding that may be made available for the proposed project. The CE shall meet the requirements of 23 CFR §771.117 and TAC, Title 43, Part 1, Chapter 2. The Engineer shall follow guidance per current TxDOT toolkits and the State in effect as of the date of delivery of the documents for review; current state and federal laws, regulations, and policies; agreements between the State and other state or federal agencies; and FHWA and AASHTO guidelines.

Technical Reports

The Engineer shall prepare technical reports to support the CE. Technical reports and documentation must be prepared for the State with sufficient detail and clarity to support environmental determination(s). Environmental technical reports and documentation must include appropriate National Environmental Policy Act of 1969 (NEPA) or federal regulatory language in addition to the purpose and methodology used in delivering the service.

Environmental technical reports and documentation must include appropriate National Environmental Policy Act of 1969 (NEPA) or federal regulatory language in addition to the purpose and methodology used in delivering the service.

A. Constraints Analysis

The Engineer shall perform a constraints analysis for the project area consisting of desktop research to obtain digital, readily available information about environmental

resources within the project area from the appropriate local, state, and federal agencies. This information will be summarized in the Environmental Constraints Report, and will include the following:

- A cultural resources review to determine the extent of previous studies and identify known historic or archeological sites in or near the proposed project area, including a search of archeological records maintained by the Texas Archeological Research Laboratory and a review of the Texas Historic Sites Atlas maintained by the Texas Historical Commission (THC) for cemeteries and recorded historical markers, properties, or districts listed in the National Register of Historic Places (NRHP) located within the project area.
- A review of current protected species lists from the Texas Parks and Wildlife Department (TPWD) and U.S. Fish and Wildlife Service (USFWS), and a search request from the Texas Natural Diversity Database (TXNDD), National Wetlands Inventory (NWI) maps and current aerial photography will be reviewed for surface water features that may be considered waters of the U.S. that would be affected by the proposed project. Data collected through this task will be stored in Geographical Information Systems (GIS) format.
- A review of Texas Commission on Environmental Quality's (TCEQ) Industrial and Hazardous Waste data for any hazardous materials abutting the ROW.
- An assessment of Section 4(f) properties in the project area and potential impacts.
- A site visit to verify data gleaned from desktop surveys.
- A map of known environmental resources within the project corridor using GIS.

B. Categorical Exclusion

The Engineer shall work with the State to prepare Work Product Development 1 and 2 for the project, to include a project description, project boundaries, and other project details.

C. Historic Resource Identification, Evaluation and Documentation Services

The Engineer shall perform limited non-archeological historic-age resource studies related to compliance with Section 106 and Section 110 of the NHPA (36 CFR 800). Prior to conducting formal historic resource investigations, a Project Coordination Request (PCR) would be prepared and approved to determine if further studies would be warranted.

The PCR shall comply with the TxDOT Environmental Compliance Toolkits provided by the State's Environmental Affairs Division in effect as of the date of the receipt of the documents.

The Engineer shall revise the PCR to address comments by the State at no additional cost to the State and may be required to integrate the findings into another environmental document. The State assumes responsibility for transmitting the findings to THC and for transmitting THC comments to the Engineer's Technical Expert. Engineer's Technical Expert is an institution, firm, individual, or team that provides professional scientific services, including but not limited to archeologists, biologists, geologists, historians, or other environmental professions that conduct environmental or cultural assessments required by state or federal law for

transportation projects. The State assumes responsibility for any further historic, non-archeological surveys that arise from the findings of the PCR.

The Engineer shall conduct tasks associated with public involvement as requested during the historic resources reporting phase and conforming to the methodology outlined in the TxDOT Environmental Compliance Toolkits.

The Engineer shall contact interested parties when applicable in order to determine local knowledge of historic resources in the project area. Interested parties include but are not limited to: Certified Local Governments, Historic Preservation Offices, County Historical Commissions, Historic Bridge Foundation, and other consulting parties.

D. Archeological Background Studies

The Background Study shall be produced by a professional archeologist as defined in 13 TAC §26.4(2). The Archeological Background Study shall conform to the current Review Standard for Archeological Background Studies, available from the State. Unless the Engineer has previously completed an Archeological Background Study for the project, the Archeological Background Study must define and consider all alternatives selected for detailed study, including all existing right of way, all proposed new right of way, easements (temporary and permanent), and any other project-specific location designated by the State. The Archeological Background study shall consider the likely depth of impacts resulting from the proposed project. The location of all alternatives selected for detailed study shall be presented on a map or maps as part of the Archeological Background Study.

For projects in which an Archeological Background Study has already been completed by the Engineer and the project has materially changed --affecting the project limits, proposed new right of way (if any), easements (if any), any other project-specific location designated by the State, and/or the depth of impacts -- the Archeological Background Study shall incorporate the previous study by reference and focus on the project changes.

To conduct the Archeological Background Study, the professional archeologist shall undertake a review of existing data, including, but not limited to, the Texas Archeological Sites Atlas, geologic maps, soil maps, Potential Archeological Liability Map (PALM) of the project area (if applicable), aerial photographs, and historic maps. Based on this review, the Archeological Background Study shall identify and plot on a map the areas that require field investigation to evaluate the project's effects on archeological resources and cemeteries and shall identify the areas in which the proposed project would have no effect on archeological resources and cemeteries. The Archeological Background Study shall identify any areas proposed for field investigation where impacts are deep, extending beyond three feet in depth.

Mechanical excavation and site curation would require supplemental work authorization.

E. Water Resources

The Engineer shall perform a surface water analysis for the project. The engineer shall provide a Draft and final Surface Water Analysis Forms, Draft and final Section 404/10 Impacts Tables. Any required U.S. Army Corps of Engineers (USACE) permitting would be performed under a separate work authorization.

F. Threatened or Endangered Species

The Engineer shall perform a species analysis of the project area and coordinate with TPWD, if required. The Engineer shall provide a Draft and final Species Analysis Form and Spreadsheet and a Draft and final Documentation of Texas Parks and Wildlife Best Management Practices. Surveys for Protected Species or Habitat of Protected Species based on the most current State and TPWD Memorandum of Understanding (MOU Effective 2013.) The Engineer shall:

- Perform surveys of protected species or habitat of protected species. This shall include:
 - All species listed by the United States Fish and Wildlife Service (USFWS) as threatened or endangered or proposed for listing as threatened or endangered (50 CFR 17.11-12),
 - All species that are candidates for review for listing by USFWS as threatened or endangered (per most recently updated list in Federal Register),
 - Species listed as threatened or endangered species or species of greatest conservation need (SGCN) by the State of Texas Threatened and Endangered Species Listings, Texas Park and Wildlife Department (TPWD),
 - Species protected by the Migratory Bird Treaty Act (50 CFR 10.13) and the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c).
- Examine existing data to determine the likelihood that rare species, protected species, their habitat, or designated critical habitat (per 50 CFR §17.94-95) could be impacted by the Transportation Activity. Existing data shall include the Element Occurrence Identification (EOID) records of the TPWD Natural Diversity Database, following the Guidelines set forth in the most current version of TPWD's Guidelines for TXNDD Data Analysis in TxDOT Environmental Documents.

It is not anticipated that the Project will provide habitat for Threatened and Endangered Species. Should habitat be present or Threatened and Endangered Species individuals are identified in the project area, the following tasks would be provided under a supplemental agreement:

- Perform an effect determination pursuant to the Endangered Species Act (ESA) for all federally listed species. A determination of impact must be included for all state-listed species. The determination of effect and impact must be supported by evidence, and may require a detailed assessment. Any technical reports used to support the determination(s) must be referenced and provided to the State.
- Determine whether critical habitat is present in the study area and whether the Transportation Activity will affect that critical habitat.
- Perform species-specific habitat surveys, presence or absence surveys for protected species, or critical habitat (per 50 CFR 17.94-95) and rare species.

- Conduct surveys for the presence or absence of protected species according to protocols adopted by USFWS and TPWD for all protected species for which such protocols have been established.
- Personnel conducting presence or absence surveys for protected species shall hold appropriate USFWS and TPWD permits at the time surveys are performed.
- Conduct presence or absence surveys during the time of the year appropriate for each species. If the Engineer's Technical Expert believes that a work authorization to conduct a presence or absence survey does not adequately consider timing of the survey, notify the State as soon as the issue with the survey timing is recognized.
- Furnish the State with completed Biological Evaluation Form and Engineer's Technical Expert's field notes.
- Coordinate between the State and USFWS or TPWD as directed by the State to verify proper rules, regulations and policies are followed for biological services. All coordination between the Engineer's Technical Expert and resource agencies shall be approved in advance by the State.

Habitat Analysis and Characterization of Project Study Area. The Engineer shall perform an analysis and characterization of habitat and habitat impacts for the study area and documented on the Biological Evaluation Form. The habitat analysis shall be based on the most current State and TPWD MOU and associated Programmatic Agreements.

G. Initial Assessment of Hazardous Materials Impacts

The Engineer shall perform an Initial Site Assessment (ISA) for potential hazardous materials impacts for the limits of the study area. The Engineer is responsible acquiring the latest version of TxDOT's Hazardous Materials Initial Site Assessment (ISA) located in the Hazardous Materials Toolkit.

- Note: The ISA shall determine the potential for encountering hazardous materials in the study area, including possible environmental liability, increased handling requirements (e.g. soil or groundwater), and potential construction worker health and safety issues.
- Note: The Engineer is responsible for reviewing and being familiar with the State's guidance related to the development of the ISA and the Hazardous Material process. All guidance and information related to this can be found on the Hazardous Materials Toolkit.

Produce and submit to the State a completed ISA using the State's ISA Environmental Compliance Toolkit guidance format. The Engineer's completed ISA shall include, when applicable, full copies of list search reports, including maps depicting locations, copies of agency file information, photographs, recommendations, and any other supporting information gathered by the Engineer to complete the ISA.

Based on the ISA information, the Engineer shall provide the State a report discussing the known or potential hazardous materials impacts suitable for inclusion in the environmental document. Should the findings of the ISA conclude that additional investigation, special considerations, or other commitments from the State are required

during future stages of project development, the Engineer shall review those findings and commitments with the State prior to completing the hazardous materials discussion for the environmental document.

H. Section 4(f) Analysis

The Engineer shall determine Section 4(f) impacts in compliance with U.S. Transportation Act. The Engineer will identify any Section 4(f) properties that may be impacted by the Project. The Engineer will work with the State to avoid impacts to the Section 4(f) properties. All Section 4(f) evaluations shall meet the requirements set forth in the State's Environmental Compliance Toolkit guidance. Because the improvements would take place partially within the NRHD listed Dripping Springs Downtown Historic District, it is anticipated that the project would require a Section 4(f) de minimis checklist. If the project would require a programmatic or individual evaluation, that would be performed under a supplemental work authorization.

I. Section 6(f) Evaluation

The Engineer shall determine if Land and Water Conservation Fund Act funds were used for the Section 4(f) property in accordance with the regulatory requirements and TPWD guidelines. It is not anticipated that the Project will require evaluation of a Section 6(f) impact. Additional work required to evaluate, mitigate, and coordinate a Section 6(f) property impact would be done under a supplemental work authorization.

PUBLIC OUTREACH

A. Property Owner and Stakeholder Support

The Consultant will plan and implement one open house meeting and six stakeholder meetings to discuss improvements along Fitzhugh Road with adjacent property owners and stakeholders. The meetings will be held at Dripping Springs City Hall and will provide property owners an opportunity to ask questions and share feedback. The consultant will document meeting attendance and summarize questions and concerns property owners raise. The documentation and summaries will be collected in a meeting summary report for each of the seven meetings.

The Consultant will work with the Communications Director to notify property owners of the upcoming meetings via a mailed letter with details of the meeting day, time and location. The Consultant will develop materials and roll plots and other large-format exhibits depicting the project for the Open House. Small format 8.5 x 11 exhibits showing property impacts will be developed for individual stakeholder coordination. The Consultant will prepare and produce all approved exhibits and materials and will transport all meeting materials to and from the venue.

The Consultant will also develop a presentation to present project updates and status at up to three stakeholder and board meetings.

Assumptions:

- The in-person property owner meetings will take place at a venue available to the City, such as City Hall or a school with tables and chairs readily available through the venue.
- A list of property owners and their mailing addresses will be provided.

Deliverables:

- Meeting planning, logistics coordination and mailing services to schedule meetings with property owners.
- Development and production of meeting materials and exhibits.
- Draft and final meeting summary reports in Word format.
- Stakeholder/property owner database in Excel format.
- PowerPoint presentation for stakeholder and board updates.

RIGHT OF WAY SURVEYING

The purpose of this task is to provide topographic design and right-of-way surveying. All survey work shall conform to Doucet design specifications, including, but not limited to: field book format, data collection techniques, digital file formats and deliverables. Topographic Mapping will conform to TSPS standards and specifications for a Category 6, Condition II Topographic Survey. Right-of-way mapping and property descriptions will conform to TSPS standards and specifications for a Category 1B, Condition II Land Boundary Survey.

The Surveyor shall:

1. **Perform geodetic control surveys and aerial mapping.** Surveyor shall set horizontal and vertical primary control points using a 1/2" rebar at least 18 inches long or driven to refusal (whichever comes first) with aluminum cap. Set primary control points near the beginning, middle and end of the project, but away from possible disturbance from construction activity. The primary control points shall be set at an approximate spacing of 3,500 feet and shall be inter-visible with each other whenever possible. These points shall be used as the primary horizontal and vertical control for the project and shall serve as the temporary benchmarks (TBM's) for the project. Horizontal and vertical data for primary control shall be based on Static GPS observations. Secondary control points shall be set as necessary for conventional ground surveying and terrestrial LiDAR scans based on an approved project control layout plan. An 8½ inch by 11-inch Survey Control Data Sheet shall be prepared for each primary control point. A Survey Control Index Sheet shall be prepared showing all project control. Secondary control shall serve as aerial targets for drone imagery acquisition.
2. **R.O.W. Supplemental Topographic & Tree Survey.** Doucet will prepare supplemental design-level tree and topographic survey along Old Fitzhugh Road from the intersection with Mercer Street to Ranch Road 12 according to exhibit "MAS_OFR concept plan 40sc_2018.05.22 - small.pdf". The survey will tag and locate protected trees, 8 inches and greater in diameter, within the boundary limits of said site. The tree survey will be performed in accordance to the City of Dripping Springs Standard Specifications and Details Manual. The topographic design survey will be performed in accordance with Texas Society of Professional Survey standards for

a Category 6 Condition II Topographic survey and will be based on NAD 83 (2011) using NAVD88 vertical datum with Geoid 12B. The survey will field locate found visible features, both horizontally and vertically, including existing on-site structures, buildings, drainage features, adjacent and onsite sidewalks, curb lines, pavement, and visible above-ground utility appurtenances. One vertical benchmark monument will be set on-site. Topographic data will be utilized in developing a digital terrain model used to generate one-foot contours on the survey. Doucet will contact Texas 811 for utility locate, markings placed by purveyors will be surveyed at time of design survey. The survey drawing will be signed and sealed by a Texas Registered Professional Land Surveyor. Right-of-entry access is to be performed by others.

3. **Right-of-Way Survey.** Doucet will perform Right-of-Way boundary reconnaissance on the ground in a sufficient manner to delineate, close and “tie-off” existing Right-of-Way location along Old Fitzhugh Road from the intersection with Mercer Street to Ranch Road 12. Title search confirming Hays County dedication of Right-of-Way to the City of Dripping Springs will be performed. The Survey will be performed in accordance with the Texas Society of Professional Surveyors Standards for a Category 1A Condition II Land Title Survey and will be based on the Texas Coordinate System NAD 83 (2011). Surveyor shall prepare a right-of-way map set to include existing conditions, resolved right-of-way and property lines, proposed right-of-way and easement lines, roadway centerline alignment and utility and ownership data. Right-of-entry access is to be performed by others.

4. **Storm Drain (4) and Trail (2) Easement Descriptions Survey.** Doucet will use the established boundary survey to create four (4) Storm Drain and two (2) Trail Easement Descriptions to facilitate improvements within or immediately adjacent to the referenced project site according to exhibit “MAS_OFR concept plan 40sc_2018.05.22 - small.pdf”. Easement documentation and recordation will be performed by others. Doucet will prepare easement exhibits and accompanying metes and bounds descriptions of proposed easement locations to be identified by the project engineer and determined at a later date. Easement Descriptions will be signed and sealed by a Texas Registered Professional Land Surveyor. Right-of-entry access is to be performed by others.

URBAN DESIGN AND LANDSCAPE ARCHITECTURE

Develop plans, sections and details that describe the urban design, landscape and hardscape elements of the Project, including, but not limited to street trees, planting areas, pavement treatments and materials, seat walls, specialty paving, lighting, etc. Landscape sheets will describe plant materials, tree and other landscape planting details and under-drainage, as applicable, and irrigation. The design of raingardens or other green infrastructure or “LID” elements will be designed by others and coordinated as part of the streetscape design.

Consistent with the overall schedule of deliverables for the project, prepare its drawing sheets, which will include the hardscape and landscape series of drawings for the 30%, 60%, 90% and Final submittals.

A. Hardscape Sheets

The required, 11" X 17" format plan sheets will be prepared using HDR's roadway (civil) drawings as a base, and will include:

- Layout plans at 1" = 30' scale, describing the back-of-curb alignments and treatments of shared-use-paths, the location and configuration of landscaped areas, light standards, intersections, driveway curb cuts, crosswalks, and other urban design and placemaking elements;
- Up to six (6) ROW cross-sections at 1/16" = 1'-0" scale, describing each distinct design condition within the Project limits, identifying the relationship of the planned improvements with existing buildings and other site features;
- Up to six (6) detailed, back-of-curb cross-sections at 1/4" = 1'-0" scale, describing the above ROW cross-sections in more detail;
- Various other plan and section details, at appropriate scales, to describe the overall scope of and elements within the Project; and
- Up to three, perspective *Sketch-Up* views, describing the treatment of the streetscape.

B. Landscape and Irrigation Sheets

The required, 11" X 17" format landscape plan sheets and irrigation plan sheets will be prepared using MAS' hardscape drawings as a base and will include:

- Six (6) landscape layout plans at 1" = 30' scale, describing the location and type of all landscape elements including street trees, existing trees, planting beds, etc.
- Planting details, including street trees in planting beds and tree and/or paver grates, if applicable;
- Various other plan and section details, at appropriate scales, to describe the overall landscape scope of and elements within the Project; and
- Six (6) irrigation layout plans at 1" = 30' scale;
- Irrigation details and specifications

C. Landscape Specifications

Identify the applicable standard landscape and irrigation specifications, and any "special specifications" or provisions and the appropriate reference items for inclusion in the overall Project Manual.

D. Landscape and Irrigation Cost Estimates

Provide estimates of probable construction costs for landscape and irrigation elements as part of each of the four, PS&E submittals.

E. At the appropriate level of detail per each of the PS&E submittals, MAS will provide:

- Hardscape Sheets;
- Landscape Sheets (including enlarged plans to depict any special areas);
- Landscape Standard and Special Specifications; and
- Landscape Cost Estimate

GEOTECHNICAL ENGINEERING AND PAVEMENT DESIGN

The scope of services will include four phases, geotechnical investigation (drilling and laboratory services), infiltration/percolation testing, geotechnical data reporting, and pavement engineering, which are described below. Field and laboratory testing services will be performed by our subconsultant, HVJ Associates. Prior to drilling, HVJ will call Texas 811 to have utilities located in the area of the proposed borings. Additional utility location actions beyond contacting the above utility locator service are not

included in this Scope of Services.

A. Geotechnical Investigation

Seven (7) borings to depths of 10 feet to aid in pavement design improvements. The borings will be spaced approximately 500 feet apart along the alignment for a total of 70 lineal feet. The soil samples will be obtained using Shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils. If bedrock is encountered, the boring will be terminated at auger refusal. The soil borings will be properly backfilled with bentonite chips and a single lift of cold patch asphalt where applicable.

All the field sampling and laboratory tests will be performed in general accordance with TxDOT design standards, where applicable. HVJSCTx will perform laboratory tests on soil samples recovered from the borings. Laboratory testing will include moisture content, liquid limit, plastic limit, percent passing the #200 sieve, proctor and California Bearing Ratio (CBR) tests. Analytical testing will include sulfate testing.

B. Infiltration/Percolation Tests

Infiltration testing at the four stormwater basin sites. According to the Environmental Criteria Manual (ECM), 1.6.7.4-Infiltration Rate Evaluation (ECM) 1.6.74-Infiltration Rate Evaluation – “The percolation test is geared towards investigating smaller infiltration facilities (i.e., facilities with drainage areas 2 acres or less and maximum ponding depths 12 inches or less). The test can be conducted using simple tools and manual labor and does not require extensive excavation.” The purpose of this investigation is to help determine the infiltration rate through in-situ field testing and visually classify soil characteristics with field tests to aid in the design of draining facilities. The ECM section 1.6.7.4 D. Percolation Test Protocol will be followed for this testing procedure.

C. Geotechnical Engineering Report

Results of the field data and laboratory data will be used to develop a geotechnical data report (GDR) for the proposed roadway improvements. The GDR study will be prepared by an engineer specializing in soil mechanics after reviewing available design, boring and laboratory data. In general, the following items will be included in the GDR:

- Site Vicinity map,
- Geology map,
- Plan of borings,
- Boring logs, Wincore format
- Laboratory test results summary,
- Groundwater conditions,
- Generalized subsurface conditions,
- Infiltration tests results.

D. Pavement Design

Using the subsurface information obtained by HVJ, HDR will develop a flexible pavement thickness designs in general accordance with TxDOT Pavement Design Manual. Our technical design memorandum will include recommended flexible pavement thicknesses including materials and earthwork recommendations. Deliverables to include a draft and a final pavement design memorandums.

Assumptions:

- Borings will be accessible with truck mounted drilling equipment.

- No clearing or grading will be required.
- City of Dripping Spring will provide 20 year 18-kip Equivalent Single Axle Load (ESAL) to be used for pavement design.
- Field services to be performed in Level D personal protective equipment during normal daytime working hours.
- We will make reasonable efforts to limit distress to improved areas; however, we are not responsible for damage to landscaped areas.
- City of Dripping Springs will provide temporary traffic control, where necessary.
- City of Dripping Springs will provide street cut permits, if necessary, at no cost to this project.

ACCESSIBILITY REVIEW

Perform the following services in compliance with the Chapter 469 of the Texas Government Code, State of Texas Architectural Barriers Act to verify compliance with the Texas Accessibility Standards (TAS):

- Register the project with TDLR
- Perform plan review of the project construction documents (as provided by client)
- Perform the final inspection of the project upon completion

The proposal excludes services to determine compliance with other federal, state, or local accessibility requirements such as Public Rights-of-Way Guidelines (PROWAG) and accessibility requirements of building and housing codes such as the International Building Code (IBC).

DELIVERABLES

- Proof of project registration via the TDLR Proof of Registration Sheet.
- Plan Review Report detailing the observed findings of elements that are not in compliance with the Texas Accessibility Standards (TAS).
- Inspection Report detailing the observed elements that are not in compliance with the Texas Accessibility Standards (TAS).

PS&E PREPARATION

- A. Specifications and General Notes:** The ENGINEER shall identify necessary standard specifications, special specifications, special provisions, and the appropriate reference items. The ENGINEER shall prepare General Notes from the City or TxDOT master list, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The ENGINEER shall provide General Notes, Special Specifications and Special Provisions in the required format as specified by the City.
- B. Plans and Estimate:** The ENGINEER shall independently develop the submittal package for each defined deliverable milestone. Numbering of Plan Sheets will be updated with the continued development of the project documents for each submittal. Electronic and hard copy sets of the project documents will be provided at each milestone. The construction plans will include the necessary bid and construction documentation to construct the project in standard City bid format at the specified milestones (30%, 60% & 90%) and Final PS&E submittals. The

ENGINEER shall prepare a construction cost estimate at each defined milestone using the latest available bid data from City or TxDOT sources.

- C. Contract Time Determination:** The ENGINEER shall prepare a detailed contract time estimate to determine the approximate time required for construction of the project in calendar and working days at the 90% and Final PS&E milestone using Primavera P6 software or Microsoft Project. The schedule shall include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. The ENGINEER shall aid the City in interpreting the schedule.
- D. QA/QC Reviews:** ENGINEER will provide QA/QC reviews for 60%, 90%, and 100% Final submittals including a constructability review at the 60% submittal and review of joint-bid utility plans (if any) at each submittal.

DELIVERABLES

The ENGINEER shall provide the following deliverables at each submittal:

- A. 30% Plans Submittal:**
 - a. One printed set and one electronic set of 11" x 17" plan sheets (.PDF format) for City Review.
 - b. Estimate of construction cost.
 - c. ENGINEER's internal QA and QC markup set.
 - d. Utility Conflict Matrix
- B. 60% Plans Submittal:**
 - a. One printed set and one electronic set of 11" x 17" plan sheets (.PDF format) for the City review.
 - b. Estimate of construction cost.
 - c. ENGINEER's internal QA and QC marked up set.
 - d. Utility Conflict Matrix
 - e. Geotechnical Report
 - f. Environmental Constraints Report
- C. 90% Plans Submittal:**
 - a. One printed set and one electronic set of 11" x 17" plan sheets (.PDF format) for the City review
 - b. List of governing Specifications
 - c. General notes
 - d. Plans estimate
 - e. Contract time determination summary (Construction Schedule)
 - f. ENGINEER's internal QA and QC marked-up set.
 - g. Other supporting documents.
- D. Final submittal (100%).**
 - a. Two printed sets and one electronic set of 11" x 17" plan sheets (.PDF format)
 - b. Revised supporting documents from 90% review comments.
 - c. Master design reference files in Microstation format

BID PHASE SERVICES (Hourly)

- A. Prepare Bid Manual –** The ENGINEER shall prepare the project bid manual including latest City front end documents, bid tabulation form (electronic and pdf), contract documents and specifications.
- B. Attend Pre-bid Meeting and Furnish Documents –** The ENGINEER shall be present at the

pre-bid meeting and describe the project improvements and bid documents to prospective bidders.

- C. Prepare and Distribute Addendum** – The ENGINEER shall produce no more than one (1) addendum, as needed, for question response or correction to the bid documents, and distribution to bidders.
- D. Prepare Bid Tab dation** – The ENGINEER shall analyze contractor bids and prepare bid tabulation, .

CONSTRUCTION PHASE SERVICES (Hourly)

- A. Pre-Construction Meeting** – The ENGINEER will attend one pre-construction meeting with the Contractor, the City’s project manager, and related City staff; at an agreed upon date and time.

It would be appropriate at this time to include public and private utility companies, City Planning & Engineering and Public Works representatives, and other parties responsible for oversight and/or approvals that may be directly involved in this project.

This meeting will be to discuss any project related items, including but not limited to questions related to the construction documents, the construction schedule, scheduled construction status meetings, pay requests, and communication methods (e-mail, phone, fax, etc.) available to both the Contractor, the ENGINEER, and the CITY. The ENGINEER will document meeting notes and submit to the City for inclusion into the meeting minutes.

- B. Review of Contractor Submittals** – The ENGINEER will review construction submittals and shop drawings relative to the project specifications and details provided by the Contractor. The Contractor is responsible for providing shop drawings that have complete project information, are clearly depicted, and are ready for the ENGINEER’S review.

The Contractor may submit Shop Drawings and/or Construction Submittals noting minor changes to the Construction Drawings, Specifications, or other information provided by the ENGINEER; and within the area of expertise of the ENGINEER; then modifications and/or approvals may be provided by the ENGINEER. A maximum of twenty (20) Construction Submittal reviews are anticipated.

- C. Construction Site Visits** – The ENGINEER will perform periodic site visits and observations during project construction. Based on the construction schedule timeline developed by the ENGINEER, no more than eight (8) visits are anticipated.

It is at the ENGINEER’S discretion whether to notify the Contractor of a planned or anticipated visit. The ENGINEER may notify the Contractor prior to a site visit to meet the Contractor in the field and discuss ongoing construction operations.

The ENGINEER may request photographs and/or video be taken of specific items in the field by the Contractor. The ENGINEER may also take photographs and/or video to document construction progression, site conditions, or safety issues.

- D. Requests for Information** – The ENGINEER will respond to written Requests for Information (RFI’s) during construction. The ENGINEER will accept written Requests for Information provided by the Contractor. The Contractor is responsible for providing complete and clearly written documents, ready for the ENGINEER’S review.

The Contractor may submit RFI’s to ask for clarification of the Construction Drawings,

Specifications, or other information provided by the ENGINEER for:

Bidding Purposes: and within the area of expertise of the ENGINEER. A maximum of ten (10) RFI reviews are anticipated.

If the Contractor requests RFI's for items outside of the ENGINEER'S area of expertise; they may not be approved by the ENGINEER. The Contractor may then choose to have a Registered Engineer in the State of Texas, with that specific expertise, provide Sealed Shop Drawings for review, rather than an RFI

- E. Final Walk-Through / Punch List** – The ENGINEER will accompany the City Representative and the Contractor on a final walk-through when the Contractor notifies the CITY that the project is substantially complete and ready for final inspection.

The ENGINEER may photograph and/or video the completed work, make verbal comments to the City Representative and to the Contractor during final walk-through; develop a written punch list of items yet to be completed, to be adjusted, removed and / or replaced; document incomplete or missing items; and note those items that are complete and accepted.

The ENGINEER, Contractor, and City will meet at a designated place and time to discuss the Final Walk-Through findings and Punch List. It shall be the Contractor's responsibility to complete the Punch List to the satisfaction of the City prior to acceptance of the project as being constructed in accordance with the construction documents.

Following project acceptance, the Final Acceptance Letter will be completed, and the contractor field notes will be included in as-built drawings as a part of the As-Built Plan deliverables.

- F. As-Built Plans** – The ENGINEER will prepare and submit final as-built plans that reflect field changes for RFI's and change order design modifications and Contractor field mark-ups for the project. One 11" x 17" as-built set along with an electronic copy of the drawings shall be submitted to the City for their records. Additionally, GIS data files will be developed from the project CADD files and submitted to the CITY for review.
- G. Project Management** –. The ENGINEER will prepare monthly invoices and progress reports and implement a QA/QC program throughout the project for all construction record deliverables.

DELIVERABLES

A. Final Design & Bidding

- Conformed Construction Plans, Cost Estimate meeting City and TxDOT Standards and Specifications
- Project Bid Manual
- Addendums
- Bid Tabulation

B. Pre-Construction and During Construction:

- Pre-Construction Meeting related documents such as:
 - Agenda
 - Meeting Minutes
- Construction Submittals and Log
- Construction RFI's and Log
- Construction Site Visit Minutes

- Construction Punch List
- Construction Final Acceptance Letter
- As-Built Plans & GIS files

EXCLUSIONS

- Construction Inspection and Materials Testing services are excluded from this contract. These services will be performed by the CITY through other contracting measures
- Design services beyond those specifically stated in this scope and any previously approved scopes
- Additional construction surveying
- Daily or repeated Construction Inspection Services beyond field meetings established in the scope
- Renderings or animated models
- Retaining Wall Design
- Traffic Signal Warrant Studies or Signal Design
- Utility Relocation Design
- Bid advertisement for the construction project

EXHIBIT A

SERVICES TO BE PROVIDED BY THE CITY

For Roadway Improvements on Old Fitzhugh Road

Dripping Springs, Texas

Project Limits: Old Fitzhugh Road from Mercer Street to RM 12

Project Length: 3,300 feet (0.6 Miles)

In coordination with the services to be provided by the ENGINEER, as described in Exhibit B, the CITY shall provide the following, as available:

PROJECT MANAGEMENT

The CITY will designate a Project Manager to represent the CITY.

DESIGN / ENVIRONMENTAL / UTILITY ENGINEERING

Any records available which would assist in the identification of environmental constraints.

- A. Reviews of recommendations offered by HDR Engineering, Inc. (ENGINEER) and approve or reject any or all work performed under this contract
- B. Review of progress of work and final acceptance of deliverables
- C. Processing of all periodic payment requests submitted by ENGINEER
- D. Assist as necessary in submittal of documentation to regulatory agencies for review, comment, or approval when specified.
- E. All comments regarding the review of the engineering services completed
- F. Assistance in the coordination and scheduling of site visits
- G. Review and approval of typical roadway sections and design criteria developed by the ENGINEER
- H. Pavement design to be used for all new roadways, in consultation with the ENGINEER
- I. Assist as necessary in obtaining the required data and information from other local, regional, state, and federal agencies
- J. Provide the ENGINEER with timely reviews and decisions necessary for the ENGINEER to maintain the project work schedule
- K. Distribute plan sets to the appropriate agencies and the public
- L. Schedule and coordinate, with the ENGINEER public involvement meetings
- M. Furnish available horizontal control points established by the CITY
- N. Furnish available plans and design information for adjoining projects
- O. Furnish available right-of-way maps
- P. Negotiate with all utility companies for any agreements and required relocations
- Q. Pay all reviewing agency fees promptly including review, inspection and recording fees
- R. Assist with obtaining right-of-entry (ROEs) for adjoining property owners necessary for field surveying outside existing public right-of-way
- S. Right of Way Acquisition services and landowner negotiations

- T. Title Commitments for parcels to be acquired
- U. Advertisement and solicitation for bids to construct the project

PLAN REVIEW TURN-AROUND TIMES

- 30% Submittal: 3-4 Weeks
- 60% Submittal: 3-4 Weeks
- 90% Submittal: 3-4 Weeks
- 100% Final Submittal: 2-3 Weeks

Old Fitzhugh Road PS&E

Summary		HDR	Doucet	MAS	HVJ	TOTAL
A Project Management	Hours	168	56	45	0	269
	Fee	\$35,860	\$9,888	\$7,500	\$0	\$53,248
B Roadway Design	Hours	531	0	0	0	531
	Fee	\$70,855	\$0	\$0	\$0	\$70,855
C Drainage Design	Hours	0	609	0	0	609
	Fee	\$0	\$104,890	\$0	\$0	\$104,890
D Signing and Pavement Marking	Hours	201	0	0	0	201
	Fee	\$27,850	\$0	\$0	\$0	\$27,850
E Traffic Calming	Hours	28	0	0	0	28
	Fee	\$4,280	\$0	\$0	\$0	\$4,280
F Traffic Control Plans	Hours	190	0	0	0	190
	Fee	\$25,550	\$0	\$0	\$0	\$25,550
G Illumination	Hours	447	0	0	0	447
	Fee	\$77,580	\$0	\$0	\$0	\$77,580
H Erosion Control and SW3P Narrative	Hours	92	6	0	0	98
	Fee	\$11,580	\$1,483	\$0	\$0	\$13,063
I Utility Coordination	Hours	364	0	0	0	364
	Fee	\$61,660	\$0	\$0	\$0	\$61,660
J Environmental	Hours	366	0	0	0	366
	Fee	\$45,140	\$0	\$0	\$0	\$45,140
K Public Outreach	Hours	252	54	40	0	346
	Fee	\$30,420	\$10,249	\$4,480	\$0	\$45,149
L Right-of-Way Surveying	Hours	0	127	0	0	127
	Fee	\$0	\$19,776	\$0	\$0	\$19,776
M Landscape, Streetscape Design, and Urban Design	Hours	0	0	600	0	600
	Fee	\$0	\$0	\$65,200	\$0	\$65,200
N Geotechnical Engineering and Pavement Design	Hours	36	6	0	74	116
	Fee	\$8,640	\$1,174	\$0	\$15,612	\$25,426
O PS&E Preparation	Hours	105	0	0	0	105
	Fee	\$20,100	\$0	\$0	\$0	\$20,100
P Bid Phase Services	Hours	52	10	8	0	70
	Fee	\$8,790	\$2,009	\$1,000	\$0	\$11,799
Q Construction Phase Services	Hours	116	49	24	0	189
	Fee	\$19,930	\$8,642	\$3,000	\$0	\$31,572
R Expenses	Hours					
	Fee	\$5,175	\$1,000	\$1,000	\$0	\$7,175
TOTAL HOURS		2,780	858	685	74	4397
TOTAL FEE		\$453,410	\$159,110	\$82,180	\$15,612	\$710,312

Old Fitzhugh Road PS&E

Summary by Phase		HDR	Doucet	MAS	HVJ	TOTAL
30 Percent Design Plans						
A	Project Management	67.2 \$14,344	22.4 \$3,955	13.5 \$3,000	0 \$0	80.7 \$15,974
B	Roadway Design	100 \$13,810	0 \$0	0 \$0	0 \$0	100 \$13,810
C	Drainage Design	0 \$0	173 \$31,080	0 \$0	0 \$0	173 \$31,080
D	Signing and Pavement Marking	45 \$5,175	0 \$0	0 \$0	0 \$0	45 \$5,175
E	Traffic Calming					
F	Traffic Control Plans					
G	Illumination	102 \$18,030	0 \$0	0 \$0	0 \$0	102 \$18,030
H	Erosion Control and SW3P Narrative					
I	Utility Coordination	73 \$12,332	0 \$0	0 \$0	0 \$0	73 \$12,332
J	Environmental	78 \$10,280	0 \$0	0 \$0	0 \$0	78 \$10,280
K	Public Outreach					
L	Right-of-Way Surveying	0 \$0	127 \$19,776	0 \$0	0 \$0	127 \$19,776
M	Landscape, Streetscape Design, and Urban Design	0 \$0	0 \$0	160 \$18,400	0 \$0	160 \$18,400
N	Geotechnical Engineering and Pavement Design					
O	PS&E Preparation	27 \$5,460	0 \$0	0 \$0	0 \$0	27 \$5,460
P	Bid Phase Services					
Q	Construction Phase Services					
R	Expenses	\$500	\$300	\$300	\$0	\$2,153
	Total Hours	492	322	174	0	988
	Total Fee	\$79,931	\$55,111	\$21,700	\$0	\$156,742

60 Percent Design Plans						
A	Project Management	50.4 10758	16.8 2966.4	13.5 2250	0 0	80.7 15974.4
B	Roadway Design	234 \$30,910	0 \$0	0 \$0	0 \$0	234 \$30,910
C	Drainage Design	0 \$0	151 \$26,157	0 \$0	0 \$0	151 \$26,157
D	Signing and Pavement Marking	69 \$9,940	0 \$0	0 \$0	0 \$0	69 \$9,940
E	Traffic Calming	28 \$4,280	0 \$0	0 \$0	0 \$0	28 \$4,280
F	Traffic Control Plans	114 \$15,650	0 \$0	0 \$0	0 \$0	114 \$15,650
G	Illumination	178 \$30,370	0 \$0	0 \$0	0 \$0	178 \$30,370
H	Erosion Control and SW3P Narrative	92 \$11,580	6 \$1,483	0 \$0	0 \$0	98 \$13,063
I	Utility Coordination	291 \$49,328	0 \$0	0 \$0	0 \$0	291 \$49,328
J	Environmental	288 \$34,860	0 \$0	0 \$0	0 \$0	288 \$34,860
K	Public Outreach	252 \$30,420	54 \$10,249	40 \$4,480	0 \$0	346 \$45,149
L	Right-of-Way Surveying					
M	Landscape, Streetscape Design, and Urban Design	0 \$0	0 \$0	180 \$20,400	0 \$0	180 \$20,400
N	Geotechnical Engineering and Pavement Design	36 \$8,640	6 \$1,174	0 \$0	74 \$15,612	116 \$25,426
O	PS&E Preparation	26 \$5,220	0 \$0	0 \$0	0 \$0	26 \$5,220
P	Bid Phase Services					
Q	Construction Phase Services					
R	Expenses	\$1,000	\$300	\$300	\$0	\$2,153
	Total Hours	1,659	234	234	74	2,200
	Total Fee	\$242,956	\$42,329	\$27,430	\$15,612	\$328,327

	<u>90 Percent Design Plans</u>					
A	Project Management	33.6 7172	11.2 1977.6	9 1500	0 0	80.7 15974.4
B	Roadway Design	148 \$19,570	0 \$0	0 \$0	0 \$0	148 \$19,570
C	Drainage Design	0 \$0	141 \$23,716	0 \$0	0 \$0	141 \$23,716
D	Signing and Pavement Marking	69 \$9,940	0 \$0	0 \$0	0 \$0	69 \$9,940
E	Traffic Calming					
F	Traffic Control Plans	62 \$8,130	0 \$0	0 \$0	0 \$0	62 \$8,130
G	Illumination	106 \$18,610	0 \$0	0 \$0	0 \$0	106 \$18,610
H	Erosion Control and SW3P Narrative					
I	Utility Coordination					
J	Environmental					
K	Public Outreach					
L	Right-of-Way Surveying					
M	Landscape, Streetscape Design, and Urban Design	0 \$0	0 \$0	160 \$16,400	0 \$0	160 \$16,400
N	Geotechnical Engineering and Pavement Design					
O	PS&E Preparation	25 \$4,960	0 \$0	0 \$0	0 \$0	25 \$4,960
P	Bid Phase Services					
Q	Construction Phase Services					
R	Expenses	\$2,675	\$300	\$300	\$0	\$2,153
	Total Hours	444	152	169	0	765
	Total Fee	\$71,057	\$25,993	\$18,200	\$0	\$115,250

100 Percent Design Plans						
A	Project Management	17 \$3,586	6 \$989	5 \$750	0 \$0	27 \$5,325
B	Roadway Design	49 \$6,565	0 \$0	0 \$0	0 \$0	49 \$6,565
C	Drainage Design	0 \$0	144 \$23,937	0 \$0	0 \$0	144 \$23,937
D	Signing and Pavement Marking	18 \$2,795	0 \$0	0 \$0	0 \$0	18 \$2,795
E	Traffic Calming					
F	Traffic Control Plans	14 \$1,770	0 \$0	0 \$0	0 \$0	14 \$1,770
G	Illumination	61 \$10,570	0 \$0	0 \$0	0 \$0	61 \$10,570
H	Erosion Control and SW3P Narrative					
I	Utility Coordination					
J	Environmental					
K	Public Outreach					
L	Right-of-Way Surveying					
M	Landscape, Streetscape Design, and Urban Design	0 \$0	0 \$0	100 \$10,000	0 \$0	100 \$10,000
N	Geotechnical Engineering and Pavement Design					
O	PS&E Preparation	27 \$4,460	0 \$0	0 \$0	0 \$0	27 \$4,460
P	Bid Phase Services					
Q	Construction Phase Services					
R	Expenses	\$500	\$100	\$100	\$0	\$718
	Total Hours	186	150	105	0	440
	Total Fee	\$30,246	\$25,026	\$10,850	\$0	\$66,122
Bid and Construction Phase						
P	Bid Phase Services	52 \$8,790	10 \$2,009	8 \$1,000	0 \$0	70 \$11,799
Q	Construction Phase Services	116 \$19,930	49 \$8,642	24 \$3,000	0 \$0	189 \$31,572
R	Expenses	\$500	\$0	\$0	\$0	\$500
	Total Hours	168	59	32	0	259
	Total Fee	\$29,220	\$10,650	\$4,000	\$0	\$43,870
	Grand Total Hours	2,948	917	713	74	4,652
	Grand Total Fee	\$453,410	\$159,110	\$82,180	\$15,612	\$710,312

Old Fitzhugh Road PS&E

Detailed Summary		HDR	Doucet	MAS	HVJ	TOTAL
A	Project Management					
	Hours	168	56	45	0	269
	Fee	\$35,860	\$9,888	\$7,500	\$0	\$53,248
B	Roadway Design					
	30% Hours	100	0	0	0	100
	30% Fee	\$13,810	\$0	\$0	\$0	\$13,810
	60% Hours	234	0	0	0	234
	60% Fee	\$30,910	\$0	\$0	\$0	\$30,910
	90% Hours	148	0	0	0	148
	90% Fee	\$19,570	\$0	\$0	\$0	\$19,570
	100% Hours	49	0	0	0	49
	100% Fee	\$6,565	\$0	\$0	\$0	\$6,565
	Total Hours	531	0	0	0	531
	Total Fee	\$70,855	\$0	\$0	\$0	\$70,855
C	Drainage Design					
	30% Hours	0	173	0	0	173
	30% Fee	\$0	\$31,080	\$0	\$0	\$31,080
	60% Hours	0	151	0	0	151
	60% Fee	\$0	\$26,157	\$0	\$0	\$26,157
	90% Hours	0	141	0	0	141
	90% Fee	\$0	\$23,716	\$0	\$0	\$23,716
	100% Hours	0	144	0	0	144
	100% Fee	\$0	\$23,937	\$0	\$0	\$23,937
	Total Hours	0	609	0	0	609
	Total Fee	\$0	\$104,890	\$0	\$0	\$104,890
D	Signing and Pavement Marking					
	30% Hours	45	0	0	0	45
	30% Fee	\$5,175	\$0	\$0	\$0	\$5,175
	60% Hours	69	0	0	0	69
	60% Fee	\$9,940	\$0	\$0	\$0	\$9,940
	90% Hours	69	0	0	0	69
	90% Fee	\$9,940	\$0	\$0	\$0	\$9,940
	100% Hours	18	0	0	0	18
	100% Fee	\$2,795	\$0	\$0	\$0	\$2,795
	Total Hours	201	0	0	0	201
	Total Fee	\$27,850	\$0	\$0	\$0	\$27,850
E	Traffic Calming					
	Hours	28	0	0	0	28
	Fee	\$4,280	\$0	\$0	\$0	\$4,280
F	Traffic Control Plans					
	60% Hours	114	0	0	0	114
	60% Fee	\$15,650	\$0	\$0	\$0	\$15,650
	90% Hours	62	0	0	0	62
	90% Fee	\$8,130	\$0	\$0	\$0	\$8,130
	100% Hours	14	0	0	0	14
	100% Fee	\$1,770	\$0	\$0	\$0	\$1,770
	Hours	190	0	0	0	190
	Fee	\$25,550	\$0	\$0	\$0	\$25,550

G	Illumination	30% Hours	102	0	0	0	102
		30% Fee	\$18,030	\$0	\$0	\$0	\$18,030
		60% Hours	178	0	0	0	178
		60% Fee	\$30,370	\$0	\$0	\$0	\$30,370
		90% Hours	106	0	0	0	106
		90% Fee	\$18,610	\$0	\$0	\$0	\$18,610
		100% Hours	61	0	0	0	61
		100% Fee	\$10,570	\$0	\$0	\$0	\$10,570
		Total Hours	447	0	0	0	447
		Total Fee	\$77,580	\$0	\$0	\$0	\$77,580
H	Erosion Control and SW3P Narrative	Hours	92	6	0	0	98
		Fee	\$11,580	\$1,483	\$0	\$0	\$13,063
I	Utility Coordination	Hours	364	0	0	0	364
		Fee	\$61,660	\$0	\$0	\$0	\$61,660
J	Environmental	30% Hours	78	0	0	0	78
		30% Fee	\$10,280	\$0	\$0	\$0	\$10,280
		60% Hours	288	0	0	0	288
		60% Fee	\$34,860	\$0	\$0	\$0	\$34,860
		Hours	366	0	0	0	366
		Fee	\$45,140	\$0	\$0	\$0	\$45,140
K	Public Outreach	Hours	252	54	40	0	346
		Fee	\$30,420	\$10,249	\$4,480	\$0	\$45,149
L	Right-of-Way Surveying	Hours	0	127	0	0	127
		Fee	\$0	\$19,776	\$0	\$0	\$19,776
M	Landscape, Streetscape Design, and Urban Design	30% Hours	0	0	160	0	160
		30% Fee	\$0	\$0	\$18,400	\$0	\$18,400
		60% Hours	0	0	180	0	180
		60% Fee	\$0	\$0	\$20,400	\$0	\$20,400
		90% Hours	0	0	160	0	160
		90% Fee	\$0	\$0	\$16,400	\$0	\$16,400
		100% Hours	0	0	100	0	100
		100% Fee	\$0	\$0	\$10,000	\$0	\$10,000
		Total Hours	0	0	600	0	600
		Total Fee	\$0	\$0	\$65,200	\$0	\$65,200
N	Geotechnical Engineering and Pavement Design	Hours	36	6	0	74	116
		Fee	\$8,640	\$1,174	\$0	\$15,612	\$25,426
O	PS&E Preparation	30% Hours	27	0	0	0	27
		30% Fee	\$5,460	\$0	\$0	\$0	\$5,460
		60% Hours	26	0	0	0	26
		60% Fee	\$5,220	\$0	\$0	\$0	\$5,220
		90% Hours	25	0	0	0	25
		90% Fee	\$4,960	\$0	\$0	\$0	\$4,960
		100% Hours	27	0	0	0	27
		100% Fee	\$4,460	\$0	\$0	\$0	\$4,460
		Total Hours	105	0	0	0	105
		Total Fee	\$20,100	\$0	\$0	\$0	\$20,100
P	Bid Phase Services	Total Hours	52	10	8	0	70
		Total Fee	\$8,790	\$2,009	\$1,000	\$0	\$11,799
Q	Construction Phase Services						

R Expenses	Total Hours	116	49	24	0	189
	Total Fee	\$19,930	\$8,642	\$3,000	\$0	\$31,572
	Fee	\$5,175	\$1,000	\$1,000	\$0	\$7,175
	TOTAL HOURS	2,948	917	717	74	4,656
	TOTAL FEE	\$453,410	\$159,110	\$82,180	\$15,612	\$710,312

<u>100% Plans</u>																										
A. Title Sheet and Index of Sheets																										
B. Typical Sections																										
C. Project Layout																										
D. Horizontal Alignment Data Sheets:																										
E. Roadway Plan & Profile																										
F. Intersection Layouts - Cross Streets																										
G. Driveway Plan & Profiles																										
H. Removal Layouts																										
I. Pedestrian and Bicycle Facilities																										
J. Roadway Cross Sections																										
K. Miscellaneous Detail Sheets																										
L. Quantity Summary Sheets																										
M. Standards Selection																										
N. Final PSE Submittal QC and Prepare																										
Task Subtotal Hours	0	0	4	0	2	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
100% Subtotal Fee	\$0	\$0	\$1,000	\$0	\$480	\$0	\$1,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Task Subtotal Hours	0	0	20	0	20	54	135	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task Subtotal Fee	\$0	\$0	\$5,000	\$0	\$4,800	\$9,450	\$16,875	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
C Drainage Design																										
Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D Signing and Pavement Marking																										
<u>30% Plans</u>																										
30% - Signing and Pavement Marking																										
30% - Quantity Summary																										
Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30% Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>60% Plans</u>																										
60% - Signing and Pavement Marking																										
60% - Quantity Summary																										
Task Subtotal Hours	0	2	2	0	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
60% Subtotal Fee	\$0	\$1,040	\$750	\$0	\$0	\$2,975	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>90% Plans</u>																										
90% - Signing and Pavement Marking																										
90% - Quantity Summary																										
Task Subtotal Hours	0	2	2	0	0	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
90% Subtotal Fee	\$0	\$1,040	\$750	\$0	\$0	\$2,975	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<u>100% Plans</u>																										
100% Final																										
Task Subtotal Hours	0	2	1	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
100% Subtotal Fee	\$0	\$520	\$250	\$0	\$0	\$875	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task Subtotal Hours	0	10	7	0	0	39	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task Subtotal Fee	\$0	\$2,600	\$1,750	\$0	\$0	\$6,825	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E Traffic Calming																										
A. Evaluation of options and coordination w/ City																										
B. Develop final plan sheet details																										
Task Subtotal Hours	0	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task Subtotal Fee	\$0	\$1,040	\$0	\$0	\$0	\$1,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F Traffic Control Plans																										
<u>60% Plans</u>																										
A. Overall Phasing Plan																										
B. Traffic Control Narrative																										
C. Traffic Control Phasing Layouts																										
D. Standard Selection																										
Task Subtotal Hours	0	2	0	0	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
60% Subtotal Fee	\$0	\$1,040	\$0	\$0	\$0	\$4,200	\$6,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

L Right-of-Way Surveying																									
A.Right-of-Way Mapping Survey & R.O.E.																									
B.Storm Drain (4) and Trail (2) Easement Descriptions Survey																									
C.Storm Drain (4) and Trail (2) Topographic and Tree Survey & Utilities																									
C.Right-of-Way Supplemental Topographic and Tree Survey & Control Survey																									
Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
M Landscape, Streetscape Design, and Urban Design																									
Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
N Geotechnical Engineering and Pavement Design																									
Manage Subconsultant and Site Visit																									
Draft Pavement Design Memorandum																									
Final Pavement Design Memorandum																									
Task Subtotal Hours	0	0	0	0	36	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36
Task Subtotal Fee	\$0	\$0	\$0	\$0	\$8,640	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,640
O PS&E Preparation																									
<u>30% Plans</u>																									
Plans and Estimate:																									
Contract Time Determination																									
QA/QC Reviews																									
Task Subtotal Hours	0	1	10	0	3	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	27
30% Subtotal Fee	\$0	\$1,040	\$2,500	\$0	\$720	\$0	\$625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$575	\$0	\$0	\$5,460
<u>60% Plans</u>																									
Plans and Estimate:																									
Contract Time Determination																									
QA/QC Reviews																									
Task Subtotal Hours	0	1	10	0	2	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	26
60% Subtotal Fee	\$0	\$1,040	\$2,500	\$0	\$480	\$0	\$625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$575	\$0	\$0	\$5,220
<u>90% Plans</u>																									
Specifications and General Notes																									
Plans and Estimate:																									
Contract Time Determination																									
QA/QC Reviews																									
Task Subtotal Hours	0	2	10	0	2	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	25
90% Subtotal Fee	\$0	\$780	\$2,500	\$0	\$480	\$0	\$625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$575	\$0	\$0	\$4,960
<u>100% Plans</u>																									
Specifications and General Notes																									
Plans and Estimate:																									
Contract Time Determination																									
QA/QC Reviews																									
Task Subtotal Hours	0	2	4	0	2	0	13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	27
100% Subtotal Fee	\$0	\$780	\$1,000	\$0	\$480	\$0	\$1,625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$575	\$0	\$0	\$4,460
Task Subtotal Hours	0	14	34	0	9	0	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	0	0	105
Task Subtotal Fee	\$0	\$3,640	\$8,500	\$0	\$2,160	\$0	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,300	\$0	\$0	\$20,100
P Bid Phase Services																									
Prepare Bid Manual																									
Prepare for and attend Pre Bid Meeting																									
Prepare and Distribute Addendum																									
Prepare Bid Tab and Letter of Recommendation																									
Task Subtotal Hours	0	4	0	0	0	26	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	10	52
Task Subtotal Fee	\$0	\$2,600	\$0	\$0	\$0	\$4,550	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$690	\$0	\$950	\$8,790
Q Construction Phase Services																									
Pre-Construction Meeting																									
Review of Contractor Submittals																									
Construction Site Visits																									
Requests for Information																									
Final Walk-Through / Punch List																									
As-Built Plans																									
Project Management																									
Task Subtotal Hours	0	2	0	0	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	4	6	116
Task Subtotal Fee	\$0	\$5,720	\$0	\$0	\$0	\$10,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,760	\$380	\$570	\$19,930
R Expenses																									
Printing																									
Mileage																									
TDLR Accessibility Review - Altura																									
Task Subtotal Fee																									\$5,175
TOTAL HOURS	0	148	85	73	65	569	395	26	64	138	0	0	0	10	86	128	48	88	76	98	0	731	88	32	2948
TOTAL FEE	\$0	\$38,480	\$21,250	\$18,250	\$15,600	\$99,575	\$49,375	\$6,500	\$14,080	\$22,080	\$0	\$0	\$0	\$2,000	\$12,900	\$14,720	\$6,240	\$11,000	\$7,980	\$12,740	\$0	\$84,065	\$8,360	\$3,040	\$453,410

Doucet & Associates																
	Principal	Sr. PM	Senior Project Engineer	Project Engineer II	Engineer Associate II	Senior Civil Technician	Civil Technician	Survey Project Manager (RPLS)	Senior Survey Technician	GIS Specialist	Two-Person Field Crew	Three-Person Field Crew	Party Chief-Time Basis	Administrative Assistant	LiDAR Scanner	TOTAL
2022 TIRZ RATES - DRAFT w 2023 Escalation	\$273	\$247	\$201	\$170	\$139	\$155	\$134	\$227	\$139	\$139	\$165	\$216	\$118	\$108	\$108	
A Project Management																
A. Coordination with City		12		8												20
B. Invoicing and Schedule Updates		12												24		36
C. Subconsultant Coordination, Deliverables Review and Invoices																0
D. Quality Assurance / Quality Control																0
Task Subtotal Hours	0	24	0	8	0	0	0	0	0	0	0	0	0	24	0	56
Task Subtotal Fee	\$0	\$5,933	\$0	\$1,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,596	\$0	\$9,888
B Roadway Design																
Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C Drainage Design																
<u>30% Plans</u>																
Data Collection and field work		4	2	8												14
Hydrologic and Hydraulic design		1	1	4												6
Storm Drain analyses and design, including outfall		4	1	16												21
Storm Drain Hydrologic and Hydraulic Tables		1	1	4												6
Storm Water Detention Analysis and Design		4	1	12												17
Water Quality and Rain garden/bioretention design		8	2	20												30
Plan Sheets for Drainage Design	2	4	1	20		20	20									67
Stormwater Report		2	2	8												12
Task Subtotal Hours	2	28	11	92	0	20	20	0	0	0	0	0	0	0	0	173
30% Subtotal Fee	\$546	\$6,922	\$2,209	\$15,635	\$0	\$3,090	\$2,678	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,080
<u>60% Plans</u>																
Hydrologic and Hydraulic design		1	1	2												4
Storm Drain analyses and design, including outfall		1	1	8												10
Storm Drain Hydrologic and Hydraulic Tables		1	1	2												4
Storm Water Detention Analysis and Design		2	2	8												12
Water Quality and Rain garden/bioretention design		8	2	8												18
Plan Sheets for Drainage Design	2	8	2	24		20	40									96
Stormwater Report		1	2	4												7
Task Subtotal Hours	2	22	11	56	0	20	40	0	0	0	0	0	0	0	0	151
60% Subtotal Fee	\$546	\$5,438	\$2,209	\$9,517	\$0	\$3,090	\$5,356	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,157
<u>90% Plans</u>																
Hydrologic and Hydraulic design		1	1	4												6
Storm Drain analyses and design, including outfall		1	1	12												14
Storm Drain Hydrologic and Hydraulic Tables		1	1	2												4
Storm Water Detention Analysis and Design		2	1	12												15
Water Quality and Rain garden/bioretention design		4	1	12												17
Plan Sheets for Drainage Design		4	1	12		20	40									77
Stormwater Report	2	1	1	4												8
Task Subtotal Hours	2	14	7	58	0	20	40	0	0	0	0	0	0	0	0	141
90% Subtotal Fee	\$546	\$3,461	\$1,406	\$9,857	\$0	\$3,090	\$5,356	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,716
<u>100% Plans, Permitting, Bid Support, Specifications</u>																
Hydrologic and Hydraulic design		0	1	1												2
Storm Drain analyses and design, including outfall		0	1	4												5
Storm Drain Hydrologic and Hydraulic Tables		0	1	1												2
Storm Water Detention Analysis and Design		1	1	8												10
Water Quality and Rain garden/bioretention design		2	1	8												11
Plan Sheets for Drainage Design	1	2	1	8		16	24									52
Stormwater Report		1	1	4												6
City of Dripping Springs Permitting/Coordination		8	16	16		16	16									56
Task Subtotal Hours	1	14	7	50	0	32	40	0	0	0	0	0	0	0	0	144
100% Subtotal Fee	\$273	\$3,461	\$1,406	\$8,498	\$0	\$4,944	\$5,356	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,937
Task Subtotal Hours	7	78	36	256	0	92	140	0	0	0	0	0	0	0	0	609
Task Subtotal Fee	\$1,911	\$19,282	\$7,231	\$43,507	\$0	\$14,214	\$18,746	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$104,890

D	Signing and Pavement Marking	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E	Traffic Calming	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F	Traffic Control Plans	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G	Illumination	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H	Erosion Control and SW3P Narrative																	
	A. SW3P Narrative Sheet			4														4
	B. Erosion Control Sheets																	0
	C. Quantity Summary Sheets																	0
	D. Standards Selection			2														2
		Task Subtotal Hours	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	6
		Task Subtotal Fee	\$0	\$1,483	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,483
I	Utility Coordination	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
J	Environmental	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
K	Public Outreach																	
	Develop materials, messaging and exhibits for property owner meetings (up to 6)			12		6			8									26
	Summarize documentation and feedback received during property owner meetings and develop meeting summaries (up to 6).			6		6												12
	Provide messaging and graphics support developing powerpoint presentations for stakeholder and board member updates (up to 3)			6		2								8				16
		Task Subtotal Hours	0	24	0	14	0	0	8	0	0	0	0	0	8	0	0	54
		Task Subtotal Fee	\$0	\$5,933	\$0	\$2,379	\$0	\$0	\$1,071	\$0	\$0	\$0	\$0	\$0	\$865	\$0	\$0	\$10,249
L	Right-of-Way Surveying																	
	A.Right-of-Way Mapping Survey & R.O.E.								6	20	1	10			1.5			38.5
	B.Storm Drain (4) and Trail (2) Easement Descriptions Survey								4	21	0.5	4			1			30.5
	C.Right-of-Way Supplemental Topographic and Tree Survey & Control Survey								2	24	0.5	31			0.5			58
		Task Subtotal Hours	0	0	0	0	0	0	12	65	2	45	0	0	3	0	0	127
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$2,719	\$9,038	\$278	\$7,416	\$0	\$0	\$324	\$0	\$0	\$19,776
M	Landscape, Streetscape Design, and Urban Design	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
N	Geotechnical Engineering and Pavement Design																	
	Soil boring definition and geotech review for water quality basins			2		4												6
		Task Subtotal Hours	0	2	0	4	0	0	0	0	0	0	0	0	0	0	0	6
		Task Subtotal Fee	\$0	\$494	\$0	\$680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,174

P Bid Phase Services																	
Prepare Bid Manual			1		2												3
Prepare for and attend Pre Bid Meeting			2		2												4
Prepare and Distribute Addendum			1		2												3
Prepare Bid Tab and Letter of Recommendation																	0
Task Subtotal Hours	0	4	0	6	0	0	0	0	0	0	0	0	0	0	0	0	10
Task Subtotal Fee	\$0	\$989	\$0	\$1,020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,009
Q Construction Phase Services																	
Pre-Construction Meeting			2		2												4
Review of Contractor Submittals			1		4												5
Construction Site Visits			2		8												10
Requests for Information			1		2												3
Final Walk-Through / Punch List			2		2												4
As-Built Plans			1		4			8									13
Project Management			2		4										4		10
Task Subtotal Hours	0	11	0	26	0	0	8	0	0	0	0	0	0	0	4	0	49
Task Subtotal Fee	\$0	\$2,719	\$0	\$4,419	\$0	\$0	\$1,071	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$433	\$0	\$8,642
R Expenses																	
Printing																	\$800
Mileage																	\$200
Task Subtotal Fee																	\$1,000
TOTAL HOURS	7	149	36	314	0	92	156	12	65	2	45	0	0	39	0	0	917
TOTAL FEE	\$1,911	\$36,833	\$7,231	\$53,364	\$0	\$14,214	\$20,888	\$2,719	\$9,038	\$278	\$7,416	\$0	\$0	\$4,218	\$0	\$0	\$159,110

MCCANN ADAMS STUDIO

		PRINCIPAL	PROJ MGR	CAD	TOTAL
2022 TIRZ RATES - DRAFT		\$200	\$100	\$80	
A	Project Management				
	A. Coordination with City	30	15		45
	B. Invoicing and Schedule Updates				0
	C. Subconsultant Coordination, Deliverables Review and Invoices				0
	D. Quality Assurance / Quality Control				0
	Task Subtotal Hours	30	15	0	45
	Task Subtotal Fee	\$6,000	\$1,500	\$0	\$7,500
B	Roadway Design				
	Task Subtotal Hours	0	0	0	0
	Task Subtotal Fee	\$0	\$0	\$0	\$0
C	Drainage Design				
	Task Subtotal Hours	0	0	0	0
	Task Subtotal Fee	\$0	\$0	\$0	\$0
D	Signing and Pavement Marking				
	Task Subtotal Hours	0	0	0	0
	Task Subtotal Fee	\$0	\$0	\$0	\$0
E	Traffic Calming				
	Task Subtotal Hours	0	0	0	0
	Task Subtotal Fee	\$0	\$0	\$0	\$0
F	Traffic Control Plans				
	Task Subtotal Hours	0	0	0	0
	Task Subtotal Fee	\$0	\$0	\$0	\$0
G	Illumination				
	Task Subtotal Hours	0	0	0	0
	Task Subtotal Fee	\$0	\$0	\$0	\$0
J	<u>Environmental</u>				
	Task Subtotal Hours	0	0	0	0
	Task Subtotal Fee	\$0	\$0	\$0	\$0
K	<u>Public Outreach</u>				
	Develop materials, messaging and exhibits for property owner meetings (up to 6)	8	16	16	40
	Summarize documentation and feedback received during property owner meetings and develop meeting summaries (up to 6).				0
	Provide messaging and graphics support developing powerpoint presentations for stakeholder and board member updates (up to 3)				0
	Task Subtotal Hours	8	16	16	40
	Task Subtotal Fee	\$1,600	\$1,600	\$1,280	\$4,480

L	<u>Right-of-Way Surveying</u>				
		Task Subtotal Hours	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0
M	<u>Landscape, Streetscape Design, and Urban Design</u>				
	<u>30% Plans</u>		40	40	80
		Task Subtotal Hours	40	40	80
		30% Subtotal Fee	\$8,000	\$4,000	\$6,400
	<u>60% Plans</u>		40	60	80
		Task Subtotal Hours	40	60	80
		60% Subtotal Fee	\$8,000	\$6,000	\$6,400
	<u>90% Plans</u>		20	60	80
		Task Subtotal Hours	20	60	80
		90% Subtotal Fee	\$4,000	\$6,000	\$6,400
	<u>100% Plans</u>		10	40	50
		Task Subtotal Hours	10	40	50
		100% Subtotal Fee	\$2,000	\$4,000	\$4,000
		Task Subtotal Hours	110	200	290
		Task Subtotal Fee	\$22,000	\$20,000	\$23,200
N	<u>Geotechnical Engineering and Pavement Design</u>				
		Task Subtotal Hours	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0
O	<u>PS&E Preparation</u>				
		Task Subtotal Hours	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0
P	<u>Bid Phase Services</u>				
	Prepare Bid Manual		1	3	4
	Prepare for and attend Pre Bid Meeting				0
	Prepare and Distribute Addendum		1	3	4
	Prepare Bid Tab and Letter of Recommendation				0
		Task Subtotal Hours	2	6	8
		Task Subtotal Fee	\$400	\$600	\$0
Q	<u>Construction Phase Services</u>				
	Pre-Construction Meeting		1	3	4
	Review of Contractor Submittals		1	3	4
	Construction Site Visits		1	3	4
	Requests for Information		1	3	4
	Final Walk-Through / Punch List		1	3	4
	As-Built Plans		1	3	4
	Project Management				0
		Task Subtotal Hours	6	18	0
		Task Subtotal Fee	\$1,200	\$1,800	\$0
R	<u>Expenses</u>				\$1,000
	Printing				
	Mileage				
		Task Subtotal Fee			\$1,000
		TOTAL HOURS	156	255	306
		TOTAL FEE	\$31,200	\$25,500	\$24,480
					\$82,180

HVJ Associates

Ms. Ms. Leslie, Pollack, P.E., PTOE
AG21 10392
November 24, 2021 (Revised December 21 and December 22, 2021)

Geotechnical Investigation					
Old Fitzhugh Road (Revised Decemeber 22, 2021)					
HDR					
HVJ Proposal No. AG 19 10392					
TABLE 1					
GEOTECHNICAL INVESTIGATION BREAKDOWN					
Field Investigation					
1.1 Rig Mobilization (maximum of one per project assignment)	1	@	\$600.00	Per ea	\$600.00
1.3.1 Soil Drilling 0' to 25' depth (includes back-filling)	70	@	\$25.00	Per ft	\$1,750.00
1.3.5 Shelby Tube (Thin Wall/3") (ASTM D 1587)	35	@	\$30.90	Per ea	\$1,081.50
Backfilling- Bentonite	70	@	\$8.00	Per ea	\$560.00
1.8 Support Track	3	@	\$150.00	Per day	\$450.00
				Sub Total	\$4,441.50
Laboratory Testing - Standard					
2.1 Moisture Content	10	@	\$25.00	Per ea	\$250.00
2.3 Atterberg Limits (Liquid and Plastic Limits) (ASTM D4318), each	10	@	\$85.00	Per ea	\$850.00
2.5 Percent Passing No. 200 Sieve (ASTM D 422; Tex-110-E)	10	@	\$60.00	Per ea	\$600.00
2.10 Moisture Density Relationship	1	@	\$280.00	Per ea	\$280.00
2.40 CBR of Laboratory-Compacted Soils (ASTM D 1883)(includes 3 points)	1	@	\$500.00	Per ea	\$500.00
3.1.2 Soluble Sulfate (Tex-145-E)	3	@	\$65.00	Per ea	\$195.00
				Sub Total	\$2,675.00
Infiltration Testing					
Staff Engineer	16	@	\$105.00	/hr	\$1,680.00
Engineering Technician	10	@	\$75.00	/hr	\$750.00
Equipment Rental	1	@	\$200.00	per day	\$200.00
				Sub Total	\$2,630.00
Geotechnical Field Work and Investigation Report					
Principal - Muhammad Mustafa	1	@	\$275.00	/hr	\$275.00
Geotechnical Engineering Manager - Jason Schwarz	4	@	\$235.00	/hr	\$940.00
Project Engineer	9	@	\$150.00	/hr	\$1,350.00
Staff Engineer	28	@	\$105.00	/hr	\$2,940.00
Engineering Technician	6	@	\$60.00	/hr	\$360.00
				Sub-Total	\$5,865.00
				Grand Total	\$15,611.50

TIRZ Priority Projects: Planning and Engineering Support Services- Addendum

This Addendum for services (“Addendum”) is made and entered into as of this the 18th day of February, 2020 by and between **HDR Engineering, Inc.**, (“Contractor”); **McCann Adams** (“Contractor”) and **City of Dripping Springs** (“Client”), together referred to as the “Parties”:

Whereas, the City and the Contractors entered into Professional Service Agreements for planning and engineering services related to the Tax Increment Reinvestment Zones on September 12, 2017; and

Whereas, tasks have changed during the course of the projects; and

Whereas, the Parties desire to add new tasks, creating a new task order which increases the total not to exceed costs:

NOW, THEREFORE, the CLIENT and the CONTRACTORS, in consideration of the mutual covenants set forth in the original Professional Service Agreements dated September 12, 2017 and this Addendum, hereby amend the contract to incorporate the Summary of Task Order No. 2 Scope of Work and Fee Proposal attached as Attachment “A” to supplement and add to the Summary of Fee Proposal in the original Professional Service Agreements.

The attached proposal is accepted by the Client and is incorporated herein as an addendum and as part of the Agreement.

The HDR Proposal redistributes funds to recognize continuing Town Center project priority. The total contract amount remains unchanged.

The McCann Adams Proposal redistributes funds to recognize continuing Town Center project priority. The total contract amount remains unchanged.

This Addendum is agreed to and accepted by both parties to the Agreement and shall be effective as of the 18th day of February 2020.

[signature page follows]

CLIENT:

City of Dripping Springs



Todd Purcell, Mayor

2/19/2020

Date

CONTRACTOR:

HDR Engineering, Inc.

Rashed T, Islam, P.E., PTOR, Vice President

Date

CONTRACTOR:

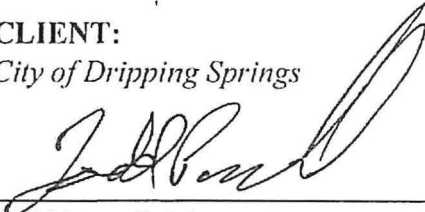
McCann Adams Studio

Jim Adams, President

Date

CLIENT:

City of Dripping Springs



Todd Purcell, Mayor

2/19/2020

Date

CONTRACTOR:

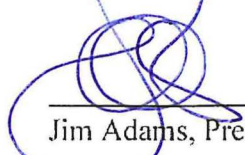
HDR Engineering, Inc.

Rashed T. Islam, P.E., PTOR, Vice President

Date

CONTRACTOR:

McCann Adams Studio

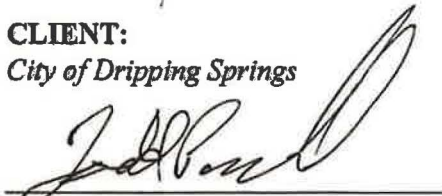


Jim Adams, President

4/28/20

Date

CLIENT:
City of Dripping Springs




Todd Purcell, Mayor

2/19/2020

Date

CONTRACTOR:
HDR Engineering, Inc.



Rashed T. Islam, P.E., P.TOR, Vice President

Date

CONTRACTOR:
McCann Adams Studio

Jim Adams, President

Date

Attachment A

Task Order No. 2: Summary of Scope of Work and Fee Proposal



**DRIPPING SPRINGS TIRZ PRIORITY PROJECTS:
TASK ORDER 2 ADDENDUM 1**

February 5, 2020

SCOPE OF WORK

Task 1: Town Center Support

1.1: Preparation of Draft and Final ILA Document

- HDR/Doucet:
 - Provide support for preparation of Interlocal Agreement (ILA) documents
 - Support services includes answering questions and providing clarification on design assumptions for the Town Center development

Task 2: Old Fitzhugh Road

2.1 Drainage Easements and Consulting

- Doucet:
 - Provide support services for acquisition of drainage easements on Old Fitzhugh Road
 - Recommend drainage easement widths along Old Fitzhugh Road (4 locations)
 - Services include coordination with the City, property owners, or developers along Old Fitzhugh Road (2 meetings assumed)
 - Services include review of preliminary plats or site plans for drainage easements

Task 4: Downtown Parking

4.1 Parking Analysis

- HDR:
 - Conduct additional parking inventory data collection (7 AM – 9 AM) to document existing parking occupancy within the downtown network

4.2 Downtown Parking Strategy Support

- HDR:
 - Provide support for the Downtown Parking Strategy
 - A Drainage Analysis will not be performed for the Downtown Parking Strategy

Task 5: Project Meetings and Work Sessions

5.1: Project Schedule and Invoicing

- HDR/Doucet:
 - Monthly progress reports with invoices (5 assumed)
 - Project coordination (telephone conferences) with TIRZ Project Manager

5.2: Team Work Sessions (3 total)

- HDR/Doucet:
 - A total of three (3) team meetings or work sessions (TIRZ Program Manager, MAS, HDR, Doucet, EPS, CMR, Master Developer) in Dripping Springs or Austin)
 - Meetings will involve progress on Town Center or Downtown Parking Strategy

5.3: TIRZ Board Meetings (2 total)

- HDR/Doucet:
 - Meetings will provide updates and describe work in progress
 - Board will provide direction and approvals as required

5.4: Stakeholder Meetings (1 total)

- HDR:
 - Attend one (1) stakeholder meeting to discuss Downtown Parking Strategy

5.5: Planning Commission and City Council Meetings (3 total)

- HDR:
 - Attend one (1) Planning Commission meeting to discuss Downtown Parking Strategy
 - Attend one (1) City Council work session to discuss Downtown Parking Strategy
 - Attend one (1) City Council meeting to discuss Downtown Parking Strategy

DRIPPING SPRINGS TIRZ PRIORITY PROJECTS
TASK ORDER 2 AMEND 1
SUMMARY OF FEE PROPOSAL
 5-Feb-20

BASE FEE		HDR	DOUCET	TOTAL	
Task 1	Town Center				
	Hours	20	10	30	
	Fee	\$3,980	\$2,150	\$6,130	
Task 2	Old Fitzhugh Road				
	Hours	0	8	8	
	Fee	\$0	\$1,720	\$1,720	
Task 3	Triangle				
	Hours	0	0	0	
	Fee	\$0	\$0	\$0	
Task 4	Downtown Parking				
	Hours	44	0	44	
	Fee	\$6,700	\$0	\$6,700	
Task 5	Project Management, Project Meetings, and Work Sessions				
	Hours	30	20	50	
	Fee	\$12,000	\$4,300	\$16,300	
Expenses					
	Hours				
	Fee	\$1,530	\$29	\$1,559	
TOTAL HOURS		94	38	132	
TOTAL FEE		\$24,210	\$8,199	\$32,409	
TIRZ 1 + 2 PROPOSED REDISTRIBUTION OF FUNDS		TOTAL FEE	FEE REMAINING	PROPOSED REDISTRIBUTION	NET CHANGE
Task 1	Town Center	\$126,020	\$4,278	\$127,873	\$1,853
Task 2	Old Fitzhugh Road	\$80,610	\$14,849	\$67,481	-\$13,129
Task 3	Triangle	\$25,805	\$8,896	\$16,909	-\$8,896
Task 4	Downtown Parking	\$12,500	\$1,443	\$17,757	\$5,257
Task 5	Project Management, Project Meetings, and Work Sessions	\$50,370	-\$2,990	\$69,660	\$19,290
Task 6	Detention	\$10,000	\$3,320	\$6,680	-\$3,320
Expenses		\$4,622	\$2,614	\$3,568	-\$1,054
TOTAL FEE		\$309,927	\$32,409	\$309,927	\$0

**DRIPPING SPRINGS TIRZ PRIORITY PROJECTS:
TASK ORDER 2 ADDENDUM 1**

February 5, 2020

**MCCANN ADAMS STUDIO
SCOPE OF WORK**

Task 1: Town Center Support

- 1.1: Prepare plan exhibits necessary to support Draft and Final ILA
- 1.2: Prepare two renderings (one bird's eye and one ground view) for public outreach and marketing purposes.
- 1.3: Attend up to three meetings in support of Town Center ILA

Task 4: Downtown Parking

- 4.1: Revise/update exhibits for Downtown Parking Plan for inclusion in presentations and to support ordinance.
- 4.2: Provide support to City staff in preparation of ordinance.
- 4.3: Attend up to five meetings in support of ordinance adoption (e.g., staff meeting, stakeholder meeting, P&Z meeting, Council workshop and Council adoption).

Task 5: Project Meetings and Work Sessions

- 5.1: Project Schedule and Invoicing
 - o Monthly progress reports with invoices (5 assumed)
 - o Project coordination (telephone conferences) with TIRZ Project Manager
- 5.2: Team Work Sessions (3 total)

DRIPPING SPRINGS TIRZ PRIORITY PROJECTS
 TASK ORDER 2: AMENDMENT 1
 MCCANN ADAMS STUDIO
 February 3, 2020

		Project Principal	Urban Designer I	Urban Designer II	TOTAL
Hourly Rate		\$190	\$90	\$70	
Task 1	Town Center				
1.1	Prepare Exhibits in Support of ILA	4	0	24	\$2,440
1.2	Prepare Renderings (2)	4	16	0	\$2,200
1.3	Attend up to 3 Meetings	9	0	0	\$1,710
	Subtotal Task 1				\$6,350
Task 4	Downtown Parking				
4.1	Revise/Update Exhibits	2	8	8	\$1,660
4.2	Support to Staff in Ordinance Preparation	8	8	0	\$2,240
4.3	Attend up to 5 Meetings	15	15	0	\$4,200
	Subtotal Task 4				\$8,100
Task 5	Project Management and Coordination				
5.1	Project Schedule and Invoicing	4	0	0	\$760
5.2	Team Work Sessions	6	6	0	\$1,680
	Subtotal Task 5				\$2,440
Expenses	Includes Rendering Costs				\$3,135
TOTAL BASE FEE		52	53	32	\$20,025

PROPOSED REDISTRIBUTION OF FUNDS

		Total Fee	Fee Remaining	Proposed Redistribution	Net Change
Task 1	Town Center Improvements	\$39,500.00	\$10,565.00	\$35,285.00	-\$4,215.00
Task 4	Downtown Parking	\$7,500.00	\$0.00	\$15,600.00	\$8,100.00
Task 5	Project Management	\$12,000.00	\$6,960.00	\$7,480.00	-\$4,520.00
	Direct Expenses	\$2,500.00	\$2,500.00	\$3,135.00	\$635.00
	TOTAL	\$61,500.00	\$20,025.00	\$61,500.00	\$0.00

HDR07212020

**PROFESSIONAL SERVICES AGREEMENT
ADDENDUM**

This Addendum for services (“Addendum”) is made and entered into as of this the July 21, 2020, by and between **City of Dripping Springs** (“Client”), and **HDR Engineering, Inc.** (“Contractor”) together referred to as the “Parties”:

WHEREAS, the City and the Contractors entered into Professional Service Agreement for engineering services related to the Tax Increment Reinvestment Zones on September 12, 2017; and

WHEREAS, tasks have changed during the course of the projects; and

WHEREAS, the Parties desire to add new tasks, creating a new task order which increases the total not to exceed costs:

NOW, THEREFORE, the CLIENT and the CONTRACTORS, in consideration of the mutual covenants set forth in the original Professional Service Agreements dated September 12, 2017 and this Addendum, hereby amend the contract to incorporate the Summary of Task Order No. 3 Scope of Work and Fee Proposal attached as Attachment “A” to supplement and add to the Summary of Fee Proposal in the original Professional Service Agreements. The attached proposal is accepted by the Client and is incorporated herein as an addendum and as part of the Agreement.

1. The attached proposal is accepted by the Client and is incorporated herein as an addendum and as part of the Agreement.
2. The HDR Proposal additional services (with Doucet & Associates) shall not exceed \$139,502.
3. This Addendum is agreed to and accepted by both parties to the Agreement and shall be effective as of the 21st day of July 2020.

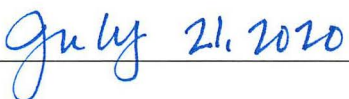
CITY OF DRIPPING SPRINGS:

HDR ENGINEERING, INC.:



Bill Foulds, Jr., Mayor

Rashed Islam, P.E., PTOE, Vice President



Date

Date

ATTEST:

Andrea Cunningham
Andrea Cunningham, City Secretary



HDR07212020

**PROFESSIONAL SERVICES AGREEMENT
ADDENDUM**

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CITY OF DRIPPING SPRINGS:


HDR ENGINEERING, INC.:



 Bill Foulds, Jr., Mayor



 Rashed Islam, P.E., PTOE, Vice President



 Date

7/22/2020

 Date



**DRIPPING SPRINGS TIRZ PRIORITY PROJECTS:
TASK ORDER 3**

July 7, 2020

SCOPE OF WORK

Task 1: Town Center Support

1.1: Stakeholder Planning and Design Support

- HDR/Doucet:
 - Provide support services for Town Center planning
 - Support services includes answering questions and providing clarification on design assumptions for the Town Center development
 - Support includes project write ups (one page maximum) for drainage and transportation design

1.2: Development Standards/Design Guidelines

- HDR/Doucet:
 - Support MAS in preparation of Development Standards / Design Guidelines document
 - City of Dripping Springs and/or Hays County standards will be followed

1.3: Transportation Coordination and TxDOT Submittal

- HDR:
 - Update the Traffic Study, dated May 2018, to incorporate the latest land use mix for the Town Center
 - New traffic data will not be collected
 - Submit Traffic Study to TxDOT Austin District and TxDOT South Area Office
 - Address TxDOT comments on Traffic Study
 - Prepare final Traffic Study for submittal to TxDOT and TIRZ Board

Task 2: Old Fitzhugh Road

2.1 Implementation Funding Support

- HDR:
 - Provide support services during acquisition of funding for Old Fitzhugh Road
 - Identify potential funding opportunities and attend two (2) meetings to discuss these opportunities with the TIRZ Board and/or funding entities
 - Compile technical documents for submittal in a grant application, as required
 - Grant writing/application services are not included in this scope of work

2.2 Drainage Easements and Consulting

- Doucet:
 - Provide support services for acquisition of drainage easements on Old Fitzhugh Road
 - Recommend drainage easement widths along Old Fitzhugh Road (4 locations)

- Services include coordination with the City, property owners, or developers along Old Fitzhugh Road (2 meetings assumed)
- Services include review of preliminary plats or site plans for drainage easements (4 sites)
- Support HDR in the compilation of documents as required for a grant application

Task 3: Downtown Parking/Stephenson Lot

3.1 Site Survey

- Doucet:
 - Doucet will prepare a boundary survey of three tracts totaling approximately 1.4 acres performed in accordance with the Texas Society of Professional Surveyors Standards for a Category 1A Land Title Survey and will be based on the Texas Coordinate System NAD 83 (2011).
 - The survey will show listed record easements and restrictions to the extent they include a plottable description.
 - The survey will tag and locate trees, 8 inches and greater in diameter, within the survey limits of said site.
 - The topographic design survey will be performed in accordance with Texas Society of Professional Survey standards for a Category 6 Condition II Topographic survey and will be based on NAD 83 (2011) using NAVD88 vertical datum with Geoid 12A and tied to existing TIRZ project survey control data.
 - The survey will field locate found visible features, both horizontally and vertically, including existing on-site structures, buildings, drainage features, adjacent and onsite sidewalks, curb lines, pavement, and visible above-ground utility appurtenances.
 - The topographic survey will obtain field elevations throughout the survey limits on the project site which will be utilized in developing a digital terrain model. One-foot contours will be shown on the survey.
 - Doucet will contact Texas 811 for utility locate, markings placed by purveyors will be surveyed at time of design survey.
 - The survey drawing will be signed and sealed by a Texas Registered Professional Land Surveyor and provided in hard copy, PDF and DWG formats.
 - Client is to provide site right-of-entry access upon notice-to-proceed.

3.2 Design Package

- HDR:
 - Provide support services to City of Dripping Springs and Doucet for preparation of Plans, Specifications & Estimates for Downtown Park / Stephenson Lot.
 - Design parking lot lighting that will include steel poles with fixtures, steel reinforced concrete pole base detail, underground ductbank with concrete encased PVC conduit, and lighting control system.
 - Design calculations will include a photometric analysis.
 - Light design will incorporate Dark Skies features, including minimum light emission required per Illumination Engineering Standards of North America (IESNA), no light spill over property boundary, 'house side'

- shields if necessary, LEDs specified will minimize blue light emissions, zero light emission skyward, programmable/automatic lighting control system (with override controls).
- Electrical design will include: overcurrent protection, branch circuit (breaker, conductor, conduit) sizing, panel schedule, short circuit analysis, preliminary arc flash analysis, grounding, and load analysis.
 - Exclusions: new electrical service/coordination with utility, selective coordination study, final arc flash analysis (will be specified to be provided by installing contractor), multiple design alternatives, extensive fixture selection alternatives and presentations.
- Doucet:
 - Prepare conceptual design plan in coordination with MAS, HDR, and the Dripping Springs downtown plan. Share the plan with the project team and the City staff.
 - We will presume that a concrete parking lot will be constructed to align with the nearby parking lot at the corner of Mercer Street and Old Fitzhugh Road. We will rely on City standards and other nearby geotechnical information if available. Thus, a geotechnical assessment is not included in this proposal.
 - Respond to comments and update the conceptual design plan.
 - Prepare the 30% design plan including parking lot layout, preliminary stripping plan, stormwater quality and detention plan, preliminary construction details, notes, cover sheet, and standard details. Perform value engineering to assess alternatives. Share the plan with the project team and City staff.
 - Respond to comments and incorporate into the final design (100% plans) construction plans. Prepare specifications, final project details, erosion and sediment control plan, Stormwater Pollution Prevention Plan (SWPPP), traffic control plan, electrical plan/lighting, and landscape plan.
 - The electrical/lighting plan will be prepared by a vendor in alignment with the very specific requirements of the City. We will complete the Compliance Worksheet for the City and include the plan with the engineering plan set.
 - The landscape plan will be prepared by MAS or an alternative landscape architect. The fee includes incorporation of the landscape plan into the Doucet construction plans to the City for permitting.
 - Submit construction plans to the City for a City of Dripping Springs permit and obtain a construction permit. Based on our review of the TCEQ Contributing Zone Plan requirements, an application is not required to be submitted to TCEQ.
 - Support the City in the bidding process. Doucet will prepare the project manual and bid documents. This proposal assumes that the City will host the bid and perform the contracting services with the contractor.
 - Provide construction observation during the construction period and respond to contractor requests for information (RFI). Once the project is completed per the approved plans and specifications, Doucet will provide a concurrence letter to the City. This proposal assumes that the City will manage the contract administration with the contractor.

Task 4: Triangle Project

4.1 TxDOT Project Planning

- HDR:
 - Provide updates to the TIRZ Board on the TxDOT US 290 planning study as the project progresses

4.2 FEMA Flood Plain Mapping

- Doucet:
 - Review preliminary and final FEMA flood plain maps and provide guidance to the TIRZ Board on impact on the Triangle development
 - Coordinate with the City Floodplain Administrator regarding the FEMA floodplain map amendment in Hays County
 - Provide input on TxDOT concepts as the US 290 project progresses

Task 5: Project Meetings, Coordination, and Team Work Sessions

5.1: TIRZ Board Meetings (2 total)

- HDR/Doucet:
 - Meetings will provide updates and describe work in progress
 - Board will provide direction and approvals as required

5.2: Stakeholder Engagement and Public Outreach

- HDR/Doucet:
 - Attend one (1) stakeholder meeting

5.3: Team Work Sessions (8 total)

- HDR/Doucet:
 - A total of eight (8) team meetings or work sessions (TIRZ Program Manager, HDR, Doucet, MAS, EPS, CMR, Master Developer) in Dripping Springs, Austin, or virtual
 - Meetings will involve progress on Town Center or Stephenson Lot/Downtown Parking

5.4: Project Schedule and Invoicing

- HDR/Doucet:
 - Monthly progress reports with invoices (15 assumed)
 - Project coordination (telephone conferences) with TIRZ Project Manager

		HDR	DOUCET	TOTAL
1	Town Center Improvements			
	Hours	180	36	216
	Fee	\$27,440	\$6,380	\$33,820
2	Old Fitzhugh			
	Hours	16	16	32
	Fee	\$3,080	\$3,680	\$6,760
3	Downtown Parking/Stephenson Lot			
	Hours	49	386	435
	Fee	\$8,970	\$61,520	\$70,490
4	Triangle			
	Hours	28	20	48
	Fee	\$4,860	\$4,600	\$9,460
5	Project Management and Project Coordination			
	Hours	51	43	94
	Fee	\$9,525	\$7,865	\$17,390
6	Expenses			
	Hours	-		-
	Fee	\$882	\$700	\$1,582
	TOTAL HOURS	324	501	825
	TOTAL FEE	\$54,757	\$84,745	\$139,502

DRIPPING SPRINGS TIRZ PRIORITY PROJECTS

TASK ORDER 3

7/7/2020

Item 6.

		HDR	DOUCET	TOTAL
1	Town Center Improvements			
1.1	Stakeholder Planning and Design Support	12	20	\$32
1.2	Development Standards/Design Guidelines	36	16	\$52
1.3	Transportation Coordination and TxDOT Submittal	132	0	\$132
	Hours	180	36	216
	Fee	\$27,440	\$6,380	\$33,820
2	Old Fitzhugh			
2.1	Implementation Funding Support	16	0	16
2.2	Drainage Easement Consulting	0	16	16
	Hours	16	16	32
	Fee	\$3,080	\$3,680	\$6,760
3	Downtown Parking/Stephenson Lot			
3.1	Survey	0	56	56
3.2	Design Package	45	258	303
3.3	Permits and Bidding	2	42	44
3.4	Construction Support	2	30	32
	Hours	49	386	435
	Fee	\$8,970	\$61,520	\$70,490
4	Triangle			
4.1	TxDOT Project Planning Support	28	0	28
4.2	FEMA Flood Plain Mapping Support	0	20	20
	Hours	28	20	48
	Fee	\$4,860	\$4,600	\$9,460
5	Project Management and Project Coordination			
5.1	TIRZ Board Meetings	3	3	6
5.2	Stakeholder Engagement/Public Outreach	2	2	4
5.3	Team Work Sessions and Coordination	16	8	24
5.4	Project Schedule and Invoicing	30	30	60
	Hours	51	43	94
	Fee	\$9,525	\$7,865	\$17,390
6	Expenses			
	Hours	-		-
	Fee	\$882	\$700	\$1,582
	TOTAL HOURS	324	501	825
	TOTAL FEE	\$54,757	\$84,745	\$139,502

DRIPPING SPRINGS TIRZ PRIORITY PROJECTS
 TASK ORDER 3
 7/7/2020
 Doucet and Associates, Inc.

		Principal	Sr. PM	Senior Project Engineer	Staff Engineer	Engineer Associate II	Senior Civil Technician	Civil Technician	Survey Project Manager (RPLS)	Senior Survey Technician	GIS Specialist	Two-Person Field Crew	Three-Person Field Crew	Party Chief-Time Basis	Administrative Assistant	LIDAR Scanner	GIS Analyst	TOTAL
		\$250	\$230	\$185	\$145	\$130	\$140	\$125	\$210	\$130	\$130	\$160	\$210	\$95	\$95	\$100		
1	Town Center Improvements																	
1.1	Stakeholder Planning and Design Support		8		8										4			20
1.2	Development Standards/Design Guidelines		8		8													16
1.3	Transportation Coordination and TxDOT Submittal																	0
	Task Subtotal Hours	0	16	0	16	0	0	0	0	0	0	0	0	0	4	0	0	36
	Task Subtotal Fee	\$0	\$3,680	\$0	\$2,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$380	\$0	\$0	\$6,380
2	Old Fitzhugh																	
2.1	Implementation Funding Support																	0
2.2	Drainage Easement Consulting		16															16
	Task Subtotal Hours	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
	Task Subtotal Fee	\$0	\$3,680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,680
3	Downtown Parking/Stephenson Lot																	
3.1	Survey								8	24		24						56
3.2	Design Package (Site development plans, water quality, QAQC, etc.)																	0
3.2a	Conceptual Design	2	8		16		16											42
3.2b	30% Design Plans	2	16		24		40											82
3.2c	Illumination		1		4													5
3.2d	Landscape plan and specifications (Coordination)		2		8													10
3.2e	Final Design Plans and specifications	1	8		50		60											119
3.3	Permits and Bidding		10		16		16											42
3.4	Construction Support		16		10		4											30
	Task Subtotal Hours	5	61	0	128	0	136	0	8	24	0	24	0	0	0	0	0	386
	Task Subtotal Fee	\$1,250	\$14,030	\$0	\$18,560	\$0	\$19,040	\$0	\$1,680	\$3,120	\$0	\$3,840	\$0	\$0	\$0	\$0	\$0	\$61,520
4	Triangle																	
4.1	TxDOT Project Planning Support																	0
4.2	FEMA Flood Plain Mapping Support and input on TxDOT options		20															20
	Task Subtotal Hours	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20
	Task Subtotal Fee	\$0	\$4,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,600
5	Project Management and Project Coordination																	
5.1	TIRZ Board Meetings (1 meeting)**		3															3
5.2	Stakeholder Engagement/Public Outreach (1 meeting)**		2															2
5.3	Team Work Sessions (4 Meetings) and coordination **		8															8
5.4	Project Schedule and Invoicing		15												15			30
	Task Subtotal Hours	0	28	0	0	0	0	0	0	0	0	0	0	0	15	0	0	43
	Task Subtotal Fee	\$0	\$6,440	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,425	\$0	\$0	\$7,865
6	Expenses																	
	Turning Movement Counts																	\$0
	Tube Counts																	\$0
	Printing																	\$500
	Mileage																	\$200
	Task Subtotal Fee																	\$700
	TOTAL HOURS	5	141	0	144	0	136	0	8	24	0	24	0	0	19	0	0	501
	TOTAL FEE	\$1,250	\$32,430	\$0	\$20,880	\$0	\$19,040	\$0	\$1,680	\$3,120	\$0	\$3,840	\$0	\$0	\$1,805	\$0	\$0	\$84,745

** Fee estimate assumes five meetings can be attended under Work Authorization 2



HDR Labor Schedule
Hourly Rates
City of Dripping Springs

Effective January 14, 2020

Project Principal	\$310.00
Senior Environmental Lead	\$260.00
Project Manager	\$225.00
QC Manager	\$230.00
Public Involvement Manager	\$175.00
Senior Utility Engineer	\$290.00
Senior Drainage Engineer	\$230.00
Senior Lighting Engineer	\$250.00
Senior Environmental Scientist	\$180.00
Senior Engineer	\$230.00
Project Engineer	\$160.00
EIT	\$125.00
Environmental Scientist	\$115.00
Public Involvement Coordinator	\$125.00
GIS Analyst	\$130.00
Graphic Designer I	\$105.00
CADD Technician	\$110.00
Archeology/Historian	\$95.00
Administrative Assistant	\$95.00
Expenses	100% of cost
Mileage	Current IRS Rate

hdrinc.com

504 Lavaca Street Suite 900 Austin, TX 78701-2939
(512) 904-3700

Schedule A

Doucet & Associates 2020 Fee Schedule (effective 3/30/2020)

<u>Personnel</u>	<u>Hourly Fee</u>	<u>Personnel</u>	<u>Hourly Fee</u>
Principal Engineer (PE)	\$250.00	Principal Surveyor (RPLS)	\$250.00
Senior Project Manager	\$230.00	Project Manager (RPLS)	\$210.00
Project Manager	\$200.00	Project Coordinator	\$140.00
Senior Project Engineer (PE)	\$185.00	Survey Specialist	\$130.00
Project Engineer III	\$170.00	Survey Technician	\$105.00
Project Engineer II	\$160.00	GIS Specialist	\$130.00
Project Engineer I	\$145.00	GIS Technician	\$100.00
Engineer Associate II	\$130.00	LiDAR Specialist	\$130.00
Engineer Associate I	\$115.00	LiDAR Technician	\$100.00
Sr. Construction Manager	\$150.00	Aerial Mapping Specialist	\$130.00
Construction Manager	\$110.00	Aerial Mapping Technician	\$100.00
Program Manager	\$110.00	Utility Specialist	\$130.00
Sr. Civil Technician	\$140.00	Utility Technician	\$100.00
Civil Technician	\$125.00	Field Coordinator	\$140.00
Assistant Civil Technician	\$115.00	Field Specialist	\$110.00
		Crew of 1	\$115.00
Senior Planner (AICP)	\$170.00	Crew of 2	\$160.00
Project Planner	\$155.00	Crew of 3	\$210.00
Staff Planner	\$115.00	Division Administrator	\$100.00
Planning Technician	\$105.00	LiDAR Scanner	\$100.00/hr
		Drone	\$600.00/hr
Sr. Operations Assistant	\$100.00	Ground Targets	\$25/ea
Operations Assistant	\$ 75.00	Concrete Monuments	\$250/ea
		ATV/Boat/Sonar	\$100/day
Expert Witness	\$525.00	Mileage	Current IRS rate

D&A reserves the right to periodically adjust our fee schedule.

CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 6.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2020-647627

Date Filed:
07/22/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
HDR Engineering, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Dripping Springs

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
HDR07212020
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HDR, Inc.	Omaha, NE United States	X	
	Keen, Eric L.	Omaha, NE United States	X	
	Felker, Brent R.	Davis, CA United States	X	
	O'Reilly, Charles L.	Boston, MA United States	X	
	Meysenburg, Galen J.	Omaha, NE United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Mark D. Borenstein, and my date of birth is 09/06/72.

My address is 710 Hester's Crossing, Suite 150, Round Rock, TX, 78681, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 22nd day of July, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 6.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-647627

Date Filed:
07/22/2020

Date Acknowledged:
07/28/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HDR Engineering, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Dripping Springs

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

HDR07212020
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HDR, Inc.	Omaha, NE United States	X	
	Keen, Eric L.	Omaha, NE United States	X	
	Felker, Brent R.	Davis, CA United States	X	
	O'Reilly, Charles L.	Boston, MA United States	X	
	Meysenburg, Galen J.	Omaha, NE United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Contract Cover Sheet

Item 6.

Number is first three letters of contractor with the date of approval. Ex: contract approved for HDR on Jan. 18, 2022 the number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.

Contract Number	HDR10182022
Contractor with Contact Information	HDR Engineering, Inc. Attn: Justin Word, P.E. 804 Lavaca, Suite 900 Austin, TX 78701
Effective Date	Upon execution. (October 2022)
Termination Date	Two years.
Renewal/ Termination Notice Date	October 2024 or upon completion of work.
Bid/Quotes/ Budgeted	RFQ in 2017. This is an extension of a current contract. Budgeted in FY2023 in the TIRZ Budget. \$602,000.
Department	Administration (TIRZ)
Council Meeting Date (if applicable)	October 18, 2022



October 18, 2022

Board of Directors
International Dark Sky Association
5049 E. Broadway Blvd. #105
Tucson, AZ 85711

Re: Letter of Support for City of Bee Cave Application for Dark Sky Community Designation

Dear IDA Board of Directors:

On October 18, 2022, the City of Dripping Springs City Council voted to support the City of Bee Cave's application for Dark Sky Community designation by the International Dark Sky Association. The cities are adjacent to each other, and our preservation of the night sky we share has a direct impact on our communities. The City of Dripping Springs sees the City of Bee Cave as a partner in efforts to promote the protection of the night sky and its nocturnal environment for its scientific, natural, educational, and public enjoyment.

The City of Bee Cave has shown its commitment to preserving the night sky by holding events that celebrate the night sky and educate the public about its importance. Such events are an attraction to residents of Dripping Springs and other nearby communities. The City of Bee Cave's commitment is also evident through the adoption and enforcement of a quality lighting ordinance that is based on the International Dark Sky Association's Model Lighting Ordinance. We are also impressed with the properties in their Extraterritorial Jurisdiction that have a lien, easement, or restrictive covenant for the enforcement of dark sky lighting.

The City of Bee Cave is committed to being a steward for the protection of the night sky. This stewardship, and designation of the city as a Dark Sky Community, will act as a catalyst for other dark sky initiatives in the area and will further enforce the commitment to the night sky in the areas within and surrounding our two cities.

Thank you for considering the approval of the designation of the City of Bee Cave as a Dark Sky Community. The City of Dripping Springs looks forward to being Dark Sky Place partners with the City of Bee Cave for the protection and promotion of our starry hill county sky.

Sincerely,


Mayor Bill Foulds, Jr.

Open spaces, friendly faces.



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Finance Director/City Treasurer 

Date: October 18, 2022

RE: September 2022 City Treasurer's Report

General Fund:

The General Fund received **\$1,255,381.84** in revenues for September. A total of \$12,070,218.32 was collected in revenues for FY22. This is \$85,216.90 (.71%) more than projected.

General Fund revenues were in line with or ahead of the approved year-end budget. Some line items of note include:

- 100-000-40001: Sales Tax – \$354,000.78 was received in Sales Tax, of which \$265,325.35 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements.
- 100-000-46011: Coronal Virus Local Fiscal Recovery Funds – The City received the final payment of \$708,578.71. This represents the final half due to the City. The first half was paid in FY21.

General Fund Expenditures for FY22 totaled \$9,266,629.94, \$288,642.78 less than projected. This is subject to change pending the payment of invoices for work completed in FY22 that have yet to be received.

Wastewater Utility Fund:

For September, **\$522,496.37** was received in revenues. A total of \$2,582,054.00 was collected in revenues. Currently this is behind the end of year projections. However, two payments from the Water Supply Corp. (totaling \$284,512.47) were received late. They will be deposited in October and coded to FY22.

Some line items of note include:

- 400-300-47009: Sales Tax – \$70,800.16 was collected from Sales Tax Allocations.

Wastewater Expenditures for FY22 totaled \$2501,321.31, \$877,561.19 less than projected. This is subject to change pending the payment of invoices for work completed in FY22 that have yet to be received.

Dripping Springs Ranch Park (DSRP):

DSRP received **\$330,604.23** in revenues for September. For FY22, a total of \$1,042,980.13 was collected. This is \$43,028.26 (4.30%) more than projected.

DSRP revenues were in line with the approved year-end budget. Some line items of note include:

- 200-401-43010: Stall Rental Fees – A total of \$52,033.19 was collected for FY22, \$7,033.19 more than projected.
- 200-401-43013: Equipment Rental Fees – A total of \$6,564.38 was collected for FY22, \$4,064.38 more than projected.
- 200-401-46006: Merchandise Sales – A total of \$27,904.00 was collected for FY22, \$4,404.00 more than projected.

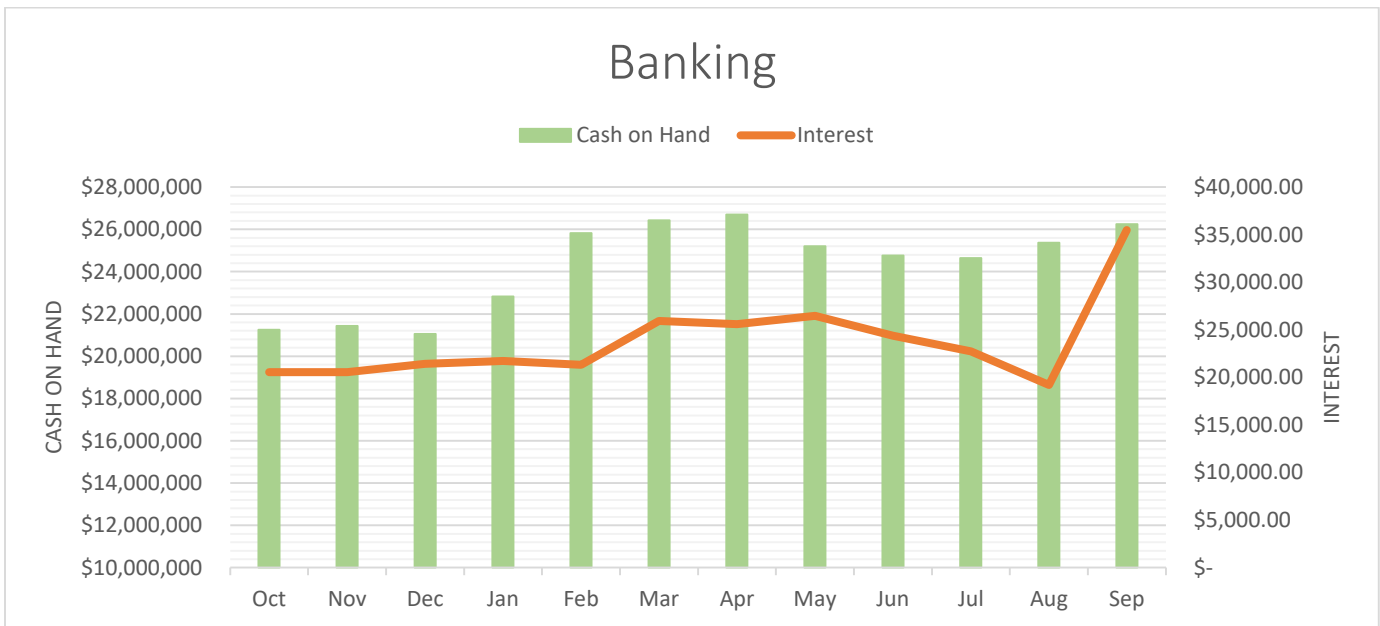


DRIPPING SPRINGS Texas

DSRP Expenditures for FY22 totaled \$740,789.63, \$170,994.49 less than projected. This is subject to change pending the payment of invoices for work completed in FY22 that have yet to be received.

Banking:

On September 30th, the City's cash balances were **\$26.24 Million**. This is a 3.4% increase from the previous month's cash balances. For FY22, the City maintained a monthly average of \$24.31 million in cash balances. A total of **\$35,465.07** was collected in interest revenues for the month of September. This figure is higher than normal due to back payment of interest earned on the Utilities account. For FY22, \$285,348.11 was collected in interest, which represents a monthly average of \$23,779.01.





DRIPPING SPRINGS
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	1,983,491.97	2,068,477.29	3,531.61	2,072,008.90	3,531.61	100.17 %
100-000-40001	Sales Tax Revenue	3,796,125.70	4,193,077.86	354,000.78	4,193,077.86	0.00	0.00 %
100-000-40002	Mixed Beverage	60,000.00	85,000.00	8,143.91	91,067.94	6,067.94	107.14 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	13,072.46	349.05	13,421.51	349.05	102.67 %
100-000-41000	Solid Waste Franchise Fee	40,000.00	45,563.40	0.00	45,563.40	0.00	0.00 %
100-000-42000	Alcohol Permit Fees	7,085.00	7,085.00	0.00	5,639.25	-1,445.75	20.41 %
100-000-46000	FEMA	0.00	5,292.38	0.00	5,292.38	0.00	0.00 %
100-000-46001	Other Revenues	40,000.00	40,000.00	9,721.50	82,437.01	42,437.01	206.09 %
100-000-46002	Interest	40,000.00	90,000.00	9,082.92	97,912.37	7,912.37	108.79 %
100-000-46011	Coronavirus Local Fiscal Recovery F	707,181.10	708,578.71	708,578.71	709,976.32	1,397.61	100.20 %
100-000-47000	Transfer from Capital Improvement	300,000.00	0.00	0.00	0.00	0.00	0.00 %
100-000-47001	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
100-000-47005	Transfer from HOT Fund	4,305.00	4,305.00	0.00	0.00	-4,305.00	100.00 %
100-000-47013	Transfer From TIRZ	0.00	127,102.00	0.00	127,102.00	0.00	0.00 %
Department: 000 - Undesignated Total:		6,992,588.77	7,397,954.10	1,093,408.48	7,443,498.94	45,544.84	0.62%
Department: 103 - Courts							
100-103-43028	Muni Court Fines/Special Fees	250.00	250.00	0.00	0.00	-250.00	100.00 %
Department: 103 - Courts Total:		250.00	250.00	0.00	0.00	-250.00	100.00%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	60,000.00	113,000.00	5,175.00	117,930.00	4,930.00	104.36 %
100-200-43000	Site Development Fees	239,108.41	849,479.02	15,355.00	864,834.02	15,355.00	101.81 %
100-200-43002	Zoning Fees	65,000.00	110,000.00	2,485.00	91,197.00	-18,803.00	17.09 %
100-200-43030	Subdivision Fees	656,006.25	1,229,600.64	7,975.00	1,237,575.64	7,975.00	100.65 %
Department: 200 - Planning & Development Total:		1,020,114.66	2,302,079.66	30,990.00	2,311,536.66	9,457.00	0.41%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	4,825.00	25,575.00	25,575.00	0.00 %
100-201-43029	Fire Inspections	10,000.00	67,656.94	3,694.36	71,260.30	3,603.36	105.33 %
100-201-43031	Building Code Fees	1,500,000.00	1,868,414.51	49,930.60	1,918,345.11	49,930.60	102.67 %
Department: 201 - Building Total:		1,510,000.00	1,936,071.45	58,449.96	2,015,180.41	79,108.96	4.09%
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	9,027.00	8,205.97	0.00	8,205.97	0.00	0.00 %
100-400-44001	Community Service Fees	4,400.00	2,835.00	650.00	4,190.00	1,355.00	147.80 %
100-400-44002	Program & Event Fees	5,000.00	29,630.00	-150.00	29,480.00	-150.00	0.51 %
100-400-44004	Park Rental Income	5,350.00	5,750.00	470.00	5,872.50	122.50	102.13 %
100-400-47002	Transfer from Parkland Dedication	113,462.80	111,462.80	65,731.40	65,731.40	-45,731.40	41.03 %
100-400-47003	Transfer from Landscaping Fund	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
100-400-47005	Transfer from HOT Fund	2,000.00	0.00	0.00	0.00	0.00	0.00 %
100-400-47014	Transfer from Parkland Developme	111,731.40	5,832.00	5,832.00	5,832.00	0.00	0.00 %
Department: 400 - Parks & Recreation Total:		254,971.20	167,715.77	72,533.40	119,311.87	-48,403.90	28.86%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	85,800.00	27,000.00	0.00	27,012.00	12.00	100.04 %
100-402-44004	Park Rental Income	16,800.00	16,800.00	0.00	16,548.00	-252.00	1.50 %
100-402-46012	Reimbursement of Utility Costs	8,000.00	2,014.95	0.00	2,014.95	0.00	0.00 %
Department: 402 - Aquatics Total:		110,600.00	45,814.95	0.00	45,574.95	-240.00	0.52%
Department: 404 - Founders Day							
100-404-45000	FD Craft/Business Booths	6,500.00	6,255.81	0.00	6,255.81	0.00	0.00 %
100-404-45001	FD Food Booths	1,100.00	1,312.50	0.00	1,312.50	0.00	0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-45002	FD BBQ Cooker Registration Fees	4,600.00	4,837.50	0.00	4,837.50	0.00 %
100-404-45003	FD Carnival	9,500.00	13,585.46	0.00	13,585.46	0.00 %
100-404-45004	FD Parade Registration Fees	3,750.00	3,975.00	0.00	3,975.00	0.00 %
100-404-45005	FD Sponsorships	70,000.00	85,750.00	0.00	85,750.00	0.00 %
100-404-45006	FD Parking Fees	1,700.00	3,299.22	0.00	3,299.22	0.00 %
100-404-45007	FD Electric Fees	2,400.00	3,100.00	0.00	3,100.00	0.00 %
100-404-47007	Transfer from General Fund	0.00	13,000.00	0.00	13,000.00	0.00 %
Department: 404 - Founders Day Total:		99,550.00	135,115.49	0.00	135,115.49	0.00%
Revenue Total:		9,988,074.63	11,985,001.42	1,255,381.84	12,070,218.32	85,216.90 0.71%

Expense

Department: 000 - Undesignated

100-000-60000	Salaries	2,249,643.70	2,065,000.00	0.00	0.00	2,065,000.00 100.00 %
100-000-61000	Health Insurance	224,269.22	217,278.97	33,691.74	361,755.03	-144,476.06 -66.49 %
100-000-61001	Dental Insurance	14,498.88	14,498.88	0.00	0.00	14,498.88 100.00 %
100-000-61002	Medicare	0.00	0.00	0.00	16.01	-16.01 0.00 %
100-000-61003	Social Security	0.00	0.00	0.00	68.45	-68.45 0.00 %
100-000-61005	Federal Withholding	180,413.74	165,352.59	0.00	-3,400.57	168,753.16 102.06 %
100-000-61006	TMRS	133,118.97	121,138.26	0.00	66.24	121,072.02 99.95 %
100-000-62009	Human Resources Consultant	10,000.00	15,000.00	0.00	14,415.14	584.86 3.90 %
100-000-63004	Dues, Fees & Subscriptions	30,000.00	34,000.00	3,948.33	34,181.18	-181.18 -0.53 %
100-000-63005	Training/Continuing Education	83,623.90	83,623.90	11,071.60	46,355.21	37,268.69 44.57 %
100-000-64000	Office Supplies	25,000.00	25,000.00	5,008.67	22,817.92	2,182.08 8.73 %
100-000-64004	Office Furniture and Equipment	6,000.00	6,000.00	229.00	7,101.95	-1,101.95 -18.37 %
100-000-66002	Postage & Shipping	3,200.00	3,200.00	20.40	2,434.27	765.73 23.93 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	3,400.00	0.00 0.00 %
100-000-69002	Economic Development	10,000.00	10,000.00	0.00	10,000.00	0.00 0.00 %
100-000-70001	Mileage	2,000.00	1,500.00	0.00	0.00	1,500.00 100.00 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	35,000.00	0.00	1,215.00	33,785.00 96.53 %
100-000-70003	Other Expenses	10,000.00	10,000.00	627.40	3,827.65	6,172.35 61.72 %
100-000-70009	Coronavirus Local Fiscal Recovery F	0.00	60,000.00	19.58	57,443.85	2,556.15 4.26 %
100-000-90000	Transfer to Reserve Fund	200,000.00	300,000.00	300,000.00	300,000.00	0.00 0.00 %
100-000-90002	Transfer to TIRZ	450,244.23	457,911.50	250,000.00	457,911.50	0.00 0.00 %
100-000-90005	Transfer to DSRP	75,000.00	178,000.00	178,000.00	178,000.00	0.00 0.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	25,462.00	25,462.00	25,462.00	25,462.00	0.00 0.00 %
100-000-90014	Transfer to Founders Day	0.00	13,000.00	0.00	0.00	13,000.00 100.00 %
100-000-90015	Transfer to Farmers Marke	0.00	3,657.83	2,664.41	2,664.41	993.42 27.16 %
Department: 000 - Undesignated Total:		3,785,874.64	3,848,023.93	810,743.13	1,525,735.24	2,322,288.69 60.35%

Department: 100 - City Council/Boards & Commissions

100-100-62010	Miscellaneous Consultant	7,500.00	0.00	0.00	520.00	-520.00 0.00 %
100-100-64003	Uniforms	0.00	0.00	0.00	44.50	-44.50 0.00 %
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00 100.00 %
100-100-69008	Land Acquisition	10,000.00	0.00	0.00	0.00	0.00 0.00 %
Department: 100 - City Council/Boards & Commissions Total:		24,500.00	7,000.00	0.00	564.50	6,435.50 91.94%

Department: 101 - City Administrators Office

100-101-60000	Regular Employees	0.00	0.00	34,418.67	450,462.64	-450,462.64 0.00 %
100-101-60002	Overtime	0.00	0.00	22.87	974.34	-974.34 0.00 %
100-101-61000	Health Insurance	0.00	0.00	1,689.54	21,963.19	-21,963.19 0.00 %
100-101-61001	Dental Insurance	0.00	0.00	138.96	1,806.48	-1,806.48 0.00 %
100-101-61002	Medicare	0.00	0.00	464.25	6,084.43	-6,084.43 0.00 %
100-101-61003	Social Security	0.00	0.00	1,984.97	23,655.88	-23,655.88 0.00 %
100-101-61004	Unemployment	0.00	0.00	0.00	575.99	-575.99 0.00 %
100-101-61006	TMRS	0.00	0.00	2,038.94	26,851.47	-26,851.47 0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	40,758.20	532,374.42	-532,374.42 0.00%

Department: 102 - City Secretary

100-102-60000	Regular Employees	0.00	0.00	6,153.84	80,307.63	-80,307.63 0.00 %
100-102-60001	Part-time Employees	0.00	0.00	1,627.00	16,047.44	-16,047.44 0.00 %
100-102-61000	Health Insurance	0.00	0.00	559.80	7,276.86	-7,276.86 0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-102-61001	Dental Insurance	0.00	0.00	34.74	451.62	-451.62	0.00 %
100-102-61002	Medicare	0.00	0.00	111.67	1,382.18	-1,382.18	0.00 %
100-102-61003	Social Security	0.00	0.00	477.53	5,910.39	-5,910.39	0.00 %
100-102-61004	Unemployment	0.00	0.00	25.99	379.58	-379.58	0.00 %
100-102-61006	TMRS	0.00	0.00	364.30	4,776.59	-4,776.59	0.00 %
100-102-62000	Municipal Election	8,000.00	500.00	0.00	432.00	68.00	13.60 %
100-102-62018	Code Publication	5,350.00	7,500.00	0.00	2,547.06	4,952.94	66.04 %
100-102-64003	Uniforms	0.00	0.00	0.00	60.00	-60.00	0.00 %
100-102-66003	Public Notices	6,000.00	6,000.00	0.00	3,526.44	2,473.56	41.23 %
100-102-69003	Records Management	1,220.00	720.00	120.00	600.00	120.00	16.67 %
100-102-70001	Mileage	0.00	0.00	0.00	305.66	-305.66	0.00 %
Department: 102 - City Secretary Total:		20,570.00	14,720.00	9,474.87	124,003.45	-109,283.45	-742.41%
Department: 103 - Courts							
100-103-60001	Part-time Employees	0.00	0.00	0.00	4,806.25	-4,806.25	0.00 %
100-103-61002	Medicare	0.00	0.00	0.00	69.71	-69.71	0.00 %
100-103-61003	Social Security	0.00	0.00	0.00	298.01	-298.01	0.00 %
100-103-61004	Unemployment	0.00	0.00	0.00	76.90	-76.90	0.00 %
100-103-62003	Muni Court Attorney/ Judge	15,500.00	10,000.00	300.00	3,900.00	6,100.00	61.00 %
100-103-62010	Miscellaneous Consultant	0.00	0.00	0.00	162.50	-162.50	0.00 %
Department: 103 - Courts Total:		15,500.00	10,000.00	300.00	9,313.37	686.63	6.87%
Department: 104 - City Attorney							
100-104-60000	Regular Employees	0.00	0.00	11,538.45	149,238.72	-149,238.72	0.00 %
100-104-60001	Part-time Employees	0.00	0.00	0.00	2,415.20	-2,415.20	0.00 %
100-104-61000	Health Insurance	0.00	0.00	564.12	7,333.56	-7,333.56	0.00 %
100-104-61001	Dental Insurance	0.00	0.00	34.74	451.62	-451.62	0.00 %
100-104-61002	Medicare	0.00	0.00	159.38	2,095.92	-2,095.92	0.00 %
100-104-61003	Social Security	0.00	0.00	681.48	8,961.79	-8,961.79	0.00 %
100-104-61004	Unemployment	0.00	0.00	0.00	182.65	-182.65	0.00 %
100-104-61006	TMRS	0.00	0.00	683.08	8,875.86	-8,875.86	0.00 %
100-104-62003	Special Counsel and Consultants	59,000.00	30,000.00	20,376.57	27,794.58	2,205.42	7.35 %
100-104-64003	Uniforms	0.00	0.00	0.00	24.00	-24.00	0.00 %
Department: 104 - City Attorney Total:		59,000.00	30,000.00	34,037.82	207,373.90	-177,373.90	-591.25%
Department: 105 - Communications							
100-105-60000	Regular Employees	0.00	0.00	7,500.00	77,438.18	-77,438.18	0.00 %
100-105-61000	Health Insurance	0.00	0.00	579.48	7,301.19	-7,301.19	0.00 %
100-105-61001	Dental Insurance	0.00	0.00	34.74	451.62	-451.62	0.00 %
100-105-61002	Medicare	0.00	0.00	108.02	1,116.66	-1,116.66	0.00 %
100-105-61003	Social Security	0.00	0.00	461.86	4,774.39	-4,774.39	0.00 %
100-105-61004	Unemployment	0.00	0.00	0.00	143.99	-143.99	0.00 %
100-105-61006	TMRS	0.00	0.00	444.00	4,604.86	-4,604.86	0.00 %
100-105-66000	Website	6,625.00	6,625.00	0.00	6,625.00	0.00	0.00 %
100-105-66005	Public Relations	7,488.00	8,988.00	0.00	5,679.78	3,308.22	36.81 %
Department: 105 - Communications Total:		14,113.00	15,613.00	9,128.10	108,135.67	-92,522.67	-592.60%
Department: 106 - IT							
100-106-60000	Regular Employees	0.00	0.00	5,120.00	44,920.50	-44,920.50	0.00 %
100-106-60002	Overtime	0.00	0.00	0.00	57.26	-57.26	0.00 %
100-106-61000	Health Insurance	0.00	0.00	28.76	1,510.22	-1,510.22	0.00 %
100-106-61001	Dental Insurance	0.00	0.00	0.00	86.85	-86.85	0.00 %
100-106-61002	Medicare	0.00	0.00	74.24	650.70	-650.70	0.00 %
100-106-61003	Social Security	0.00	0.00	317.44	2,782.34	-2,782.34	0.00 %
100-106-61004	Unemployment	0.00	0.00	0.00	144.01	-144.01	0.00 %
100-106-61006	TMRS	0.00	0.00	303.10	2,671.08	-2,671.08	0.00 %
100-106-64001	Office IT Equipment & Support	70,890.00	80,000.00	6,629.64	76,350.18	3,649.82	4.56 %
100-106-64002	Software	165,142.00	165,254.00	8,697.28	125,530.50	39,723.50	24.04 %
100-106-65000	Network/Phone	31,000.00	31,000.00	2,375.65	21,152.43	9,847.57	31.77 %
Department: 106 - IT Total:		267,032.00	276,254.00	23,546.11	275,856.07	397.93	0.14%

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 107 - Finance							
100-107-60000	Regular Employees	0.00	0.00	14,139.27	183,581.79	-183,581.79	0.00 %
100-107-60002	Overtime	0.00	0.00	39.38	186.72	-186.72	0.00 %
100-107-61000	Health Insurance	0.00	0.00	1,667.86	21,680.96	-21,680.96	0.00 %
100-107-61001	Dental Insurance	0.00	0.00	104.22	1,354.86	-1,354.86	0.00 %
100-107-61002	Medicare	0.00	0.00	180.44	2,506.25	-2,506.25	0.00 %
100-107-61003	Social Security	0.00	0.00	771.53	10,716.93	-10,716.93	0.00 %
100-107-61004	Unemployment	0.00	0.00	0.00	432.01	-432.01	0.00 %
100-107-61006	TMRS	0.00	0.00	839.38	10,930.40	-10,930.40	0.00 %
100-107-62001	Financial Services	115,000.00	28,000.00	0.00	28,000.00	0.00	0.00 %
100-107-67000	TML Liability Insurance	20,850.00	18,750.00	0.00	18,750.00	0.00	0.00 %
100-107-67001	TML Property Insurance	34,646.00	39,000.00	0.00	38,439.00	561.00	1.44 %
100-107-67002	TML Workmen's Comp Insurance	25,000.00	22,000.00	0.00	21,692.00	308.00	1.40 %
100-107-70000	Bad Debt Expense	5,000.00	0.00	0.00	0.00	0.00	0.00 %
100-107-70001	Mileage	0.00	0.00	0.00	200.41	-200.41	0.00 %
100-107-90003	Transfer to Wastewater Utility Fund	759,225.14	994,336.57	226,521.16	1,060,826.30	-66,489.73	-6.69 %
100-107-90004	SPA & ECO D Transfers	218,656.84	241,521.28	17,875.27	209,659.00	31,862.28	13.19 %
Department: 107 - Finance Total:		1,178,377.98	1,343,607.85	262,138.51	1,608,956.63	-265,348.78	-19.75%
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	18,199.79	242,189.51	-242,189.51	0.00 %
100-200-61000	Health Insurance	0.00	0.00	1,677.88	23,962.78	-23,962.78	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	104.22	1,490.64	-1,490.64	0.00 %
100-200-61002	Medicare	0.00	0.00	256.55	3,411.89	-3,411.89	0.00 %
100-200-61003	Social Security	0.00	0.00	1,096.94	14,588.42	-14,588.42	0.00 %
100-200-61004	Unemployment	0.00	0.00	0.00	716.31	-716.31	0.00 %
100-200-61006	TMRS	0.00	0.00	1,077.44	14,402.83	-14,402.83	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	94,000.00	0.00	44,214.12	49,785.88	52.96 %
100-200-62003	Special Counsel and Consultant	0.00	0.00	0.00	1,920.90	-1,920.90	0.00 %
100-200-62005	Health Inspector	50,000.00	70,000.00	4,796.88	68,987.04	1,012.96	1.45 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	4,000.00	0.00	1,956.27	2,043.73	51.09 %
100-200-62007	Historic District Consultant	3,500.00	3,500.00	0.00	3,173.91	326.09	9.32 %
100-200-62010	Miscellaneous Consultant	175,000.00	175,000.00	63,857.90	86,979.29	88,020.71	50.30 %
100-200-64003	Uniforms	0.00	0.00	0.00	481.76	-481.76	0.00 %
Department: 200 - Planning & Development Total:		303,500.00	346,500.00	91,067.60	508,475.67	-161,975.67	-46.75%
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	16,690.66	175,200.03	-175,200.03	0.00 %
100-201-60002	Overtime	0.00	0.00	142.54	1,052.24	-1,052.24	0.00 %
100-201-61000	Health Insurance	0.00	0.00	2,216.86	24,137.40	-24,137.40	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	138.96	1,514.37	-1,514.37	0.00 %
100-201-61002	Medicare	0.00	0.00	242.32	2,524.58	-2,524.58	0.00 %
100-201-61003	Social Security	0.00	0.00	1,036.09	10,794.46	-10,794.46	0.00 %
100-201-61004	Unemployment	0.00	0.00	0.00	644.30	-644.30	0.00 %
100-201-61006	TMRS	0.00	0.00	996.52	10,473.45	-10,473.45	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	1,494,731.61	0.00	1,413,649.83	81,081.78	5.42 %
100-201-62008	Lighting Consultant	1,000.00	1,000.00	0.00	247.50	752.50	75.25 %
100-201-62014	FireInspector	0.00	54,052.75	0.00	9,245.57	44,807.18	82.90 %
100-201-64003	Uniforms	0.00	0.00	326.99	443.45	-443.45	0.00 %
100-201-70001	Mileage	0.00	0.00	0.00	44.46	-44.46	0.00 %
Department: 201 - Building Total:		751,000.00	1,549,784.36	21,790.94	1,649,971.64	-100,187.28	-6.46%
Department: 300 - Wastewater							
100-300-60000	Regular Employees	0.00	0.00	10,542.84	136,215.01	-136,215.01	0.00 %
100-300-60002	Overtime	0.00	0.00	222.12	4,079.34	-4,079.34	0.00 %
100-300-60003	On Call Pay	0.00	0.00	400.00	1,400.00	-1,400.00	0.00 %
100-300-61000	Health Insurance	0.00	0.00	1,114.40	14,485.16	-14,485.16	0.00 %
100-300-61001	Dental Insurance	0.00	0.00	69.48	903.24	-903.24	0.00 %
100-300-61002	Medicare	0.00	0.00	151.07	1,913.90	-1,913.90	0.00 %
100-300-61003	Social Security	0.00	0.00	645.97	8,183.62	-8,183.62	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-300-61004	Unemployment	0.00	0.00	0.00	288.01	-288.01	0.00 %
100-300-61006	TMRS	0.00	0.00	660.96	8,426.55	-8,426.55	0.00 %
100-300-64003	Uniforms	0.00	0.00	866.00	2,363.20	-2,363.20	0.00 %
100-300-70001	Mileage	0.00	0.00	123.13	159.53	-159.53	0.00 %
100-300-71001	Transportation Improvement Proje	775,000.00	400,000.00	68,365.70	373,255.18	26,744.82	6.69 %
Department: 300 - Wastewater Total:		775,000.00	400,000.00	83,161.67	551,672.74	-151,672.74	-37.92%
Department: 304 - Maintenance							
100-304-60000	Regular Employees	0.00	0.00	21,902.80	283,446.42	-283,446.42	0.00 %
100-304-60002	Overtime	0.00	0.00	449.33	8,978.55	-8,978.55	0.00 %
100-304-60003	On Call Pay	0.00	0.00	800.00	10,400.00	-10,400.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	3,325.06	42,877.79	-42,877.79	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	208.44	2,683.96	-2,683.96	0.00 %
100-304-61002	Medicare	0.00	0.00	326.70	4,273.81	-4,273.81	0.00 %
100-304-61003	Social Security	0.00	0.00	1,396.90	18,274.59	-18,274.59	0.00 %
100-304-61004	Unemployment	0.00	0.00	0.00	903.68	-903.68	0.00 %
100-304-61006	TMRS	0.00	0.00	1,370.59	18,008.80	-18,008.80	0.00 %
100-304-63000	Office Maintenance/Repairs	11,060.00	11,600.00	2,647.17	12,958.26	-1,358.26	-11.71 %
100-304-63001	Equipment Maintenance	3,000.00	4,000.00	105.97	3,984.88	15.12	0.38 %
100-304-63002	Fleet Maintenance	18,800.00	32,500.00	1,698.25	31,526.86	973.14	2.99 %
100-304-63008	Stephenson Building & Lawn Maint	5,500.00	2,000.00	0.00	346.31	1,653.69	82.68 %
100-304-63009	Street/ROW Maintenance	184,250.00	100,000.00	12,797.28	54,378.82	45,621.18	45.62 %
100-304-63018	Triangle/Veterans Park Maintenanc	700.00	700.00	0.00	17.98	682.02	97.43 %
100-304-64003	Uniforms	7,760.00	7,760.00	906.00	1,965.97	5,794.03	74.67 %
100-304-64004	Office Furniture and Equipment	0.00	0.00	0.00	939.56	-939.56	0.00 %
100-304-64006	Fleet Acquisition	210,700.00	196,700.00	33,159.46	136,797.77	59,902.23	30.45 %
100-304-64008	Fuel	0.00	0.00	0.00	2,951.24	-2,951.24	0.00 %
100-304-64009	Maintenance Equipment	47,878.00	47,878.00	34,473.80	40,219.31	7,658.69	16.00 %
100-304-64010	Maintenance Supplies	4,600.00	4,600.00	88.87	3,171.00	1,429.00	31.07 %
100-304-65001	Street Electricity	20,000.00	20,000.00	1,876.32	18,605.78	1,394.22	6.97 %
100-304-65002	City Streets Water	4,000.00	3,500.00	567.38	3,385.61	114.39	3.27 %
100-304-65003	Office Electricity	4,500.00	6,000.00	565.02	5,479.48	520.52	8.68 %
100-304-65004	Office Water	650.00	650.00	85.28	539.84	110.16	16.95 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,250.00	76.50	1,151.81	98.19	7.86 %
100-304-65006	Stephenson Water	500.00	500.00	70.81	428.26	71.74	14.35 %
100-304-65009	Triangle Electric	500.00	0.00	38.25	114.75	-114.75	0.00 %
100-304-65010	Triangle Water	500.00	0.00	0.00	0.00	0.00	0.00 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-304-69006	Stephenson Bldg Improvements	0.00	14,000.00	9,575.00	9,575.00	4,425.00	31.61 %
100-304-69010	Downtown Bathroom	100,000.00	0.00	0.00	0.00	0.00	0.00 %
100-304-70001	Mileage	0.00	0.00	0.00	33.83	-33.83	0.00 %
100-304-71002	Street Improvements	592,087.25	298,379.26	0.00	298,379.26	0.00	0.00 %
100-304-71003	City Hall Improvements	5,000.00	5,000.00	0.00	4,237.00	763.00	15.26 %
Department: 304 - Maintenance Total:		1,225,485.25	759,017.26	128,511.18	1,021,036.18	-262,018.92	-34.52%
Department: 400 - Parks & Recreation							
100-400-60000	Regular Employees	0.00	0.00	10,620.36	120,937.01	-120,937.01	0.00 %
100-400-60001	Part-time Employees	2,500.00	0.00	0.00	0.00	0.00	0.00 %
100-400-60005	Camp Staff	0.00	0.00	-55,543.07	0.40	-0.40	0.00 %
100-400-60006	Camp Staff OT	0.00	0.00	-109.13	0.00	0.00	0.00 %
100-400-61000	Health Insurance	0.00	0.00	29.34	3,817.20	-3,817.20	0.00 %
100-400-61001	Dental Insurance	0.00	0.00	0.00	225.81	-225.81	0.00 %
100-400-61002	Medicare	0.00	0.00	154.00	2,462.70	-2,462.70	0.00 %
100-400-61003	Social Security	0.00	0.00	658.46	10,530.37	-10,530.37	0.00 %
100-400-61004	Unemployment	0.00	0.00	0.00	1,379.32	-1,379.32	0.00 %
100-400-61006	TMRS	0.00	0.00	628.74	7,196.27	-7,196.27	0.00 %
100-400-62011	Park Consultant	0.00	11,400.00	0.00	11,395.00	5.00	0.04 %
100-400-63004	Dues, Fees & Subscriptions	1,337.50	2,275.00	0.00	2,269.56	5.44	0.24 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	8,590.00	21,620.00	-21,620.00	0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	2,050.00	7,090.00	-7,090.00	0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining	
100-400-63012	Charro Ranch Landscaping	0.00	0.00	1,645.00	4,935.00	-4,935.00	0.00 %
100-400-63013	General Parks Maintenance	1,000.00	1,000.00	110.00	588.03	411.97	41.20 %
100-400-63015	Founders Park/Pool Maintenance	0.00	22,240.00	813.96	8,783.92	13,456.08	60.50 %
100-400-63016	Sports & Rec Park Maintenance	51,920.00	56,519.00	0.00	25,010.17	31,508.83	55.75 %
100-400-63017	Charro Ranch Park Maintenance	7,700.00	7,700.00	0.00	1,341.29	6,358.71	82.58 %
100-400-63018	Triangle/Veterans Park Maintenanc	0.00	0.00	0.00	4.46	-4.46	0.00 %
100-400-64005	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-400-64011	Park Supplies	3,000.00	3,000.00	23.96	1,906.67	1,093.33	36.44 %
100-400-64012	Charro Ranch Supplies	1,500.00	1,500.00	0.00	150.25	1,349.75	89.98 %
100-400-64013	Founders Park/Pool Supplies	43,375.00	43,375.00	0.00	26,724.01	16,650.99	38.39 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	258.91	141.09	35.27 %
100-400-64015	Park Program & Event Supplies	1,500.00	5,690.00	20.00	4,524.89	1,165.11	20.48 %
100-400-65007	Portable Toilets	5,000.00	7,800.00	605.00	6,927.50	872.50	11.19 %
100-400-65009	Triangle Electric	0.00	500.00	0.00	344.25	155.75	31.15 %
100-400-65010	Triangle Water	0.00	500.00	70.36	462.63	37.37	7.47 %
100-400-65011	Sports & Rec Park Water	14,500.00	13,000.00	14,255.12	-2,880.61	15,880.61	122.16 %
100-400-65012	Sports & Rec Park Electricy	1,200.00	2,500.00	794.42	2,984.91	-484.91	-19.40 %
100-400-65013	FMP Pool/Pavilion Water	6,000.00	0.00	0.00	0.00	0.00	0.00 %
100-400-65014	Founders Park/Pool Electricy	4,500.00	0.00	797.24	2,322.05	-2,322.05	0.00 %
100-400-66001	Advertising	6,500.00	7,000.00	0.00	6,897.58	102.42	1.46 %
100-400-66004	City Sponsored Events	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-400-70003	Other Expenses	11,500.00	11,500.00	0.00	7,100.69	4,399.31	38.25 %
100-400-70007	Sponsored Events	0.00	0.00	0.00	3,889.07	-3,889.07	0.00 %
100-400-71004	All Parks Improvements	0.00	32,942.50	0.00	22,112.72	10,829.78	32.87 %
100-400-71005	Founders Park/Pool Improvmts	67,731.40	25,093.04	6,802.25	25,854.35	-761.31	-3.03 %
100-400-71006	Sports & Rec Park Improvements	0.00	100.00	0.00	56.99	43.01	43.01 %
100-400-71007	Charro Ranch Improvements	1,800.00	1,800.00	28.00	1,082.00	718.00	39.89 %
100-400-71009	Triangle Improvements	2,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 400 - Parks & Recreation Total:		240,963.90	263,834.54	-6,955.99	340,305.37	-76,470.83	-28.98%
Department: 401 - DSRP							
100-401-60000	Regular Employees	376,654.59	330,000.00	25,822.94	315,542.62	14,457.38	4.38 %
100-401-60002	Overtime	0.00	0.00	82.76	2,966.05	-2,966.05	0.00 %
100-401-60003	On Call Pay	0.00	0.00	-9,600.00	0.00	0.00	0.00 %
100-401-61000	Health Insurance	50,274.49	43,000.00	3,337.28	41,593.44	1,406.56	3.27 %
100-401-61001	Dental Insurance	3,161.76	3,161.76	208.44	2,596.52	565.24	17.88 %
100-401-61002	Medicare	0.00	0.00	368.53	4,527.60	-4,527.60	0.00 %
100-401-61003	Social Security	0.00	0.00	1,575.79	19,358.84	-19,358.84	0.00 %
100-401-61004	Unemployment	0.00	0.00	86.74	1,600.76	-1,600.76	0.00 %
100-401-61005	Federal Withholding	30,032.28	27,930.02	0.00	0.00	27,930.02	100.00 %
100-401-61006	TMRS	19,323.28	19,000.00	1,575.99	18,540.57	459.43	2.42 %
100-401-65000	Network/Phone	500.00	0.00	0.00	0.00	0.00	0.00 %
100-401-65017	Electricity	500.00	0.00	0.00	0.00	0.00	0.00 %
Department: 401 - DSRP Total:		480,446.40	423,091.78	23,458.47	406,726.40	16,365.38	3.87%
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	4,000.00	51,940.00	-51,940.00	0.00 %
100-402-60007	Aquatic Staff	70,591.24	55,000.00	0.00	43,478.22	11,521.78	20.95 %
100-402-61000	Health Insurance	0.00	0.00	553.76	6,922.00	-6,922.00	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	34.74	434.25	-434.25	0.00 %
100-402-61002	Medicare	0.00	0.00	58.00	1,383.59	-1,383.59	0.00 %
100-402-61003	Social Security	0.00	0.00	248.00	5,915.93	-5,915.93	0.00 %
100-402-61004	Unemployment	0.00	0.00	0.00	839.69	-839.69	0.00 %
100-402-61006	TMRS	0.00	0.00	236.80	3,021.17	-3,021.17	0.00 %
100-402-63015	Founders Park/Pool Maintenance	28,240.00	6,000.00	0.00	1,147.30	4,852.70	80.88 %
100-402-64011	Park Supplies	0.00	0.00	0.00	728.65	-728.65	0.00 %
100-402-64022	Pool Chemicals	0.00	0.00	225.70	9,632.49	-9,632.49	0.00 %
100-402-65000	Network/Phone	1,500.00	1,675.00	150.55	1,690.96	-15.96	-0.95 %
100-402-65013	FMP Pool/Pavilion Water	0.00	6,000.00	837.06	5,682.14	317.86	5.30 %
100-402-65014	FMP Pool/Pavilion Electric	0.00	7,250.00	0.00	4,674.36	2,575.64	35.53 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-402-65019		20,000.00	11,000.00	0.00	7,374.54	3,625.46 32.96 %
Department: 402 - Aquatics Total:	120,331.24	86,925.00	6,344.61	144,865.29	-57,940.29	-66.66%
Department: 404 - Founders Day						
100-404-63019		5,060.00	5,500.00	0.00	5,758.17	-258.17 -4.69 %
100-404-64016		7,000.00	4,538.38	0.00	5,280.21	-741.83 -16.35 %
100-404-64017		4,500.00	6,671.08	0.00	6,671.08	0.00 0.00 %
100-404-64018		19,874.00	14,819.72	0.00	14,819.72	0.00 0.00 %
100-404-65007		7,150.00	10,019.00	0.00	10,019.00	0.00 0.00 %
100-404-65016		6,400.00	1,843.34	0.00	1,843.34	0.00 0.00 %
100-404-66008		650.00	815.12	0.00	552.00	263.12 32.28 %
100-404-66009		8,500.00	9,551.14	0.00	9,584.14	-33.00 -0.35 %
100-404-66010		15,000.00	13,950.00	0.00	13,950.00	0.00 0.00 %
100-404-66012		5,000.00	5,551.97	0.00	3,303.97	2,248.00 40.49 %
100-404-68005		20,000.00	41,697.98	0.00	42,067.98	-370.00 -0.89 %
100-404-70002		416.00	5,613.27	0.00	5,613.27	0.00 0.00 %
Department: 404 - Founders Day Total:	99,550.00	120,571.00	0.00	119,462.88	1,108.12	0.92%
Department: 500 - Emergency Management						
100-500-60000		0.00	0.00	5,000.00	65,426.78	-65,426.78 0.00 %
100-500-60002		0.00	0.00	0.00	281.25	-281.25 0.00 %
100-500-61000		0.00	0.00	14.04	181.98	-181.98 0.00 %
100-500-61001		0.00	0.00	34.74	451.62	-451.62 0.00 %
100-500-61002		0.00	0.00	72.50	952.77	-952.77 0.00 %
100-500-61003		0.00	0.00	310.00	4,073.90	-4,073.90 0.00 %
100-500-61004		0.00	0.00	0.00	144.00	-144.00 0.00 %
100-500-61006		0.00	0.00	296.00	3,908.31	-3,908.31 0.00 %
100-500-64000		0.00	0.00	0.00	1,306.54	-1,306.54 0.00 %
100-500-64003		0.00	0.00	0.00	611.50	-611.50 0.00 %
100-500-68000		50,970.00	50,970.00	1,410.43	50,134.68	835.32 1.64 %
100-500-68001		2,118.00	1,500.00	0.00	1,304.67	195.33 13.02 %
100-500-68002		2,000.00	2,000.00	0.00	505.00	1,495.00 74.75 %
100-500-68003		5,860.00	5,860.00	0.00	2,517.52	3,342.48 57.04 %
Department: 500 - Emergency Management Total:	60,948.00	60,330.00	7,137.71	131,800.52	-71,470.52	-118.47%
Expense Total:	9,422,192.41	9,555,272.72	1,544,642.93	9,266,629.94	288,642.78	3.02%
Fund: 100 - General Fund Surplus (Deficit):	565,882.22	2,429,728.70	-289,261.09	2,803,588.38	373,859.68	-15.39%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
Department: 401 - DSRP						
200-401-42008		10,000.00	10,000.00	460.00	10,205.00	205.00 102.05 %
200-401-43010		39,200.00	45,000.00	9,680.00	52,033.19	7,033.19 115.63 %
200-401-43011		19,000.00	29,650.00	2,110.00	31,655.00	2,005.00 106.76 %
200-401-43012		135,500.00	125,000.00	9,627.50	127,280.25	2,280.25 101.82 %
200-401-43013		5,000.00	2,500.00	4,750.00	6,564.38	4,064.38 262.58 %
200-401-43014		4,000.00	5,500.00	345.00	5,896.00	396.00 107.20 %
200-401-43015		25,000.00	23,500.00	3,075.00	24,875.00	1,375.00 105.85 %
200-401-44000		136,275.00	16,250.00	1,020.00	11,131.50	-5,118.50 31.50 %
200-401-44002		84,275.00	0.00	0.00	5,077.00	5,077.00 0.00 %
200-401-44005		0.00	80,000.00	0.00	28,632.20	-51,367.80 64.21 %
200-401-44006		0.00	65,000.00	660.00	60,447.54	-4,552.46 7.00 %
200-401-44007		0.00	9,350.00	-10,019.21	86,512.87	77,162.87 925.27 %
200-401-46001		4,000.00	825.00	20.00	845.00	20.00 102.42 %
200-401-46002		600.00	1,500.00	168.69	1,540.83	40.83 102.72 %
200-401-46003		0.00	0.00	0.00	3.50	3.50 0.00 %
200-401-46006		21,300.00	23,500.00	5,178.00	27,904.00	4,404.00 118.74 %
200-401-47004		37,065.00	875.00	0.00	875.00	0.00 0.00 %
200-401-47005		253,501.87	335,701.87	125,529.25	335,701.87	0.00 0.00 %
200-401-47006		0.00	47,800.00	0.00	47,800.00	0.00 0.00 %
200-401-47007		75,000.00	178,000.00	178,000.00	178,000.00	0.00 0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-47008 Transfer from TWDB	151,500.00	0.00	0.00	0.00	0.00	0.00 %
Department: 401 - DSRP Total:	1,001,216.87	999,951.87	330,604.23	1,042,980.13	43,028.26	4.30%
Revenue Total:	1,001,216.87	999,951.87	330,604.23	1,042,980.13	43,028.26	4.30%

Expense

Department: 400 - Parks & Recreation

200-400-63035 Ranch House Maintenance	1,000.00	6,000.00	900.00	6,066.76	-66.76	-1.11 %
200-400-64024 Ranch House Supplies	1,000.00	2,500.00	0.00	1,835.89	664.11	26.56 %
Department: 400 - Parks & Recreation Total:	2,000.00	8,500.00	900.00	7,902.65	597.35	7.03%

Department: 401 - DSRP

200-401-60003 On Call Pay	10,400.00	10,400.00	10,400.00	10,400.00	0.00	0.00 %
200-401-60005 Camp Staff	64,054.20	64,054.20	55,652.20	55,652.20	8,402.00	13.12 %
200-401-62003 Special Counsel and Consultants	0.00	0.00	364.00	1,505.80	-1,505.80	0.00 %
200-401-63000 Building/Office Maintenance	0.00	0.00	5,241.43	44,543.44	-44,543.44	0.00 %
200-401-63001 Equipment Maintenance	16,000.00	23,000.00	5,152.78	24,155.51	-1,155.51	-5.02 %
200-401-63002 Fleet Maintenance	2,500.00	2,500.00	0.00	115.14	2,384.86	95.39 %
200-401-63003 Lawn Maintenance	0.00	0.00	5,100.00	16,939.00	-16,939.00	0.00 %
200-401-63004 Dues, Fees & Subscriptions	9,561.94	20,000.00	1,070.93	20,989.38	-989.38	-4.95 %
200-401-63005 Training/Continuing Education	400.00	400.00	109.95	274.90	125.10	31.28 %
200-401-63023 General Maintenance	118,518.92	108,518.92	2,603.72	22,495.94	86,022.98	79.27 %
200-401-63024 Stall Cleaning & Repair	2,000.00	750.00	0.00	537.60	212.40	28.32 %
200-401-64000 Office Supplies	10,000.00	7,500.00	0.00	5,476.70	2,023.30	26.98 %
200-401-64005 Equipment Rental	2,000.00	1,000.00	738.53	1,058.48	-58.48	-5.85 %
200-401-64006 Fleet Acquisition	15,000.00	15,000.00	0.00	15,000.00	0.00	0.00 %
200-401-64008 Fuel	0.00	0.00	0.00	5,303.67	-5,303.67	0.00 %
200-401-64010 Maintenance Supplies	0.00	0.00	383.88	1,370.75	-1,370.75	0.00 %
200-401-64011 Park Supplies	21,000.00	0.00	0.00	0.00	0.00	0.00 %
200-401-64015 Park Program & Event Supplies	13,950.00	0.00	0.00	25,843.34	-25,843.34	0.00 %
200-401-64020 Building Supplies	0.00	0.00	0.00	266.61	-266.61	0.00 %
200-401-64021 Merchandise	11,402.63	11,600.00	0.00	11,540.29	59.71	0.51 %
200-401-64023 Equipment	26,922.00	3,000.00	0.00	2,337.45	662.55	22.09 %
200-401-64026 Sponsorship Expenses	0.00	750.00	0.00	574.24	175.76	23.43 %
200-401-64027 Coyote Camp	0.00	13,250.00	7.40	12,315.55	934.45	7.05 %
200-401-64028 Riding Series	0.00	32,000.00	0.00	24,327.97	7,672.03	23.98 %
200-401-64029 Miscellaneous Events	0.00	8,400.00	0.00	16,499.20	-8,099.20	-96.42 %
200-401-65000 Network/Phone	56,304.00	61,500.00	771.24	43,599.88	17,900.12	29.11 %
200-401-65004 Office Water	0.00	10,250.00	2,123.97	11,355.12	-1,105.12	-10.78 %
200-401-65005 Water	7,000.00	0.00	0.00	0.00	0.00	0.00 %
200-401-65007 Portable Toilets	5,953.40	1,000.00	160.00	915.00	85.00	8.50 %
200-401-65008 Alarm	1,112.40	3,500.00	0.00	3,378.43	121.57	3.47 %
200-401-65017 Electricity	60,000.00	84,000.00	6,705.06	83,956.41	43.59	0.05 %
200-401-65018 Septic	750.00	0.00	0.00	0.00	0.00	0.00 %
200-401-65019 Propane/Natural Gas	2,500.00	7,400.00	0.00	7,417.47	-17.47	-0.24 %
200-401-65020 On Call Phone	2,060.00	0.00	0.00	0.00	0.00	0.00 %
200-401-66001 Advertising	0.00	0.00	0.00	3,395.00	-3,395.00	0.00 %
200-401-66002 Postage & Shipping	100.00	30.00	0.00	3.10	26.90	89.67 %
200-401-70001 Mileage	500.00	0.00	0.00	0.00	0.00	0.00 %
200-401-70002 Contingencies/Emergency Fund	50,000.00	15,000.00	0.00	7,942.67	7,057.33	47.05 %
200-401-70003 Other Expenses	20,000.00	10,000.00	1,779.54	2,471.92	7,528.08	75.28 %
200-401-70004 Hays County Livestock Board Agree	13,200.00	13,200.00	3,347.50	7,862.30	5,337.70	40.44 %
200-401-70007 Sponsored Events	34,800.00	5,050.00	0.00	0.00	5,050.00	100.00 %
200-401-70013 DSRP Sales Tax	0.00	0.00	0.00	2,231.71	-2,231.71	0.00 %
200-401-71008 DSRP Improvements	0.00	364,500.00	0.00	233,103.81	131,396.19	36.05 %
200-401-90013 Transfer to Vehicle Replacement Fu	5,731.00	5,731.00	5,731.00	5,731.00	0.00	0.00 %
Department: 401 - DSRP Total:	583,720.49	903,284.12	107,443.13	732,886.98	170,397.14	18.86%
Expense Total:	585,720.49	911,784.12	108,343.13	740,789.63	170,994.49	18.75%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	415,496.38	88,167.75	222,261.10	302,190.50	214,022.75	-242.74%

Budget Report

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 400 - Utilities							
Revenue							
Department: 000 - Undesignated							
400-000-43024	Over Use Fees	134,550.60	0.00	0.00	0.00	0.00	0.00 %
400-000-46001	Other Revenues	0.00	0.00	3,756.75	-64,778.07	-64,778.07	0.00 %
Department: 000 - Undesignated Total:		134,550.60	0.00	3,756.75	-64,778.07	-64,778.07	0.00%
Department: 300 - Wastewater							
400-300-41001	PEC Franchise Fee	130,000.00	159,300.39	0.00	159,300.39	0.00	0.00 %
400-300-41002	ROW Fees	6,000.00	6,000.00	16.81	5,564.50	-435.50	7.26 %
400-300-41003	Cable Franchise Fees	130,000.00	157,016.79	0.00	157,016.79	0.00	0.00 %
400-300-41004	Texas Gas Franchise Fees	3,000.00	9,952.01	0.00	9,952.01	0.00	0.00 %
400-300-43018	Wastewater Service Fees	0.00	1,202,123.09	110,334.00	953,669.72	-248,453.37	20.67 %
400-300-43019	Water Service Fees	945,095.04	0.00	0.00	0.00	0.00	0.00 %
400-300-43020	Late Fees	9,480.00	41,573.38	2,116.87	43,690.25	2,116.87	105.09 %
400-300-43021	Delayed Connection Fees	157,850.00	2,700.00	0.00	2,700.00	0.00	0.00 %
400-300-43023	Transfer Fees	9,600.00	5,370.00	0.00	5,370.00	0.00	0.00 %
400-300-43024	Over Use Fees	0.00	109,058.62	17,044.35	92,663.48	-16,395.14	15.03 %
400-300-46001	Other Revenues	95,000.00	37,000.00	0.00	0.00	-37,000.00	100.00 %
400-300-46002	Interest	50,000.00	60,000.00	16,494.53	76,356.44	16,356.44	127.26 %
400-300-47007	Transfer from General Fund	0.00	155,721.00	155,721.00	155,721.00	0.00	0.00 %
400-300-47008	Transfer from TWDB	6,520,000.00	289,000.00	143,863.90	143,863.90	-145,136.10	50.22 %
400-300-47009	Sales Tax	759,225.14	838,615.57	70,800.16	838,615.59	0.02	100.00 %
Department: 300 - Wastewater Total:		8,815,250.18	3,073,430.85	516,391.62	2,644,484.07	-428,946.78	13.96%
Department: 301 - Water							
400-301-43038	Meter Set Fees	0.00	0.00	700.00	700.00	700.00	0.00 %
400-301-43040	Water Base Rate	0.00	4,550.00	0.00	0.00	-4,550.00	100.00 %
400-301-43041	Water Usage	0.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
400-301-43043	Equipment Fee	0.00	0.00	1,448.00	1,448.00	1,448.00	0.00 %
400-301-43044	Inspection Fees	0.00	0.00	200.00	200.00	200.00	0.00 %
Department: 301 - Water Total:		0.00	64,550.00	2,348.00	2,348.00	-62,202.00	96.36%
Revenue Total:		8,949,800.78	3,137,980.85	522,496.37	2,582,054.00	-555,926.85	17.72%
Expense							
Department: 300 - Wastewater							
400-300-60000	Regular Employees	246,000.00	200,000.00	11,632.33	188,814.22	11,185.78	5.59 %
400-300-60002	Overtime	0.00	0.00	678.90	7,582.20	-7,582.20	0.00 %
400-300-60003	On Call Pay	10,400.00	10,400.00	400.00	8,000.00	2,400.00	23.08 %
400-300-61000	Health Insurance	28,931.49	24,897.95	1,669.80	20,106.17	4,791.78	19.25 %
400-300-61001	Dental Insurance	1,806.72	1,806.72	104.22	1,250.64	556.08	30.78 %
400-300-61002	Medicare	0.00	0.00	184.05	2,959.19	-2,959.19	0.00 %
400-300-61003	Social Security	0.00	0.00	786.89	12,652.86	-12,652.86	0.00 %
400-300-61004	Unemployment	0.00	0.00	37.82	1,077.81	-1,077.81	0.00 %
400-300-61005	Federal Withholding	20,622.60	16,704.31	0.00	0.00	16,704.31	100.00 %
400-300-61006	TMRS	15,384.00	12,461.07	752.51	12,150.28	310.79	2.49 %
400-300-62001	Financial	10,000.00	0.00	0.00	0.00	0.00	0.00 %
400-300-62002	Engineering and Surveying	217,500.00	378,188.00	15,820.32	64,498.24	313,689.76	82.95 %
400-300-62003	Special Counsel & Consultants	35,000.00	50,000.00	2,193.75	46,018.22	3,981.78	7.96 %
400-300-62019	Planning and Permitting	50,000.00	60,000.00	5,525.00	61,364.51	-1,364.51	-2.27 %
400-300-62020	Lab Testing	25,000.00	20,000.00	11,015.05	24,153.77	-4,153.77	-20.77 %
400-300-63001	Equipment Maintenance	0.00	2,000.00	0.00	318.95	1,681.05	84.05 %
400-300-63002	Fleet Maintenance	1,200.00	1,000.00	200.06	574.59	425.41	42.54 %
400-300-63003	Lawn Maintenance	0.00	0.00	789.00	789.00	-789.00	0.00 %
400-300-63004	Dues, Fees & Subscriptions	0.00	700.00	145.00	669.52	30.48	4.35 %
400-300-63005	Training/Continuing Education	8,000.00	8,000.00	608.75	3,362.50	4,637.50	57.97 %
400-300-63009	Street/ROW Maintenance	10,000.00	5,000.00	0.00	3,587.13	1,412.87	28.26 %
400-300-63025	Wastewater Treatment Plant Maint	63,100.00	52,600.00	0.00	32,244.22	20,355.78	38.70 %
400-300-63026	Routine Operations	70,000.00	70,000.00	35,229.23	67,807.36	2,192.64	3.13 %
400-300-63027	Operations Non Routine	65,000.00	90,000.00	16,936.03	90,229.97	-229.97	-0.26 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining	
400-300-63028	Lift Station Maintenance	40,600.00	80,000.00	9,263.12	73,796.00	6,204.00	7.76 %
400-300-63029	Sanitary Sewer Line Maintenance	39,000.00	156,500.00	21,983.62	26,846.64	129,653.36	82.85 %
400-300-63030	Drip Field Maintenance	25,000.00	20,000.00	2,778.60	14,033.13	5,966.87	29.83 %
400-300-63031	Sludge Hauling	80,000.00	125,000.00	14,131.85	124,071.97	928.03	0.74 %
400-300-63033	Wastewater Flow Measurement	9,000.00	11,000.00	1,578.00	9,858.91	1,141.09	10.37 %
400-300-63034	Utility Operations	53,500.00	74,125.00	90.94	41,823.56	32,301.44	43.58 %
400-300-64001	IT Equipment & Support	0.00	0.00	0.00	144.25	-144.25	0.00 %
400-300-64002	Software	0.00	34,221.00	-21.78	-5.78	34,226.78	100.02 %
400-300-64003	Uniforms	2,800.00	3,100.00	762.74	3,399.17	-299.17	-9.65 %
400-300-64006	Fleet Acquisition	46,400.00	46,133.45	0.00	46,133.45	0.00	0.00 %
400-300-64008	Fuel	5,000.00	5,000.00	264.36	1,537.00	3,463.00	69.26 %
400-300-64010	Supplies	10,000.00	45,000.00	13,055.05	43,371.81	1,628.19	3.62 %
400-300-64022	Chemicals	9,600.00	9,600.00	2,828.82	11,201.89	-1,601.89	-16.69 %
400-300-64023	Equipment	123,240.00	125,000.00	2,014.10	126,435.49	-1,435.49	-1.15 %
400-300-65000	Network/Phone	8,904.00	8,904.00	786.86	7,032.77	1,871.23	21.02 %
400-300-65017	Electric	73,500.00	78,000.00	6,847.37	77,855.32	144.68	0.19 %
400-300-69008	Land Acquisition	0.00	0.00	-56,415.00	-4,500.00	4,500.00	0.00 %
400-300-70001	Mileage	0.00	0.00	0.00	330.29	-330.29	0.00 %
400-300-70003	Other Expenses	52,000.00	56,000.00	0.00	113,327.27	-57,327.27	-102.37 %
400-300-71000	Capital Projects	2,225,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
400-300-72001	TWDB - Capital Projects	5,050,000.00	0.00	0.00	0.00	0.00	0.00 %
400-300-72002	TWDB - Engineering and Design	747,500.00	237,541.00	44,429.10	283,129.86	-45,588.86	-19.19 %
400-300-72003	TWDB - Special Counsel and Consul	0.00	0.00	28,962.91	217,712.32	-217,712.32	0.00 %
400-300-72004	TWDB - Misc.	760,000.00	760,000.00	284.06	213,576.13	546,423.87	71.90 %
400-300-72005	TWDB - Land Acquisition	0.00	0.00	0.00	419,998.51	-419,998.51	0.00 %
400-300-90010	Transfer to Water Fund	12,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 300 - Wastewater Total:		10,250,988.81	3,378,882.50	198,333.43	2,501,321.31	877,561.19	25.97%
Expense Total:		10,250,988.81	3,378,882.50	198,333.43	2,501,321.31	877,561.19	25.97%
Fund: 400 - Utilities Surplus (Deficit):		-1,301,188.03	-240,901.65	324,162.94	80,732.69	321,634.34	133.51%
Report Surplus (Deficit):		-319,809.43	2,276,994.80	257,162.95	3,186,511.57	909,516.77	-39.94%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	6,992,588.77	7,397,954.10	1,093,408.48	7,443,498.94	45,544.84	0.62%
103 - Courts	250.00	250.00	0.00	0.00	-250.00	100.00%
200 - Planning & Development	1,020,114.66	2,302,079.66	30,990.00	2,311,536.66	9,457.00	0.41%
201 - Building	1,510,000.00	1,936,071.45	58,449.96	2,015,180.41	79,108.96	4.09%
400 - Parks & Recreation	254,971.20	167,715.77	72,533.40	119,311.87	-48,403.90	28.86%
402 - Aquatics	110,600.00	45,814.95	0.00	45,574.95	-240.00	0.52%
404 - Founders Day	99,550.00	135,115.49	0.00	135,115.49	0.00	0.00%
Revenue Total:	9,988,074.63	11,985,001.42	1,255,381.84	12,070,218.32	85,216.90	0.71%
Expense						
000 - Undesignated	3,785,874.64	3,848,023.93	810,743.13	1,525,735.24	2,322,288.69	60.35%
100 - City Council/Boards & Commissions	24,500.00	7,000.00	0.00	564.50	6,435.50	91.94%
101 - City Administrators Office	0.00	0.00	40,758.20	532,374.42	-532,374.42	0.00%
102 - City Secretary	20,570.00	14,720.00	9,474.87	124,003.45	-109,283.45	-742.41%
103 - Courts	15,500.00	10,000.00	300.00	9,313.37	686.63	6.87%
104 - City Attorney	59,000.00	30,000.00	34,037.82	207,373.90	-177,373.90	-591.25%
105 - Communications	14,113.00	15,613.00	9,128.10	108,135.67	-92,522.67	-592.60%
106 - IT	267,032.00	276,254.00	23,546.11	275,856.07	397.93	0.14%
107 - Finance	1,178,377.98	1,343,607.85	262,138.51	1,608,956.63	-265,348.78	-19.75%
200 - Planning & Development	303,500.00	346,500.00	91,067.60	508,475.67	-161,975.67	-46.75%
201 - Building	751,000.00	1,549,784.36	21,790.94	1,649,971.64	-100,187.28	-6.46%
300 - Wastewater	775,000.00	400,000.00	83,161.67	551,672.74	-151,672.74	-37.92%
304 - Maintenance	1,225,485.25	759,017.26	128,511.18	1,021,036.18	-262,018.92	-34.52%
400 - Parks & Recreation	240,963.90	263,834.54	-6,955.99	340,305.37	-76,470.83	-28.98%
401 - DSRP	480,446.40	423,091.78	23,458.47	406,726.40	16,365.38	3.87%
402 - Aquatics	120,331.24	86,925.00	6,344.61	144,865.29	-57,940.29	-66.66%
404 - Founders Day	99,550.00	120,571.00	0.00	119,462.88	1,108.12	0.92%
500 - Emergency Management	60,948.00	60,330.00	7,137.71	131,800.52	-71,470.52	-118.47%
Expense Total:	9,422,192.41	9,555,272.72	1,544,642.93	9,266,629.94	288,642.78	3.02%
Fund: 100 - General Fund Surplus (Deficit):	565,882.22	2,429,728.70	-289,261.09	2,803,588.38	373,859.68	-15.39%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,001,216.87	999,951.87	330,604.23	1,042,980.13	43,028.26	4.30%
Revenue Total:	1,001,216.87	999,951.87	330,604.23	1,042,980.13	43,028.26	4.30%
Expense						
400 - Parks & Recreation	2,000.00	8,500.00	900.00	7,902.65	597.35	7.03%
401 - DSRP	583,720.49	903,284.12	107,443.13	732,886.98	170,397.14	18.86%
Expense Total:	585,720.49	911,784.12	108,343.13	740,789.63	170,994.49	18.75%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	415,496.38	88,167.75	222,261.10	302,190.50	214,022.75	-242.74%
Fund: 400 - Utilities						
Revenue						
000 - Undesignated	134,550.60	0.00	3,756.75	-64,778.07	-64,778.07	0.00%
300 - Wastewater	8,815,250.18	3,073,430.85	516,391.62	2,644,484.07	-428,946.78	13.96%
301 - Water	0.00	64,550.00	2,348.00	2,348.00	-62,202.00	96.36%
Revenue Total:	8,949,800.78	3,137,980.85	522,496.37	2,582,054.00	-555,926.85	17.72%
Expense						
300 - Wastewater	10,250,988.81	3,378,882.50	198,333.43	2,501,321.31	877,561.19	25.97%
Expense Total:	10,250,988.81	3,378,882.50	198,333.43	2,501,321.31	877,561.19	25.97%
Fund: 400 - Utilities Surplus (Deficit):	-1,301,188.03	-240,901.65	324,162.94	80,732.69	321,634.34	133.51%
Report Surplus (Deficit):	-319,809.43	2,276,994.80	257,162.95	3,186,511.57	909,516.77	-39.94%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	565,882.22	2,429,728.70	-289,261.09	2,803,588.38	373,859.68
200 - Dripping Springs Ranch Park	415,496.38	88,167.75	222,261.10	302,190.50	214,022.75
400 - Utilities	-1,301,188.03	-240,901.65	324,162.94	80,732.69	321,634.34
Report Surplus (Deficit):	-319,809.43	2,276,994.80	257,162.95	3,186,511.57	909,516.77



FINAL PROJECT PLAN AND
REINVESTMENT ZONE FINANCING
PLAN FOR PROPOSED TAX
INCREMENT REINVESTMENT ZONE
NO. 1, TOWN CENTER TIRZ, CITY
OF DRIPPING SPRINGS

DECEMBER 13, 2016
UPDATED -----, 2022

1. OVERVIEW

1.1 Background

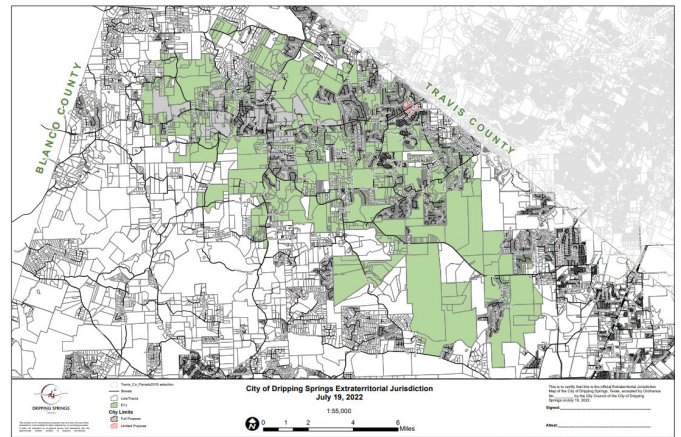
The City of Dripping Springs (the "City") is a Texas general law municipality incorporated in 1981, located 25 miles west of Austin, Texas. Dripping Springs has an unusually large Extra-Territorial Jurisdiction; with nearly 75,000 square acres the area expands from the city limits of Buda to Travis County and west of Austin. The Dripping Spring ETJ encompasses a majority of the northwestern half of Hays County. The City Limits and the City’s ETJ are shown below in *Map Figure 1*.

According to the latest Census numbers issued for 2020, the City has had a large increase in population in the last ten years within the city limits and an even larger increase in the ETJ and School District. This pattern is expected to continue.

As of the 2020 census, the Dripping Springs population, within its city limits, is about 4,656 although its extraterritorial jurisdiction (ETJ) is home to over 40,000 residents. The city offers an exceptional school system and proximity to Austin and San Antonio.

The City created two Tax Increment Reinvestment Zones in 2016, including this Town Center TIRZ No. 1. This plan is an updated version of TIRZ No. 1 where the City, in coordination with the County, has identified additional projects and properties that would benefit the City and County’s residents.

Map Figure 1- City Limit and ETJ



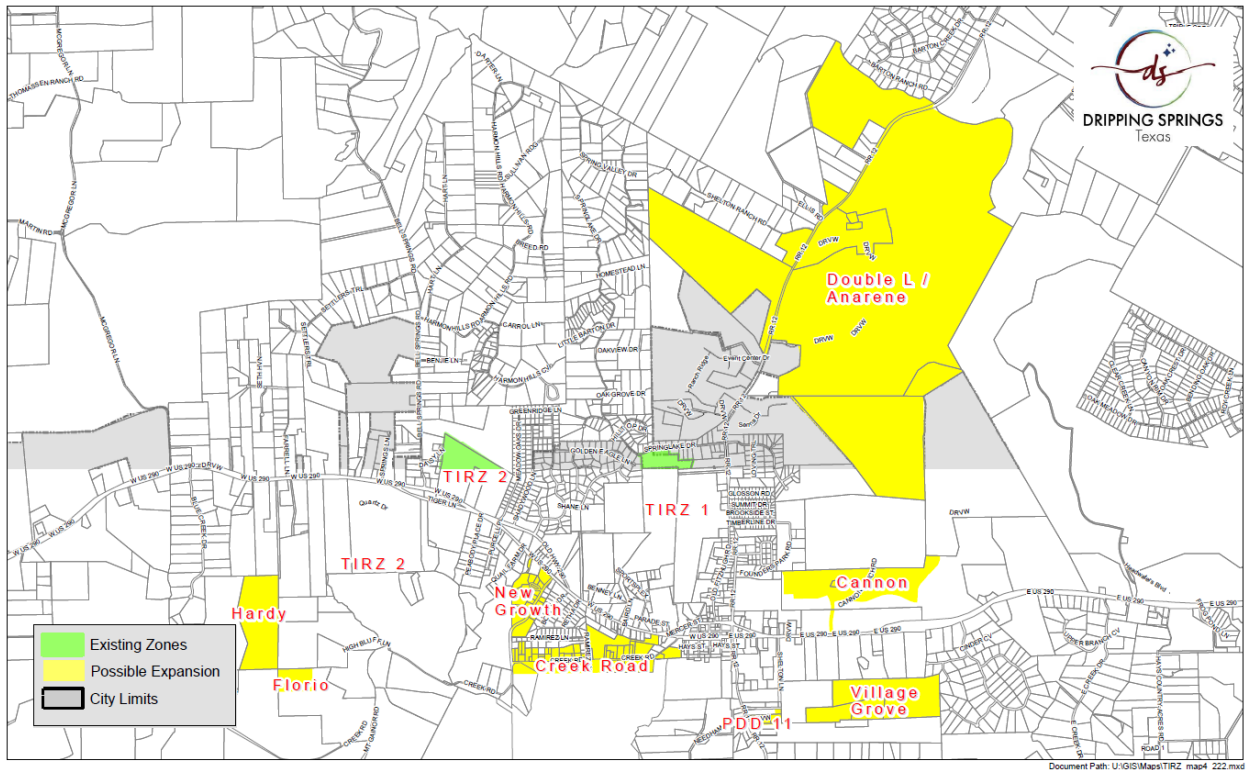
1. The Challenge

- a) Within the City Limits, the City has land available for development, in addition to areas of substandard development. The City needs additional means of planning and providing infrastructure to promote overall quality development in the area;
- b) The City’s ETJ is comprised of numerous ownerships and as the tracts petition for annexation in a piecemeal fashion, the City has no means of planning and providing infrastructure to promote overall quality development;
- c) The City’s downtown has dilapidated and unoccupied buildings that inhibit the City’s growth;
- d) The lack of sidewalks and the inadequacy of certain streets in Dripping Springs also inhibits the growth of the City;
- e) Low quality and/or sub-standard developments will be an ongoing obstacle to annexation and City growth if allowed to continue; and
- f) If the City's ETJ is left unincorporated, the burden of providing services to the area will remain with Hays County.

2. Responding to the Challenge

In 2016, the City partnered with the County to participate in a Tax Increment Reinvestment Zone (“TIRZ” or “Zone”) to be created over certain commercial and some residential areas within the City. *Map Figure 2* below depicts the TIRZ Boundary and the respective areas of in-City (approximately 974 acres) and ETJ (approximately 1657 acres) included.

Map Figure 2: Proposed TIRZ boundary



The road and drainage improvements listed, especially those related to Old Fitzhugh Road, Mercer Street, and Creek Road will benefit every resident of Dripping Springs and its ETJ. Additionally, these road improvements will also benefit development in the area north of downtown by providing access to downtown and the greater Travis County area. These improvements are feasible and practical and will benefit the area within in the TIRZ boundary.

The proposed TIRZ would afford the opportunity for the City to plan and prepare for the provision of public infrastructure to areas within its City Limits, including Old Fitzhugh Road street and drainage improvements, Town Center improvements, Triangle/US 290/RR12 area road and drainage improvements, Creek Road improvements, Stephenson Building improvements, Public Parking downtown, and other road and drainage improvements.

The TIRZ is one layer of funding to help leverage additional funding sources for city improvements. Creating a TIRZ with identified projects is an effective method to communicate the city’s key areas for investment and targeted growth.

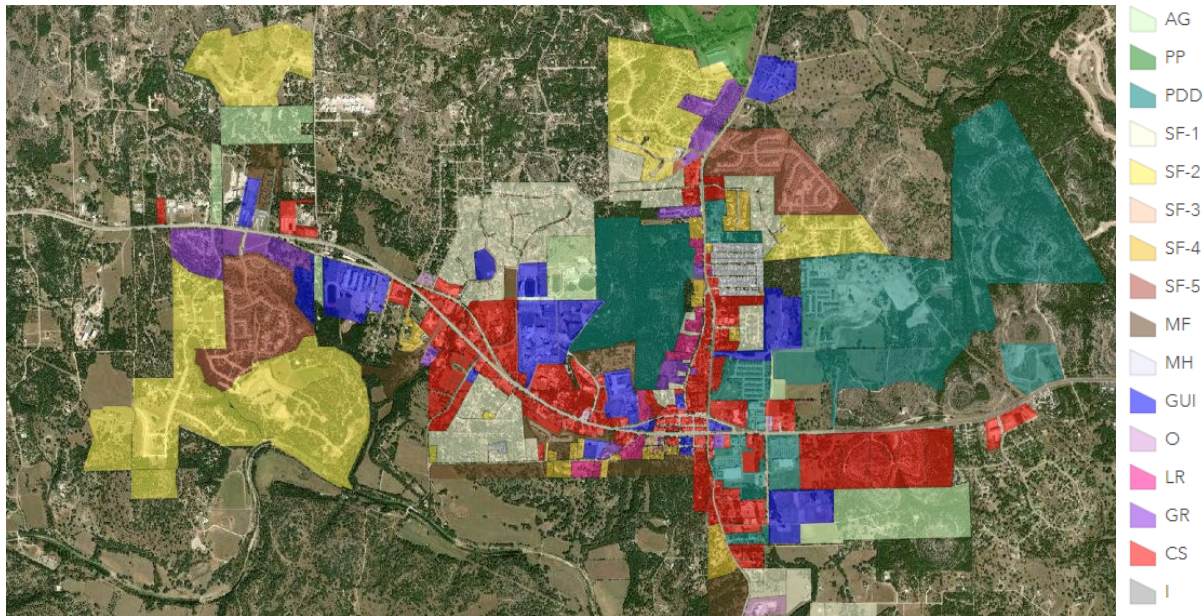
The City desires to maximize and preserve the taxable value of land and improvements in its ETJ and City Limits. Residents understand that maintaining their property values depends in no small part on high quality development within the City and the ETJ.

The City is experiencing and will continue to experience rapid growth. The City may need to update its land development code as it relates to the Town Center area in order to foster the development types that support the City’s future goals. A detailed look at natural attributes, infrastructure, development trends, targeted development areas and the comprehensive plan should be evaluated to determine the new code requirements.

The need for this proposed TIRZ partnership is further compelling because neither the City nor County can address the development issues alone. The magnitude of infrastructure needed to ensure quality development is beyond the financial capability of the City to fund solely, and some of the infrastructure needed for quality development is typically outside the purview of the County to provide.

If this opportunity is missed, the City will be unable to provide the full array of city services and roads to promote development inside and outside the City Limits. If the ETJ develops with lack of planning and substandard infrastructure, the City is unlikely to annex due to the prohibitive cost of retro-fitting and upgrading substandard infrastructure. But for the creation of the TIRZ and participation by both the City and County, this area is not likely to attract or maintain private investment sufficient or timely enough to provide the proposed public improvements.

Map Figure 3: Proposed Uses



2. FINAL PROJECT PLAN

This Updated Project Plan and Reinvestment Zone Financing Plan (“The Updated Plan”) has been prepared in accordance with the requirements of Chapter 311.011 of the Texas Tax Code and outlines the improvements to be funded and implemented by the proposed Tax Increment Reinvestment Zone Number 1, Dripping Springs, Texas.

There are several key projects identified to help the City reach its real development potential downtown. These projects involve the important aspects needed to create solid framework for a successful eighteen hour downtown.



Town Center:

The Town Center Concept is the foundation of the TIRZ creation. The Town Center is the catalyst project that would spur new development. The timing of the Town Center is important to the parties involved in the project. Due to rapid population growth, the city and county are looking for new facilities. The idea to co-locate the entities into a shared facility is a cost-effective way to design civic services. This project will include parking, city hall site acquisition as a portion of the Town Center project and constructing a new civic building.

When creating a new town center in an existing historic environment, it’s important to understand and respect the town’s existing characteristics. Most importantly, implementation of the projects must be sensitive to the area in the newly created district.

Stephenson Building Project

This project is for the preservation and renovation of the building at 101 Old Fitzhugh Road to serve as a community meeting, programs, and performance space, with some civic offices. The work includes hazardous materials abatement, cleaning the foundation, roof replacement, historic window restoration or replacement, gutter system replacement, restoration of the wood floor, ceiling restoration and installation of suspended acoustical ceiling in secondary spaces, TAS/ADA accessibility, mechanical, electrical, plumbing, thermal and moisture protection, carpentry, finishes, earthwork, grading, paving, and an addition for restrooms, storage, and a backstage area.

Downtown Bathrooms

The City has looked at downtown bathrooms to serve the downtown Mercer and Old Fitzhugh Districts. These bathrooms would be in the downtown area and may be attached or near the Stephenson Building. The bathrooms would include an accessible bathroom.

Transportation Improvements:

Mercer Street and Old Fitzhugh Road:

The newly constructed benches and sidewalks on Mercer Street are a great start to creating a downtown sense of place. The next series of downtown investments identified in the TIRZ Project Plan are the redesign and construction of Mercer Street and Old Fitzhugh Road to create a Town Center. These two streets are the most important streets within the historic downtown. The street designs are critical to the success of the downtown. They must be designed in partnership with the targeted development patterns along these streets. In order to achieve the ideal street and development type, the City must update its development regulations within this Zone.



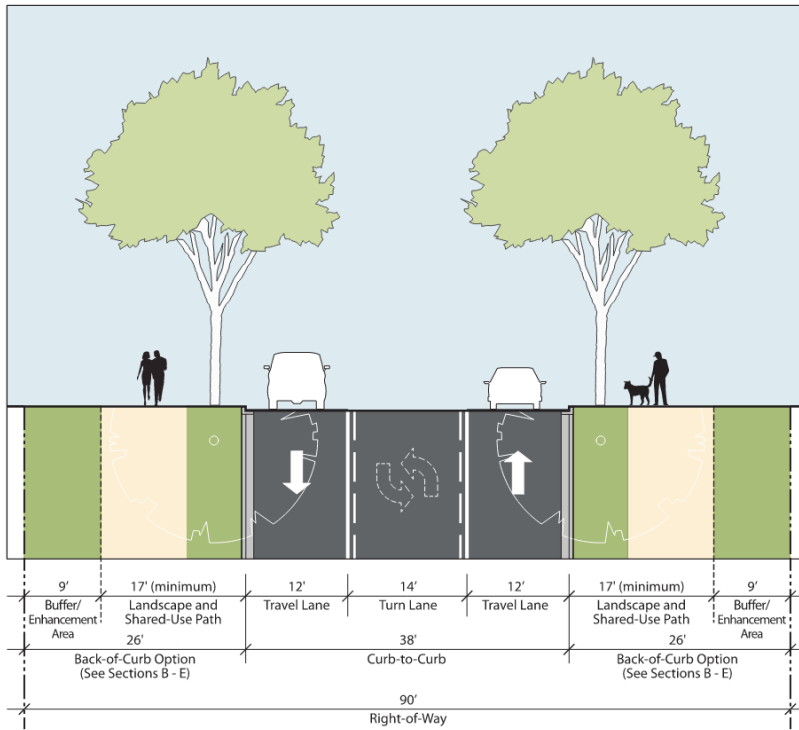
Photo Credit: Around Dripping Springs

Based on the existing street lay out and the disconnected street pattern in new developments, connectivity is a serious challenge for the city. Providing new and alternative connections are addressed in the TIRZ Project Plan. The following projects will help connect Mercer Street to the Heritage Subdivision and provide the much-needed transportation infrastructure:

- (1) Roger Hanks Parkway; and
- (2) Garza Road ROW (North Street);
- (3) Wallace Street; and
- (4) Creek Road.

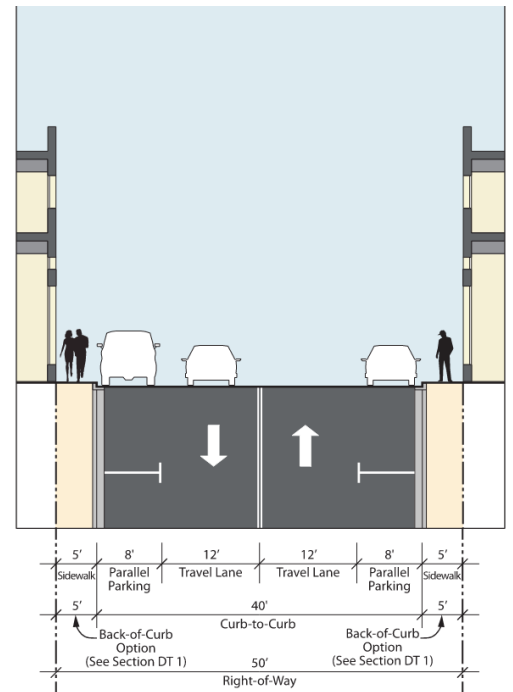
Wallace Street Improvements:

The City’s approved Transportation Master Plan (TMP) shows Wallace Street as a two-Lane Commercial Local Street (CLS2). This project proposes to improve Wallace Street to match the TMP for its entire length from Bluff Street to RR12, approximately 1,000 linear feet. It will remain a two-lane road but will establish much needed parallel parking, curb and gutter stormwater conveyance and pedestrian sidewalks on both sides of the street all within the existing 50-foot Right of Way.



2 Lane Minor Arterial Divided with Center Turn Lane
City of Dripping Springs - Transportation Master Plan

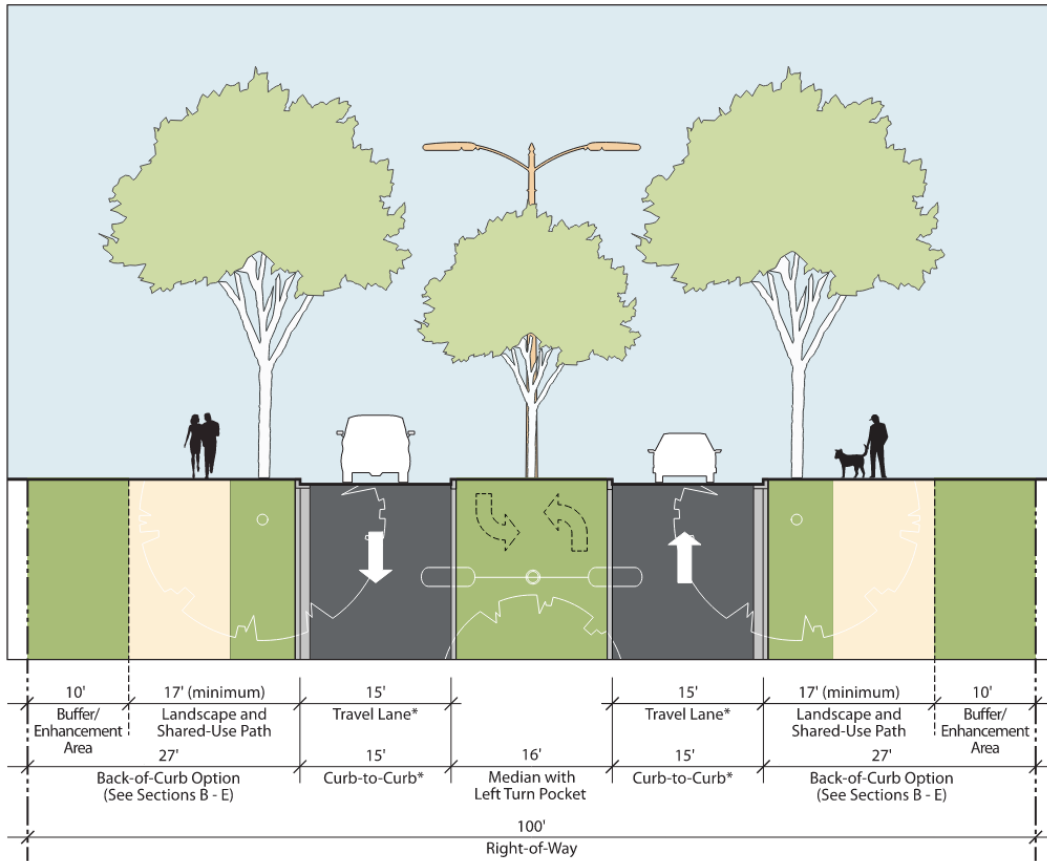
NOT
to
Scale



2 Lane Downtown Commercial Street with Parallel Parking
City of Dripping Springs - Transportation Master Plan

Creek Road Improvements:

The City’s approved Transportation Master Plan shows Creek Road as a two-Lane Major Divided Arterial (MAD2). This street section improves traffic flow and safety while establishing pedestrian access facilities and improving drainage for this approximately 1-mile corridor. It will remain a two-lane road but will be divided either by a median or center turn lane. This section also includes shared use paths and curb and guttered stormwater conveyance. Right of Way (ROW) of 90 to 100 feet will be required to provide these improvements. Much of the existing ROW is as narrow as 50 feet. The project will provide much needed improvements to a heavily utilized east/west connector that is forecasted to see increased development. Prior to finalization of the street section additional study will be done.

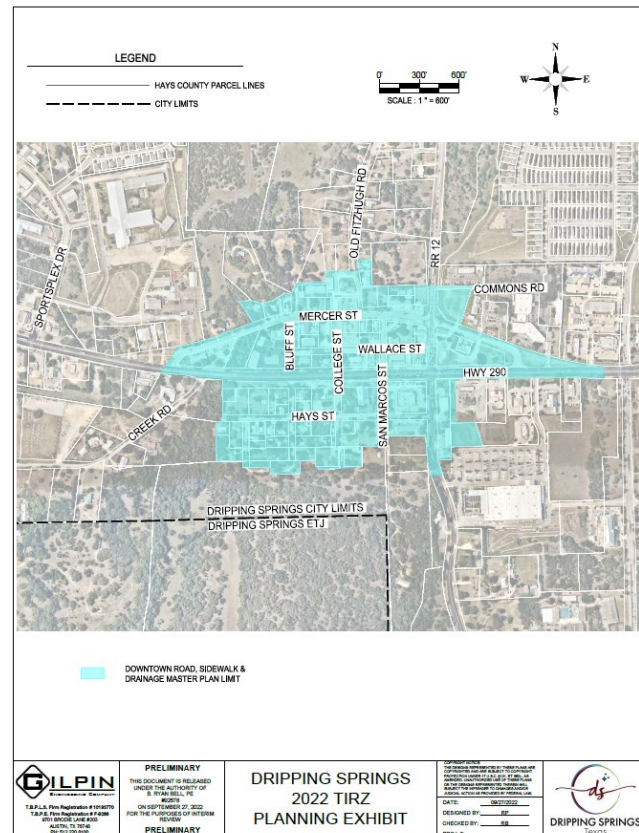


2 Lane Minor/Major Arterial Divided
City of Dripping Springs - Transportation Master Plan

NOTES
 - Curb-to-cu
 - For Back-of

Downtown Road, Sidewalk & Drainage Master Plan

This Downtown Road, Sidewalk and Drainage Master Plan will seek to develop a phased approach to source funding for the design and construction of improvements consistent with the City’s approved Transportation Master Plan. The plan will include core downtown streets Mercer, Wallace, Hays, Bluff, College, San Marcos and Old Fitzhugh. The plan will focus on improving downtown parking, pedestrian access and safety at the same time as improving the City’s downtown drainage conveyance facilities. Parking improvements will include options for angled parking or parallel parking along improved street sections. Pedestrian facilities will include combinations of 5-foot sidewalks and shared use paths as well as extension of the network of street lighting, benches and bike racks already implemented in Mercer Street and currently being planned for Old Fitzhugh Road. Storm conveyance will be improved to curb and gutter with underground pipes systems.



Dripping Springs TIRZ No. 1
 Updated Final Project Plan - 2022

Benefits to Taxing Units

The TIRZ as proposed will allow the City, County, and Library to partner with each other for public improvements each may have planned for the area. The City believes that a TIRZ is the best mechanism by which to partner with the County and also with private sector developers to plan, fund, and construct the needed improvements over the long-range time horizon such an ambitious undertaking might require. The City and County will be able to fund a large building site for a building complex with city and county services.

Through the TIRZ, the City and County can both maximize the value of the ETJ to the benefit of their respective voters and citizens, as well as contribute to the community cohesion that comes with planned development. Developers seeking to partner with the TIRZ will be required to petition for annexation into the City. This performance driven structure will shift the cost and risk of construction to the private sector, with repayment coming out of new growth resulting from the infrastructure provided.

1. Changes to Municipal Ordinances Required 311.011(b)(2))

Some changes to the development code for the Town Center area could be needed to fully complete the projects. Other than these changes and the ordinance changes that will be required by the annexation and zoning of properties currently in the ETJ, there are no other contemplated changes to the City's Code of Ordinances or the Comp Plan.

2. Non-Project Costs (311.011(b)(3))

Non-Project Costs will consist of unreimbursed costs of public rights-of way, utility upgrades, street relocation cost, technology investment, public open space improvements, and other private investment. The projects, which are expected to result from the TIRZ major infrastructure improvements, consist of private investment in various development projects which will include internal infrastructure such as internal roads, water, sewer, and drainage facilities, along with the private development. The total value of such projects can reasonably be projected to total more than forty-six million dollars (\$46,000,000) at TIRZ end.

3. REINVESTMENT ZONE FINANCING PLAN

The TIRZ is intended to provide a funding and/or reimbursement mechanism for major public infrastructure to provide roadways and public utilities to un-served properties within the Zone, along with various landscape, beautification and urban design components. The comprehensive and long-term nature of the project will promote stability, and sustainable commercial, residential, retail and light industrial opportunities in an area that is currently underutilized and undervalued. The TIRZ may fund all or a portion of the eligible projects.



3.1 Estimated Project Cost Description (311.011(c)(1))

The project costs below comply with the categories established in Section 311.002 of the Texas Tax Code. The dollar amounts are approximate estimates based on assumptions of how the land may develop and are expressed in year 2016 dollars. Project Costs may be adjusted to actual development plans, bid costs and/or for inflation. Projects will be undertaken and paid for as funds are available from increment or other sources. The intent is to complete as many of the projects as can be funded from tax increment revenues notwithstanding whether the costs or tax increments exceed the estimates herein, and costs may be moved among line items.

Project Description	Project Cost Estimate ¹	Proportionate Cost
Capital Projects Roads and Drainage	\$ 25,150,000	\$ 16,387,500
Civic Facilities City Hall as portion of Town Center	\$ 3,000,000	\$ 2,250,000
Public Parking Downtown	\$ 200,000	\$ 150,000
Stephenson Building	\$ 2,200,000	\$ 1,100,000

¹ Projects that also benefit the area in TIRZ # 2 may also be funded by that TIRZ.

Downtown Bathrooms	\$ 300,000	\$ 150,000
Total Estimated Project Costs	\$ 30,850,000	\$ 20,037,500

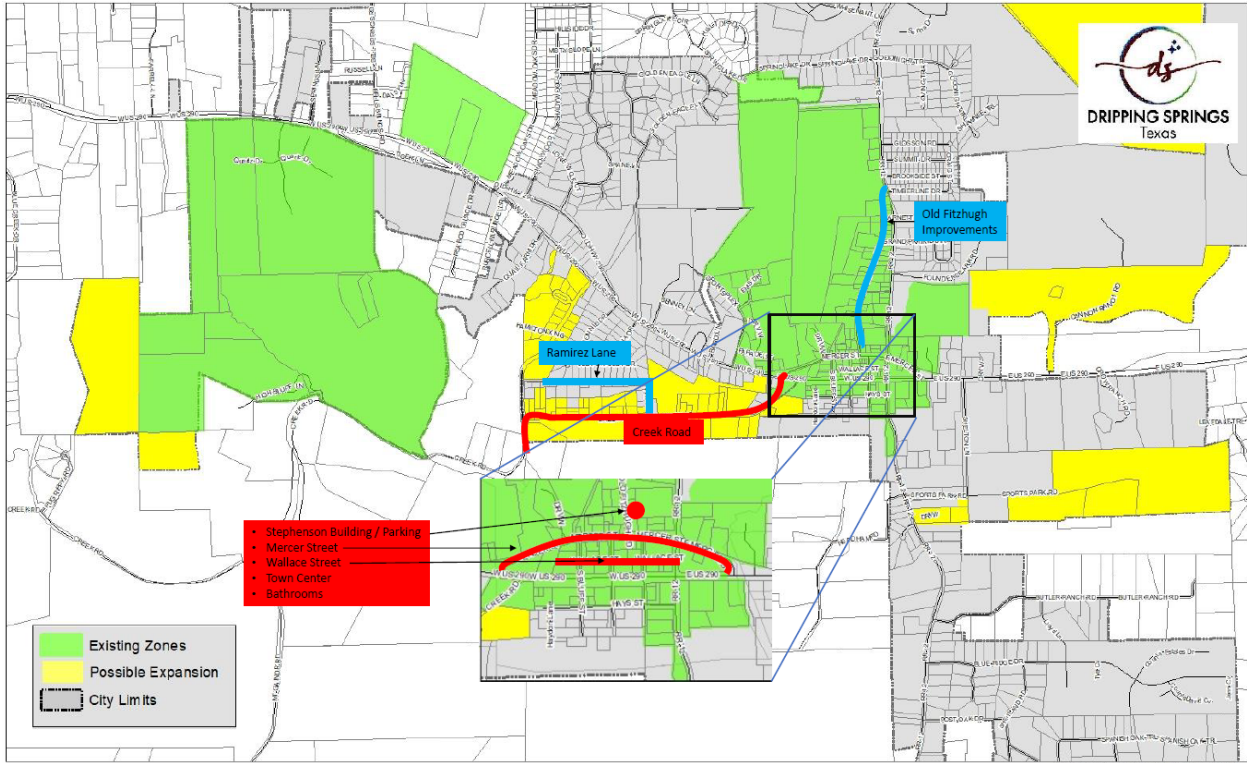
In addition to the projects described above, the following categories established in Section 311.002(1) of the Texas Tax Code as eligible project costs will be considered eligible project costs. The TIRZ will fund project costs at the discretion and approval of the Board of Directors of the TIRZ. And, when appropriate and practicable, the TIRZ will consider categories that are eligible for financing projects, such as:

- *Capital Projects* related to demolition, environmental abatement, and remediation including site work and fill, necessary to prepare sites and existing structures for new use.
- *Land Costs* associated with property formally conveyed to the public in conjunction with the implementation of projects otherwise eligible for reimbursement may also be eligible for reimbursement.
- *Matching Funds* may be contributed in support of local, state, federal or other capital improvements programs that benefit the project and the region.
- *Streetscape, Gateways, Parks, and Community Facilities* that enhance or serve the existing and future development. These may include, but are not limited to, lighting, walks, landscaping and related street furniture, greenbelts and paths, trails, parks, outdoor pavilions, non-profit community and arts space, and recreational/sports facilities.
- *Professional Services* incurred for architectural, planning, engineering, legal, landscape architecture, financial, marketing, public relations, management, leasing, bookkeeping, tax role verification, environmental, archaeological, and other services and advice necessary to a project.
- *Financing Costs* related to developer's interest, city interest, and financing interest, legal fees, underwriter's fees, brokerage charges, transfer or placement charges, premium and fees paid for loans, credit enhancement fees, notes, bonds or other instruments of credit issued to pay for project costs.
- *Operational Expenses* as may be necessary to provide for the proper administration of the Zone, operation of Zone facilities and services provided therein, over the life of the TIRZ.

3.2 Kind, Number and Location of Proposed Public Improvements (311.011(c)(2))

Proposed public improvements include drainage, roadways (including Old Fitzhugh Road and Creek Road), and various facilities. The majority of these improvements, including roadways, city hall as portion of Town Center, and parking, will be located in the City. Urban design components may also be within the City Limits. The map below indicates the probable location of the listed improvements; however, final alignments will be determined at the time of design. Public infrastructure improvements and civic facilities will be considered eligible projects anywhere within the Zone.

Map Figure 4-
Location of
Proposed Projects
in TIRZ #1 and
TIRZ #2.



3.3 Economic Feasibility (311.011(c)(3))

Currently, the projected cost estimates for the projects benefitting the Town Center TIRZ No. 1 are \$20,037,500. This estimate does not include the administrative expenses of running the TIRZ. Using 50% of the incremental increase of the Tax Rate of \$.1778, \$.089, after thirty (30) years, the expected amount in the Tax Increment Fund will be conservatively estimated at \$22,589,684. Thus, the TIRZ with a 50% of the increment, currently at \$.089, the TIRZ will be able to fund all of the projected estimated costs. See Attachment “A”. (With the County participating at 50% on some properties and 25% at some properties the total projected revenue is \$81,000,000).

3.4 Estimate of Bonded Indebtedness To Be Incurred (311.011(c)(4))

Bonds, notes or other obligations may be issued to yield net proceeds sufficient to pay all or a portion of the eligible project costs and related professional fees that are currently estimated at, but are not limited to, \$20,037,500. The City, at its sole discretion, may issue or cause to be issued bonds, notes, or other obligations secured by tax increment revenues, the proceeds of which could be used to pay for or reimburse Project Costs, including public improvements, capitalized interest, professional fees, developer interest and costs of issuance of the bonds.

3.5 Estimated Time When Monetary Obligations Are To Be Incurred (311.011(c)(S))

Since the buildout horizon for TIRZ improvements will be market driven, it is anticipated that the completion of the infrastructure will take a minimum of five years from the date of this Updated Plan, although some projects may be started within the first two years in anticipation of the increase in TIRZ Funds. Bond issuance will occur at appropriate times as determined by the City and the City's Financial Advisor. Project Costs, administrative costs, and costs related to the creation and organization of the TIRZ may be paid from the issuance of bonds or directly from tax increment revenue.

3.6 Methods and Sources of Financing (311.011(c)(6))

The primary sources of revenue will be the ad valorem property taxes generated on the annual increment value above the base year value. The City has adopted an increment of 50% or \$.089 for a period of 30 years. This participation will create an estimated fund of \$60,000,000 in 30 years.

To ensure timely construction of public improvements, pay-as-you-go and other various methods of financing may be utilized. These include:

- *Tax Increment Bonds or Notes.* As allowed by annual incremental increases in Zone assessed value, tax-exempt tax increment bonds or notes may be issued to fund improvements.
- *Direct Reimbursements.* Projects that are closely related to particular private development projects or public infrastructure programs of public agencies, municipalities, and authorities may be financed through reimbursement agreements with a developer, public agency, municipality, or authority using a direct payment annually from the TIRZ increment fund.
- *Other private financing.* Some projects may be financed on a short-term basis through private financial institutions.
- *Grants/Other Public Funds.* To the extent permitted by law, efforts will be made to leverage TIRZ funds with other public funds and economic development tools.

3.7 Current Appraised Value of Taxable Real Property (311.011(c)(7))

Based upon the 2022 Hays County Appraisal District certified tax roll, the base year value of the proposed TIRZ will be \$71,961,330.

3.8 Estimated Captured Appraised Value By Year (311.011(c)(8))

The table on the following page shows the Captured Appraised Value and the resulting revenue from the City and County for the duration of the Zone.

3.9 Duration of Zone (311.011(c)(9))

The Zone is being proposed for a thirty (30) year period, with the final payment of increment being made on values and at rates for 2045, which revenue may be paid in 2046. Therefore, the Zone will terminate for purposes of collection on December 31, 2046.

4. CAPTURED APPRAISED VALUE-CITY

TIRZ 1 Captured Appraised Value - City					
TIRZ #1 Increment	Year	Tax Year	TIRZ #1 Base	Projected	Total Projected
				Incremental Tax Base Subject to Capture	Assessed Valuation
Base [a]		2022	\$ 70,382,980	\$ 99,250,614	\$ 169,633,594
1		2023	\$ 70,382,980	\$ 102,643,286	\$ 173,026,266
2		2024	\$ 70,382,980	\$ 310,103,811	\$ 380,486,791
3		2025	\$ 70,382,980	\$ 525,203,832	\$ 595,586,812
4		2026	\$ 70,382,980	\$ 697,493,946	\$ 767,876,926
5		2027	\$ 70,382,980	\$ 848,375,324	\$ 918,758,304
6		2028	\$ 70,382,980	\$ 941,802,976	\$ 1,012,185,956
7		2029	\$ 70,382,980	\$ 1,012,430,668	\$ 1,082,813,648
8		2030	\$ 70,382,980	\$ 1,085,816,822	\$ 1,156,199,802
9		2031	\$ 70,382,980	\$ 1,133,879,093	\$ 1,204,262,073
10		2032	\$ 70,382,980	\$ 1,157,964,335	\$ 1,228,347,315
11		2033	\$ 70,382,980	\$ 1,182,531,281	\$ 1,252,914,261
12		2034	\$ 70,382,980	\$ 1,207,589,566	\$ 1,277,972,546
13		2035	\$ 70,382,980	\$ 1,233,149,017	\$ 1,303,531,997
14		2036	\$ 70,382,980	\$ 1,259,219,657	\$ 1,329,602,637
15		2037	\$ 70,382,980	\$ 1,285,811,710	\$ 1,356,194,690
16		2038	\$ 70,382,980	\$ 1,312,935,604	\$ 1,383,318,584
17		2039	\$ 70,382,980	\$ 1,340,601,975	\$ 1,410,984,955
18		2040	\$ 70,382,980	\$ 1,368,821,674	\$ 1,439,204,654
19		2041	\$ 70,382,980	\$ 1,397,605,767	\$ 1,467,988,747
20		2042	\$ 70,382,980	\$ 1,426,965,542	\$ 1,497,348,522
21		2043	\$ 70,382,980	\$ 1,456,912,513	\$ 1,527,295,493
22		2044	\$ 70,382,980	\$ 1,487,458,423	\$ 1,557,841,403
23		2045	\$ 70,382,980	\$ 1,518,615,251	\$ 1,588,998,231
24		2046	\$ 70,382,980	\$ 1,550,395,215	\$ 1,620,778,195

[a] The Base Year for the original properties in TIRZ 1 is Tax Year 2016. The Base Year for the new properties being added to TIRZ 1 is Tax Year 2022. The base value shown above is the sum of these figures.

5. COST ESTIMATES FOR POTENTIAL TIRZ PROJECTS IN TOWN CENTER TIRZ (TIRZ # 1)

(Note: These estimates are not based on plans and specifications nor a detailed scope of work; they represent rough orders of magnitude; Projects that also benefit the area in TIRZ # 2 may also be funded by that TIRZ)

1. Old Fitzhugh Road - Street and Drainage Improvements with improved streetscape including sidewalks and lighting

Estimated Cost = \$6,250,000 TIRZ No. 2 Proportionate Share=\$1,562,500

TIRZ No. 1 Estimated Share: \$4,687,500

2. Town Center Improvements - Street, drainage, street trees, way finding signage, street lighting and sidewalk improvements in downtown.

Estimated Cost = \$5,400,000 TIRZ No. 2 Proportionate Share=\$1,350,000

TIRZ No. 1 Estimated Share: \$4,050,000

3. Triangle/US 290/RR12 area road and drainage improvements to enhance development

Estimated Cost = \$500,000 TIRZ No. 2 Proportionate Share=\$125,000

TIRZ No. 1 Estimated Share: \$375,000

4. City Hall site acquisition and building as portion of Town Center

Estimated Cost = \$3,000,000 TIRZ No. 2 Proportionate Share=\$750,000

TIRZ No. 1 Estimated Share: \$2,250,000

5. Garza Road ROW (North Street) acquisition and improvements to connect Mercer to Heritage Subdivision

Estimated Cost = \$300,000 (does not include utilities nor ROW acquisition)

6. Public Parking in downtown area to enhance economic development

Estimated Cost = \$200,000 TIRZ No. 2 Proportionate Share=\$50,000

TIRZ No. 1 Estimated Share: \$150,000

7. Creek Road Project

Estimated Cost = \$10,000,000 TIRZ No. 2 Proportionate Share=\$5,000,000

TIRZ No. 1 Estimated Share: \$5,000,000

8. Wallace Street Project

Estimated Cost: \$2,500,000 TIRZ No. 2 Proportionate Share=\$625,000

TIRZ No. 1 Estimated Share: \$1,875,000

9. Stephenson Building Project

Estimated Cost: \$2,200,000 TIRZ No. 2 Proportionate Share=\$1,100,000

TIRZ No. 1 Estimated Share: \$1,100,000

10. Downtown Road, Sidewalk & Drainage Master Plan

Estimated Cost: \$200,000 TIRZ No. 2 Proportionate Share=\$100,000

TIRZ No. 1 Estimated Share: \$100,000

11. Downtown Bathrooms

Estimated Cost: \$300,000 TIRZ No. 2 Proportionate Share=\$150,000

TIRZ No. 1 Estimated Share: \$ 150,000

Total Estimated: \$30,850,000

Total Estimated Proportionate Share \$20,037,500

ATTACHMENT "A"-ECONOMIC FEASIBILITY

TIRZ 1 Economic Feasibility - City

TIRZ #1 Increment	Year	Tax Year	Projected Incremental Tax			Tax Collection Delinquencies at 2%	Total Net Tax Collections	City TIRZ #1			Projected Net TIRZ #1 Revenue	TIRZ #1 Revenue Discounted at 5%	City Retained Taxes (General Fund)
			TIRZ #1 Base	Base Subject to Capture	Total Projected Assessed Valuation			Participation at \$0.0889 Tax Rate	TIRZ Admin Expense				
Base [a]	2022	\$ 70,382,980	\$ 99,250,614	\$ 169,633,594	\$ 6,032	\$ 295,576	\$ 172,938	\$ 86,469	\$ 27,602	\$ 58,867	\$ 58,867	\$ 86,469	
1	2023	\$ 70,382,980	\$ 102,643,286	\$ 173,026,266	\$ 6,153	\$ 301,488	\$ 178,850	\$ 89,425	\$ 28,154	\$ 61,271	\$ 58,353	\$ 89,425	
2	2024	\$ 70,382,980	\$ 310,103,811	\$ 380,486,791	\$ 13,530	\$ 662,975	\$ 540,337	\$ 270,169	\$ 28,717	\$ 241,452	\$ 219,004	\$ 270,169	
3	2025	\$ 70,382,980	\$ 525,203,832	\$ 595,586,812	\$ 21,179	\$ 1,037,774	\$ 915,136	\$ 457,568	\$ 29,291	\$ 428,277	\$ 369,961	\$ 457,568	
4	2026	\$ 70,382,980	\$ 697,493,946	\$ 767,876,926	\$ 27,306	\$ 1,337,979	\$ 1,215,341	\$ 607,671	\$ 29,877	\$ 577,793	\$ 475,352	\$ 607,671	
5	2027	\$ 70,382,980	\$ 848,375,324	\$ 918,758,304	\$ 32,671	\$ 1,600,881	\$ 1,478,243	\$ 739,122	\$ 30,475	\$ 708,647	\$ 555,243	\$ 739,122	
6	2028	\$ 70,382,980	\$ 941,802,976	\$ 1,012,185,956	\$ 35,993	\$ 1,763,673	\$ 1,641,035	\$ 820,518	\$ 31,084	\$ 789,433	\$ 589,087	\$ 820,518	
7	2029	\$ 70,382,980	\$ 1,012,430,668	\$ 1,082,813,648	\$ 38,505	\$ 1,886,738	\$ 1,764,100	\$ 882,050	\$ 31,706	\$ 850,344	\$ 604,323	\$ 882,050	
8	2030	\$ 70,382,980	\$ 1,085,816,822	\$ 1,156,199,802	\$ 41,114	\$ 2,014,609	\$ 1,891,971	\$ 945,985	\$ 32,340	\$ 913,645	\$ 618,391	\$ 945,985	
9	2031	\$ 70,382,980	\$ 1,133,879,093	\$ 1,204,262,073	\$ 42,824	\$ 2,098,354	\$ 1,975,716	\$ 987,858	\$ 32,987	\$ 954,871	\$ 615,518	\$ 987,858	
10	2032	\$ 70,382,980	\$ 1,157,964,335	\$ 1,228,347,315	\$ 43,680	\$ 2,140,321	\$ 2,017,683	\$ 1,008,842	\$ 33,647	\$ 975,195	\$ 598,685	\$ 1,008,842	
11	2033	\$ 70,382,980	\$ 1,182,531,281	\$ 1,252,914,261	\$ 44,554	\$ 2,183,128	\$ 2,060,490	\$ 1,030,245	\$ 34,320	\$ 995,925	\$ 582,297	\$ 1,030,245	
12	2034	\$ 70,382,980	\$ 1,207,589,566	\$ 1,277,972,546	\$ 45,445	\$ 2,226,790	\$ 2,104,152	\$ 1,052,076	\$ 35,006	\$ 1,017,070	\$ 566,343	\$ 1,052,076	
13	2035	\$ 70,382,980	\$ 1,233,149,017	\$ 1,303,531,997	\$ 46,354	\$ 2,271,326	\$ 2,148,688	\$ 1,074,344	\$ 35,706	\$ 1,038,638	\$ 550,812	\$ 1,074,344	
14	2036	\$ 70,382,980	\$ 1,259,219,657	\$ 1,329,602,637	\$ 47,281	\$ 2,316,753	\$ 2,194,115	\$ 1,097,057	\$ 36,420	\$ 1,060,637	\$ 535,694	\$ 1,097,057	
15	2037	\$ 70,382,980	\$ 1,285,811,710	\$ 1,356,194,690	\$ 48,226	\$ 2,363,088	\$ 2,240,450	\$ 1,120,225	\$ 37,149	\$ 1,083,076	\$ 520,978	\$ 1,120,225	
16	2038	\$ 70,382,980	\$ 1,312,935,604	\$ 1,383,318,584	\$ 49,191	\$ 2,410,350	\$ 2,287,712	\$ 1,143,856	\$ 37,892	\$ 1,105,964	\$ 506,655	\$ 1,143,856	
17	2039	\$ 70,382,980	\$ 1,340,601,975	\$ 1,410,984,955	\$ 50,175	\$ 2,458,557	\$ 2,335,919	\$ 1,167,959	\$ 38,649	\$ 1,129,310	\$ 492,714	\$ 1,167,959	
18	2040	\$ 70,382,980	\$ 1,368,821,674	\$ 1,439,204,654	\$ 51,178	\$ 2,507,728	\$ 2,385,090	\$ 1,192,545	\$ 39,422	\$ 1,153,122	\$ 479,146	\$ 1,192,545	
19	2041	\$ 70,382,980	\$ 1,397,605,767	\$ 1,467,988,747	\$ 52,202	\$ 2,557,882	\$ 2,435,244	\$ 1,217,622	\$ 40,211	\$ 1,177,411	\$ 465,942	\$ 1,217,622	
20	2042	\$ 70,382,980	\$ 1,426,965,542	\$ 1,497,348,522	\$ 53,246	\$ 2,609,040	\$ 2,486,402	\$ 1,243,201	\$ 41,015	\$ 1,202,186	\$ 453,091	\$ 1,243,201	
21	2043	\$ 70,382,980	\$ 1,456,912,513	\$ 1,527,295,493	\$ 54,311	\$ 2,661,221	\$ 2,538,583	\$ 1,269,291	\$ 41,835	\$ 1,227,456	\$ 440,586	\$ 1,269,291	
22	2044	\$ 70,382,980	\$ 1,487,458,423	\$ 1,557,841,403	\$ 55,397	\$ 2,714,445	\$ 2,591,807	\$ 1,295,904	\$ 42,672	\$ 1,253,231	\$ 428,417	\$ 1,295,904	
23	2045	\$ 70,382,980	\$ 1,518,615,251	\$ 1,588,998,231	\$ 56,505	\$ 2,768,734	\$ 2,646,096	\$ 1,323,048	\$ 43,526	\$ 1,279,522	\$ 416,576	\$ 1,323,048	
24	2046	\$ 70,382,980	\$ 1,550,395,215	\$ 1,620,778,195	\$ 57,635	\$ 2,824,109	\$ 2,701,471	\$ 1,350,735	\$ 44,396	\$ 1,306,339	\$ 405,054	\$ 1,350,735	
					\$ 1,020,684	\$ 50,013,521	\$ 46,947,568	\$ 23,473,784	\$ 884,100	\$ 22,589,684	\$ 11,607,090	\$ 23,473,784	

[a] The Base Year for the original properties in TIRZ 1 is Tax Year 2016. The Base Year for the new properties being added to TIRZ 1 is Tax Year 2022. The base value shown above is the sum of these figures.



FINAL PROJECT PLAN AND
REINVESTMENT ZONE FINANCING
PLAN FOR PROPOSED TAX
INCREMENT REINVESTMENT ZONE
NO. 2, SOUTHWEST TIRZ, CITY OF
DRIPPING SPRINGS

DECEMBER 13, 2016
UPDATED _____, 2022

1. OVERVIEW

1.1 Background

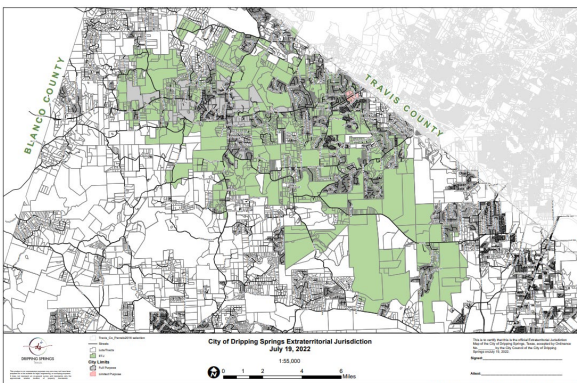
The City of Dripping Springs (the “City”) is a Texas general law municipality incorporated in 1981, located 25 miles west of Austin, Texas. Dripping Springs has an unusually large Extra-Territorial Jurisdiction; with nearly 75,000 square acres the area expands from the city limits of Buda to Travis County and west of Austin. The Dripping Spring ETJ encompasses a majority of the northwestern half of Hays County. The City Limits and the City’s ETJ are below in the *Map Figure 1*.

According to the latest Census numbers issued for 2020, the City has had a large increase in population in the last ten years within the city limits and an even large increase in the ETJ and School District. This pattern is expected to continue.

As of the 2020 census, the Dripping Springs population, within its city limits, is about 4,656 although its extraterritorial jurisdiction (ETJ) is home to over 40,000 residents. The city offers an exceptional school system and proximity to Austin and San Antonio.

The City created two Tax Increment Reinvestment Zones in 2016, including this Town Center TIRZ No. 1. This plan is an updated version of TIRZ No. 2 where the City, in coordination with the County, has identified additional projects and properties that would benefit the City and County’s residents.

Map Figure 1- City Limit and ETJ



1. The Challenge

- a) Within the City Limits, the City has land available for development, in addition to areas of substandard development. The City needs additional means of planning and providing infrastructure to promote overall quality development in the area;
- b) The City’s downtown has dilapidated and unoccupied buildings that inhibit the City’s growth;

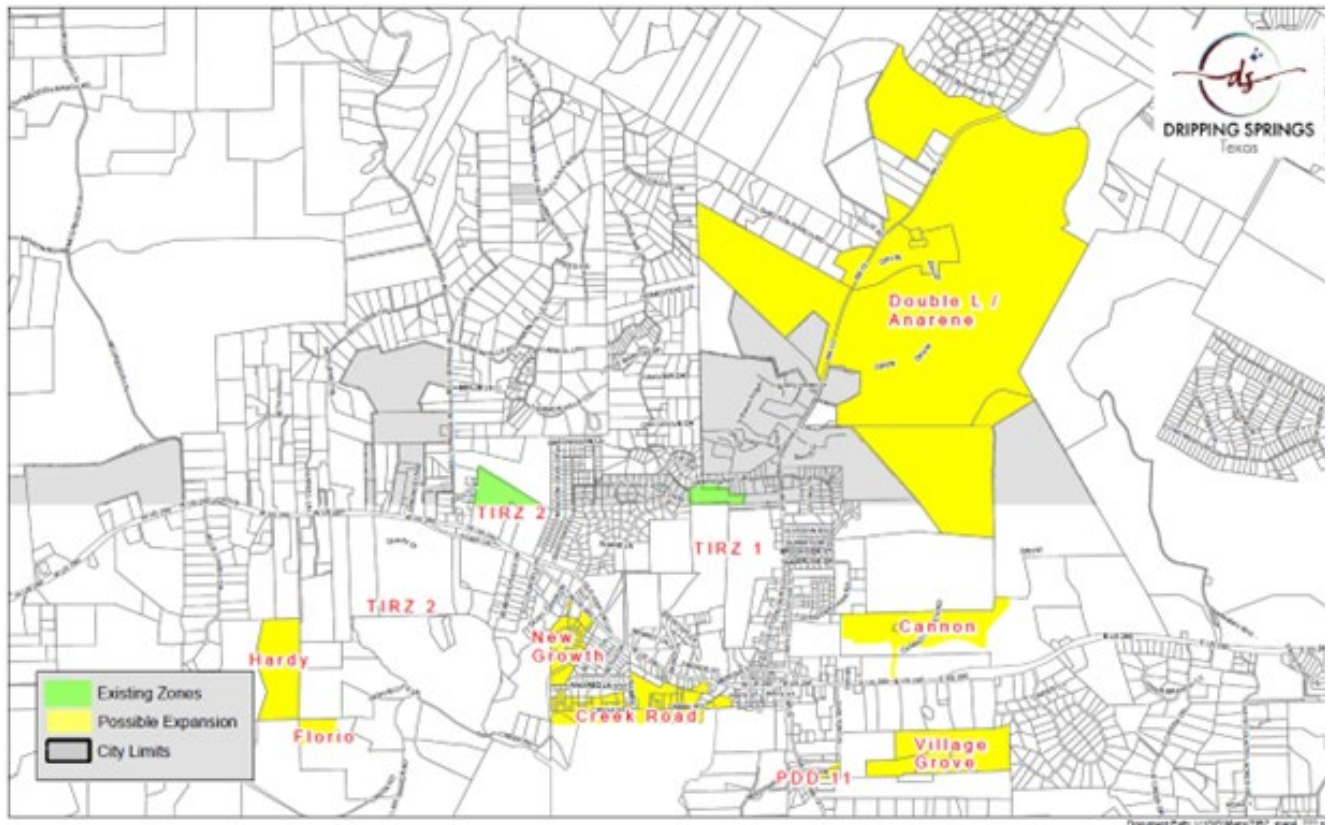
- c) The lack of sidewalks and the inadequacy of certain streets in Dripping Springs also inhibits the growth of the City; and
- d) Low quality and/or sub-standard developments will be an ongoing obstacle to annexation and City growth if allowed to continue.

2. Responding to the Challenge

In 2016, the City partnered with the County to County participate in a Tax Increment Reinvestment Zone (“TIRZ” or “Zone”) to be created over certain commercial and residential areas within the City. *Map Figure 2* depicts the TIRZ Boundary, and the respective areas of in-City included.

The road and drainage improvements listed, Old Fitzhugh Road, Mercer Street, Triangle, Creek Road, Stephenson Building, Downtown Road and Drainage Improvements, and Ramirez Lane, will benefit every resident of Dripping Springs. Additionally, improvements will also benefit development in the area west of downtown by providing an area for residents of future development to participate in City activities and allow movement around the City itself and out into the greater Travis County area. These improvements are feasible and practical and will benefit the area within the TIRZ boundary.

Map Figure 2: Proposed TIRZ boundary



The road and drainage improvements listed, especially those related to Old Fitzhugh Road, Mercer Street, and Creek Road will benefit every resident of Dripping Springs and its ETJ. Additionally, these road improvements will also benefit development in the area north of downtown by providing access to downtown and the greater Travis County area. These

improvements are feasible and practical and will benefit the area within in the TIRZ boundary.

The proposed TIRZ would afford the opportunity for the City to plan and prepare for the provision of public infrastructure to areas within its City Limits, including street and drainage improvements, Town Center improvements, Triangle/US 290/RR12 area, road and drainage improvements, Public Parking downtown, Creek Road Improvements, Stephenson Building Improvements, and other road and drainage improvements.

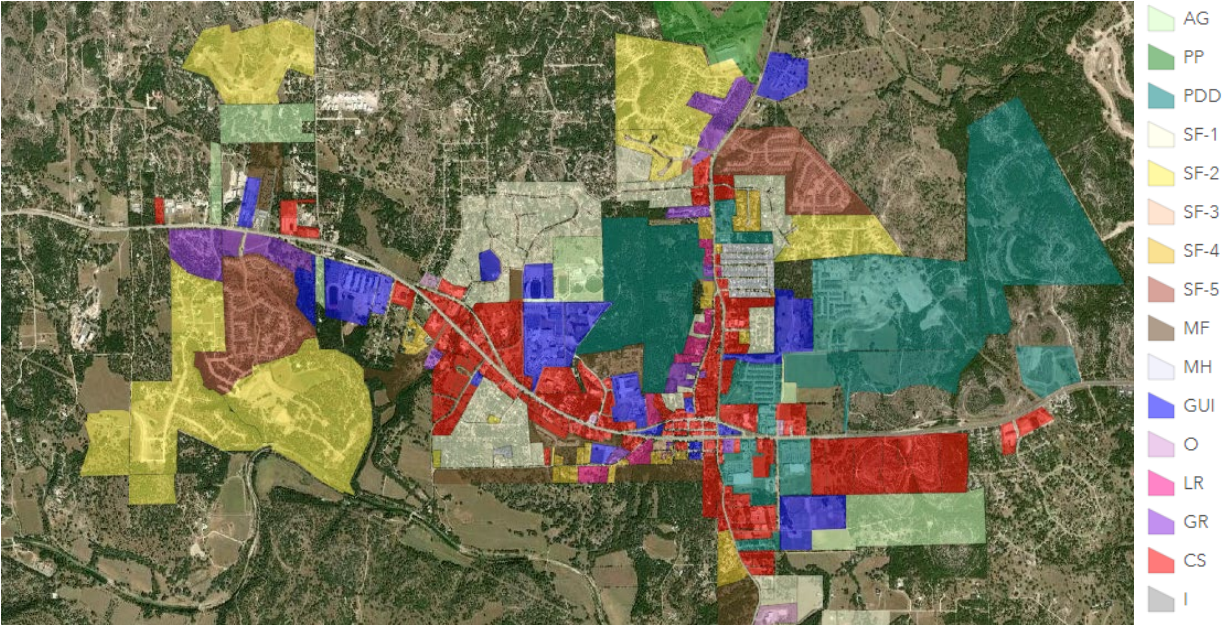
The TIRZ is one layer of funding to help leverage additional funding sources for city improvements. Creating a TIRZ with identified projects is an effective method to communicate to the public and the development community the city’s key areas for investment and targeted growth.

The City desires to maximize and preserve the taxable value of land and improvements in its City Limits. Residents understand that maintaining their property values depends in no small part on high quality development within the City Limits and ETJ.

The City is experiencing and will continue to experience rapid growth. The City may need to update its land development code as it relates to the Town Center area in order to foster the development types that support the City’s future goals. A detailed look at natural attributes, infrastructure, development trends, targeted development areas and the comprehensive plan should be evaluated to determine the new code requirements.

If this opportunity is missed, the City will be unable to provide the full array of city services and roads to promote development inside the City Limits. But for the creation of the TIRZ this area is not likely to attract and maintain private investment sufficient or timely enough to provide the proposed public improvements.

Map Figure 3: Proposed Uses



2. FINAL PROJECT PLAN

This Updated Project Plan and Reinvestment Zone Financing Plan (“The Updated Plan”) has been prepared in accordance with the requirements of Chapter 311.011 of the Texas Tax Code and outlines the improvements to be funded and implemented by the proposed Tax Increment Reinvestment Zone Number 2, Southwest TIRZ, Dripping Springs, Texas.

There are several key projects identified to help the city reach its real development potential Downtown and getting to Downtown through transportation projects. These projects involve the important aspects needed to create solid framework for a successful eighteen-hour downtown that is accessible to all residents.

Town Center:

The Town Center Concept is the foundation of the TIRZ creation. The town center is the catalyst project that would spur new development and increase the value of properties West of downtown who will often need to commute through central Dripping Springs to reach employment and recreational activities in Dripping Springs or in Austin. The timing of the town center is important to all of the parties involved in the project. Due to rapid population growth, the City and County are both looking for new facilities. The idea to co-locate the entities into a shared facility is a cost-effective way to design civic services. This project will include parking, city hall site acquisition and building a new civic building as a portion of the Town Center.

When creating a new town center in an existing historic environment, it’s important to understand and respect the character of the town. Most importantly, we must be sensitive to the area being studied to house the newly created district.

Stephenson Building Project

This project is for the preservation and renovation of the building at 101 Old Fitzhugh Road to serve as a community meeting, programs, and performance space, with some civic offices. The work includes hazardous materials abatement, cleaning the foundation, roof replacement, historic window restoration or replacement, gutter system replacement, restoration of the wood floor, ceiling restoration and installation of suspended acoustical ceiling in secondary spaces, TAS/ADA accessibility, mechanical, electrical, plumbing, thermal and moisture protection, carpentry, finishes, earthwork, grading, paving, and an addition for restrooms, storage, and a back stage area.

Downtown Bathrooms

The City has looked at downtown bathrooms to serve the downtown Mercer and Old Fitzhugh Districts. These bathrooms would be in the downtown area and may be attached or near the Stephenson Building. The bathrooms would include an accessible bathroom.

**Transportation Improvements:
Mercer Street and Old Fitzhugh Road:**

The newly constructed benches and sidewalks on Mercer Street are a great start to creating a downtown sense of place. The next series of downtown investments identified in the TIRZ Project Plan are the redesign and construction of Mercer Street and Old Fitzhugh Road to create the Town Center. These two streets are the most important streets within the historic downtown. The street designs for these streets are critical to the success of the downtown. They must be designed in partnership with the targeted development patterns along these streets. In order to achieve the ideal street and development type, the City must update its development regulations within this Zone.



Photo Credit: Around Dripping Springs

Ramirez Lane

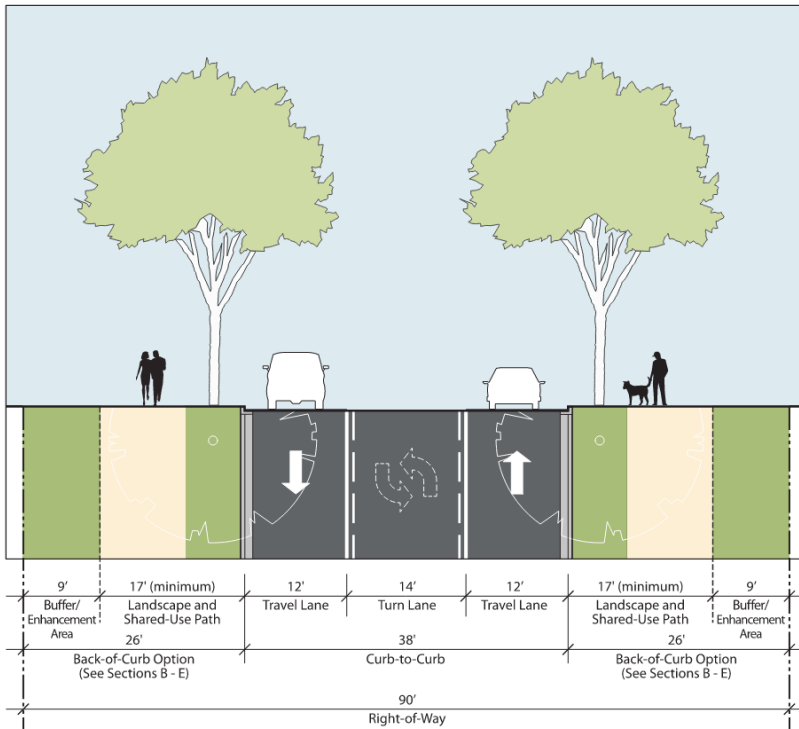
Upgrades to this road will assist developments west of downtown to be able to offer increased access to downtown and Austin.

Based on the existing street layout and the disconnected street pattern in new developments, connectivity is a serious challenge for the city. Providing new and alternative connections are addressed in the TIRZ Project Plan. The following projects will help connect neighborhoods:

- 1. Roger Hanks Parkway;
- 2. Garza Road ROW (North Street) connect Mercer to Heritage Subdivision;
- 3. Creek Road;
- 4. Wallace Street; and
- 5. Ramirez Lane.

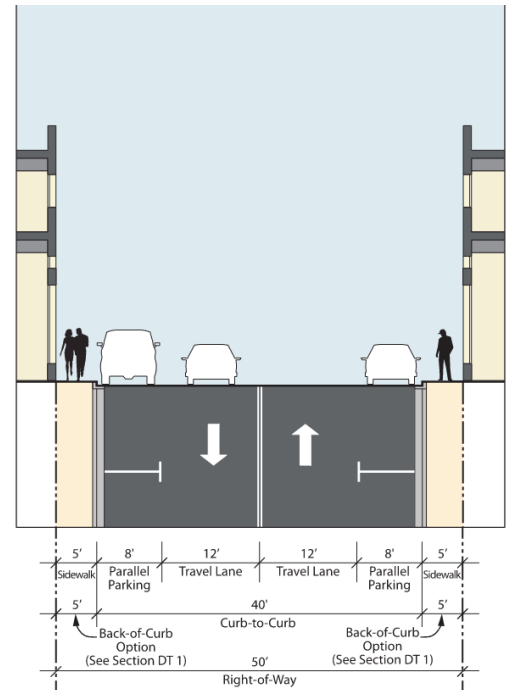
Wallace Street Improvements:

The City’s approved Transportation Master Plan (TMP) shows Wallace Street as a two-Lane Commercial Local Street (CLS2). This project proposes to improve Wallace Street to match the TMP for its entire length from Bluff Street to RR12, approximately 1,000 linear feet. It will remain a two-lane road but will establish much needed parallel parking, curb and gutter stormwater conveyance and pedestrian sidewalks on both sides of the street all within the existing 50-foot Right of Way.



2 Lane Minor Arterial Divided with Center Turn Lane
 City of Dripping Springs - Transportation Master Plan

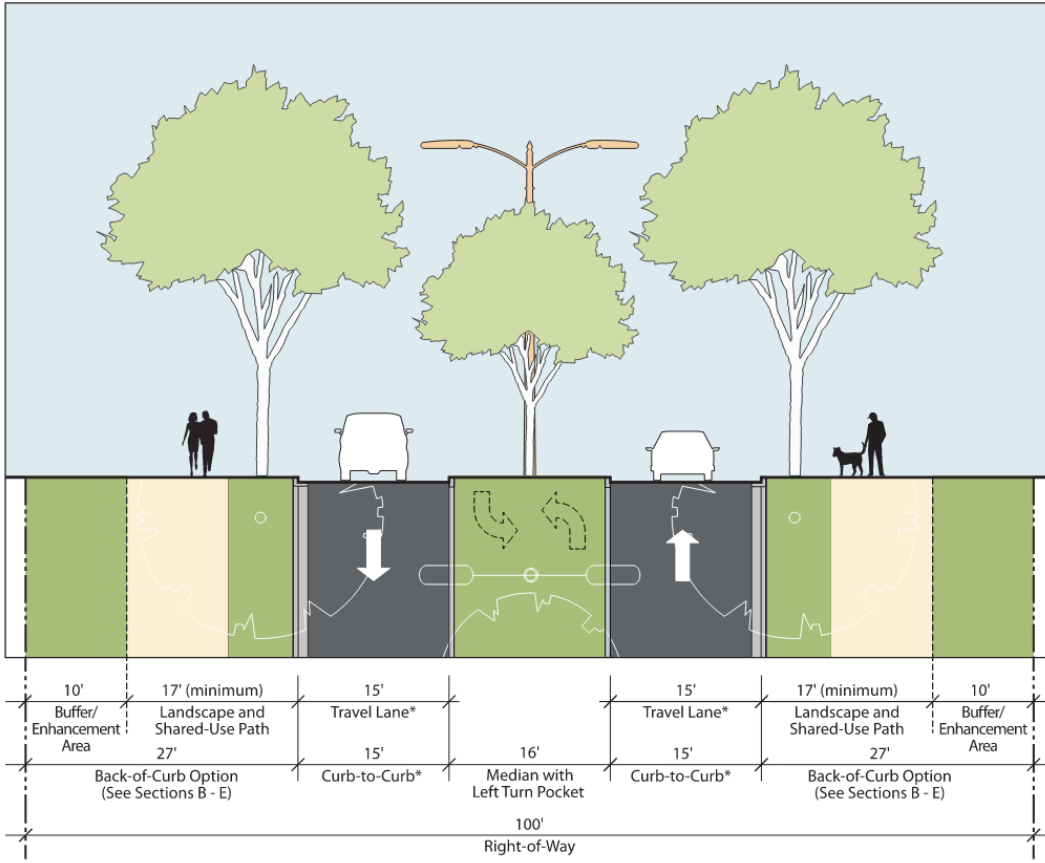
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2 Lane Downtown Commercial Street with Parallel Parking
 City of Dripping Springs - Transportation Master Plan

Creek Road Improvements:

The City’s approved Transportation Master Plan shows Creek Road as a two-Lane Major Divided Arterial (MAD2). This street section improves traffic flow and safety while establishing pedestrian access facilities and improving drainage for this approximately 1-mile corridor. It will remain a two-lane road but will be divided either by a median or center turn lane. This section also includes shared use paths and curb and guttered stormwater conveyance. Right of Way (ROW) of 90 to 100 feet will be required to provide these improvements. Much of the existing ROW is as narrow as 50 feet. The project will provide much needed improvements to a heavily utilized east/west connector that is forecasted to see increased development. Prior to finalization of the street section additional study will be done.

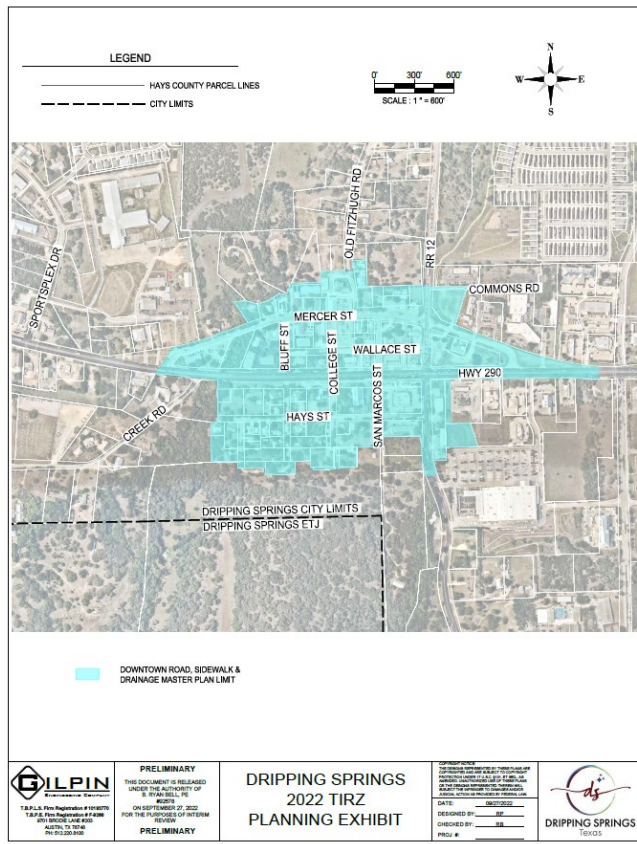


2 Lane Minor/Major Arterial Divided
City of Dripping Springs - Transportation Master Plan

NOTES
 - Curb-to-cu
 - For Back-of

Downtown Road, Sidewalk & Drainage Master Plan

This Downtown Road, Sidewalk and Drainage Master Plan will seek to develop a phased approach to source funding for the design and construction of improvements consistent with the City’s approved Transportation Master Plan. The plan will include core downtown streets Mercer, Wallace, Hays, Bluff, College, San Marcos and Old Fitzhugh. The plan will focus on improving downtown parking, pedestrian access and safety at the same time as improving the City’s downtown drainage conveyance facilities. Parking improvements will include options for angled parking or parallel parking along improved street sections. Pedestrian facilities will include combinations of 5-foot sidewalks and shared use paths as well as extension of the network of street lighting, benches and bike racks already implemented in Mercer Street and currently being planned for Old Fitzhugh Road. Storm conveyance will be improved to curb and gutter with underground pipes systems.



<p>GILPIN 18 P.L.S. Pro Preparation # 1018770 1801 Brock Lane #400 Austin, TX 78766 PH: 512.220.8382</p>	<p>PRELIMINARY THIS DOCUMENT IS RELEASED UNDER THE AUTHORITY OF B. REYNOLDS, P.E. DATE: 04/27/2022 FOR THE PURPOSES OF DESIGN REVIEW</p>	<p>DRIPPING SPRINGS 2022 TIRZ PLANNING EXHIBIT</p>	<p>DATE: 04/27/2022 DESIGNED BY: [signature] CHECKED BY: [signature] PROJ #:</p>
	<p>PRELIMINARY</p>	<p>DRIPPING SPRINGS TEXAS</p>	

Benefits to All Taxing Units

The TIRZ as proposed will allow the City, County, and Library to partner with each other for public improvements each may have planned for the area. The City believes that a TIRZ is the best mechanism by which to partner with the County and also with private sector developers to plan, fund, and construct the needed improvements over the long-range time horizon such an ambitious undertaking might require. The City and County will be able to fund a large building site for a building complex with city and county services.

Through the TIRZ, the City and County can both maximize the value of the ETJ to the benefit of their respective voters and citizens, as well as contribute to the community cohesion that comes with planned development. Developers seeking to partner with the TIRZ will be required to petition for annexation into the City if requested by the City. This performance driven structure will shift the cost and risk of construction to the private sector, with repayment coming out of new growth resulting from the infrastructure provided.

1. Changes to Municipal Ordinances Required 311.011(b)(2))

Some changes to the development code for the Town Center area could be needed to fully complete the projects. Other than these changes and the ordinance changes that will be required by the annexation and zoning of properties currently in the ETJ, there are no other contemplated changes to the City's Code of Ordinances or Comp Plan.

2. Non-Project Costs (311.011(b)(3))

Non-Project Costs will consist of unreimbursed costs of public rights-of way, utility upgrades, street relocation cost, technology investment, public open space improvements, and other private investment. The projects, which are expected to result from the TIRZ major infrastructure improvements, consist of private investment in various development projects which will include internal infrastructure such as roads, water, sewer, and drainage facilities, along with the private development. The total value of such projects can reasonably be projected to total more than forty-six million dollars (\$46,000,000) at TIRZ end.

3. REINVESTMENT ZONE FINANCING PLAN

The TIRZ is intended to provide a funding and/or reimbursement mechanism for major public infrastructure to provide roadways and public utilities to un-served properties within the Zone, along with various landscape, beautification and urban design components. The comprehensive and long-term nature of the project will promote stability, and sustainable commercial, residential, retail and light industrial opportunities in an area that is currently underutilized and undervalued. The TIRZ may fund all or a portion of the eligible projects.

3.1 Estimated Project Cost Description (311.011(c)(1))

The project costs below comply with the categories established in Section 311.002 of the Texas Tax Code. The dollar amounts are approximate estimates based on assumptions of how the land may develop and are expressed in year 2016 dollars. Project Costs may be adjusted to actual development plans, bid costs and/or for inflation. Projects will be undertaken and

paid for as funds are available from increment or other sources. The intent is to complete as many of the projects as can be funded from tax increment revenues notwithstanding whether the costs or tax increments exceed the estimates herein, and costs may be moved among line items.

Project Description	Project Cost Estimate ¹	Proportionate Cost
Capital Projects Roads and Drainage	\$25,200,000	\$9,162,500
Civic Facilities City Hall as portion of Town Center	\$3,000,000	\$750,000
Public Parking Downtown	\$ 200,000	\$50,000
Stephenson Building	\$2,200,000	\$1,100,000
Downtown Bathrooms	\$300,000	\$150,000
Total Estimated Project Costs	\$30,900,000	\$11,212,500

In addition to the projects described above, the following categories established in Section 311.2(1) of the Texas Tax Code as eligible project costs will be considered eligible project costs. The TIRZ will fund project costs at the discretion and approval of the Board of Directors of the TIRZ. And, when appropriate and practicable, the TIRZ will consider which categories are eligible for financing projects, such as:

- *Capital Projects* related to demolition, environmental abatement, and remediation including site work and fill, necessary to prepare sites and existing structures for new use.
- *Land Costs* associated with property formally conveyed to the public in conjunction with the implementation of projects otherwise eligible for reimbursement may also be eligible for reimbursement.
- *Matching Funds* may be contributed in support of local, state, federal or other capital improvements programs that benefit the project and the region.
- *Streetscape, Gateways, Parks, and Community Facilities* that enhance or serve the existing and future development. These may include, but are not limited to, lighting, sidewalks, landscaping and related street furniture, greenbelts and paths, trails, parks, outdoor pavilions, non-profit community and arts space, and recreational/sports facilities.
- *Professional Services* incurred for architectural, planning, engineering, legal,

¹ Projects that also benefit the area in TIRZ # 2 may also be funded by that TIRZ.

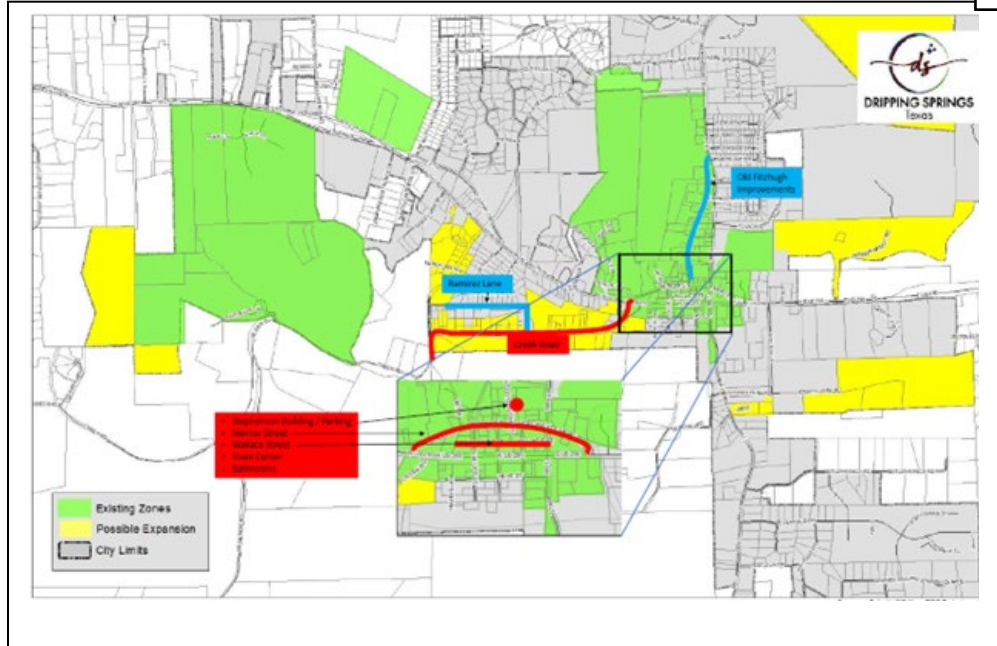
landscape architecture, financial, marketing, public relations, management, leasing, bookkeeping, tax role verification, environmental, archaeological, and other services and advice necessary to a project.

- *Financing Costs* related to developer's interest, city interest, and financing interest, legal fees, underwriter's fees, brokerage charges, transfer or placement charges, premium and fees paid for loans, credit enhancement fees, notes, bonds or other instruments of credit issued to pay for project costs.
- *Operational Expenses* as may be necessary to provide for the proper administration of the Zone, operation of Zone facilities and services provided therein, over the life of the TIRZ.

3.2 Kind, Number and Location of Proposed Public Improvements (311.011(c)(2))

Proposed public improvements include drainage, roadways, and various facilities. The majority of these improvements, including roadways, city hall as portion of Town Center, and parking, will be located in the City. Urban design components may also be within the City Limits. The map below indicates the probable location of the listed improvements; however, final alignments will be determined at the time of design. Public infrastructure improvements and civic facilities will be considered eligible projects anywhere within the Zone.

Map Figure 4-
Location of
Proposed
Projects in TIRZ
#1 and TIRZ #2



3.3 Economic Feasibility (311.011(c)(3))

Currently, the projected cost estimates for the projects benefitting the Southwest TIRZ No. 2 are \$11,212,500. This estimate does not include the administrative expenses of running the TIRZ but do include the expenses in creating the TIRZ. Using 50% of the incremental increase of the Tax Rate of \$.1778, \$.089, after thirty (30) years, the expected amount in the Tax Increment Fund will be conservatively estimated at \$7,524,715. Thus, the TIRZ with a 50% of the increment, currently at \$.089, the TIRZ will be able to fund a majority of the projected estimated costs. The County participating at a 50% incremental value will be conservatively estimated at \$13,225,384 See Attachment “A”.

3.4 Estimate of Bonded Indebtedness To Be Incurred (311.011(c)(4))

Bonds, notes or other obligations may be issued to yield net proceeds sufficient to pay all or a portion of the eligible project costs and related professional fees that are currently estimated at, but are not limited to, \$7,524,715. The City, at its sole discretion, may issue or cause to be issued bonds, notes, or other obligations secured by tax increment revenues, the proceeds of which could be used to pay for or reimburse Project Costs, including public improvements, capitalized interest, professional fees, developer interest and costs of issuance of the bonds.

3.5 Estimated Time When Monetary Obligations Are To Be Incurred (311.011(c)(S))

Since the build-out horizon for TIRZ improvements will be market driven, it is anticipated that the completion of the infrastructure will take a minimum of five years from the date of the Updated Plans, although some projects may be started within the first two years in anticipation of the increase in TIRZ Funds. Bond issuance will occur at appropriate times as determined by the City and the City’s Financial Advisor. Project Costs, administrative costs, and costs related to the creation and organization of the TIRZ may be paid from the issuance of bonds or directly from tax increment revenue.

3.6 Methods and Sources of Financing (311.011(c)(6))

The primary sources of revenue will be the ad valorem property taxes generated on the annual increment value above the base year value. The City has adopted an increment of 50% or \$.089 for a period of 30 years. This participation will create an estimated fund of \$7,524,715 in 30 years.

To ensure timely construction of public improvements, pay-as-you-go and other various methods of financing may be utilized. These include:

- *Tax Increment Bonds or Notes.* As allowed by annual incremental increases in Zone assessed value, tax-exempt tax increment bonds or notes may be issued to fund improvements.
- *Direct Reimbursements.* Projects that are closely related to particular private development projects or public infrastructure programs of public agencies, municipalities, and authorities may be financed through reimbursement agreements with a developer, public agency, municipality, or authority using a direct payment annually from the TIRZ increment fund.
- *Other private financing.* Some projects may be financed on a short-term basis through private financial institutions.
- *Grants/Other Public Funds.* To the extent permitted by law, efforts will be made to leverage TIRZ funds with other public funds and economic development tools.

3.7 Current Appraised Value of Taxable Real Property (311.011(c)(7))

Based upon the 2016 Hays County Appraisal District certified tax roll, the base year value of the proposed TIRZ will be \$14,625,030.

3.8 Estimated Captured Appraised Value By Year (311.011(c)(8))

The table on the following page shows the Captured Appraised Value and the resulting revenue from the City and County for the duration of the Zone.

3.9 Duration of Zone (311.011(c)(9))

The Zone is being proposed for a thirty (30) year period, with the final payment of increment being made on values and at rates for 2045, which revenue may be paid in 2046. Therefore, the Zone will terminate for purposes of collection on December 31, 2046.

Captured Appraised Value- City

			<i>Projected</i>	
			Incremental	TOTAL
TIRZ #2			Tax Base	<i>Projected</i>
Increment	Tax	TIRZ #2	Subject	Assessed
Year	Year	Base	to Capture	Valuation
Base	2016	\$14,625,030	\$ -	\$ 14,625,030
1	2017	14,625,030	5,186,104	19,811,134
2	2018	14,625,030	22,386,888	37,011,918
3	2019	14,625,030	57,712,633	72,337,663
4	2020	14,625,030	101,223,166	115,848,196
5	2021	14,625,030	146,451,035	161,076,065
6	2022	14,625,030	193,447,530	208,072,560
7	2023	14,625,030	242,265,304	256,890,334
8	2024	14,625,030	276,077,187	290,702,217
9	2025	14,625,030	303,599,466	318,224,496
10	2026	14,625,030	332,158,298	346,783,328
11	2027	14,625,030	352,301,389	366,926,419
12	2028	14,625,030	363,491,031	378,116,061
13	2029	14,625,030	363,491,031	378,116,061
14	2030	14,625,030	363,491,031	378,116,061
15	2031	14,625,030	363,491,031	378,116,061
16	2032	14,625,030	363,491,031	378,116,061
17	2033	14,625,030	363,491,031	378,116,061
18	2034	14,625,030	363,491,031	378,116,061
19	2035	14,625,030	363,491,031	378,116,061
20	2036	14,625,030	363,491,031	378,116,061
21	2037	14,625,030	363,491,031	378,116,061
22	2038	14,625,030	363,491,031	378,116,061
23	2039	14,625,030	363,491,031	378,116,061
24	2040	14,625,030	363,491,031	378,116,061
25	2041	14,625,030	363,491,031	378,116,061
26	2042	14,625,030	363,491,031	378,116,061
27	2043	14,625,030	363,491,031	378,116,061
28	2044	14,625,030	363,491,031	378,116,061
29	2045	14,625,030	363,491,031	378,116,061
30	2046	14,625,030	363,491,031	378,116,061

COST ESTIMATES FOR POTENTIAL TIRZ PROJECTS IN DOWNTOWN TIRZ

(Note: These estimates are not based on plans and specifications nor a detailed scope of work; they represent rough orders of magnitude; Potential Proportionate Cost based on current and future development is also projected)

1. Old Fitzhugh Road - Street and Drainage Improvements with improved streetscape including sidewalks and lighting

Estimated Cost = \$6,250,000 TIRZ No. 1 Estimated Share: \$4,687,500
TIRZ No. 2 Proportionate Share=\$1,562,500

2. Town Center Improvements - Street, drainage, street trees, way finding signage, street lighting and sidewalk improvements.

Estimated Cost = \$5,400,000 TIRZ No. 1 Estimated Share: \$4,050,000
TIRZ No. 2 Proportionate Cost: \$1,350,000

3. Triangle/US 290/RR12 area road and drainage improvements to enhance development

Estimated Cost = \$500,000 TIRZ No. 1 Proportionate Share=\$375,000
TIRZ No. 2 Estimated Share: \$125,000

4. City Hall site acquisition and building of portion of Town Center

Estimated Cost = \$3,000,000 TIRZ No. 1 Proportionate Share=\$2,250,000
TIRZ No. 2 Estimated Share: \$750,000

5. Public Parking in downtown area to enhance economic development

Estimated Cost = \$200,000 TIRZ No. 1 Proportionate Share=\$150,000
TIRZ No. 2 Estimated Share: \$50,000

6. Ramirez Lane Street and Drainage Improvements to enhance property values

TIRZ No. 2 Estimated Share: \$350,000

7. Creek Road Project

Estimated Cost = \$10,000,000 TIRZ No. 1 Proportionate Share=\$5,000,000
TIRZ No. 2 Estimated Share: \$5,000,000

8. Wallace Street Project

Estimated Cost: \$2,500,000 TIRZ No. 1 Proportionate Share=\$1,875,000

TIRZ No. 2 Estimated Share: \$625,000

9. Stephenson Building Project

Estimated Cost: \$2,200,000 TIRZ No. 1 Proportionate Share: \$1,100,000

TIRZ No. 2 Estimated Share: \$1,100,000

10. Downtown Road, Sidewalk & Drainage Master Plan

Estimated Cost: \$200,000 TIRZ No. 1 Proportionate Share=\$100,000

TIRZ No. 2 Estimated Share: \$100,000

11. Downtown Bathrooms

Estimated Cost: \$300,000 TIRZ No. 1 Proportionate Share=\$150,000

TIRZ No. 1 Estimated Share: \$150,000

Total Estimated: \$ 30,900,000

Total Estimated Proportionate Cost: \$11,212,500

ATTACHMENT "A" ECONOMIC FEASIBILITY

TIRZ 2 Economic Feasibility - City

TIRZ #2 Increment	Year	Tax Year	TIRZ #2 Base	Projected Incremental Tax Base Subject to Capture			Tax Collection Delinquencies at 2%	Total Net Tax Collections	Tax Collections on Incremental Value	City TIRZ #2 Participation at \$0.0889 Tax Rate		Projected Net TIRZ #2 Revenue	TIRZ #2 Revenue Discounted at 5%	City Retained Taxes (General Fund)									
				TIRZ #2 Base	Assessed Valuation	Total Projected				TIRZ Admin Expense	TIRZ Revenue												
6	2022	\$	5,836,710	\$	120,284,140	\$	126,120,850	\$	4,485	\$	219,758	\$	209,588	\$	104,794	\$	27,602	\$	77,192	\$	77,192	\$	104,794
7	2023	\$	5,836,710	\$	162,140,390	\$	167,977,100	\$	5,973	\$	292,690	\$	282,520	\$	141,260	\$	28,154	\$	113,106	\$	107,720	\$	141,260
8	2024	\$	5,836,710	\$	206,394,506	\$	212,231,216	\$	7,547	\$	369,800	\$	359,630	\$	179,815	\$	28,717	\$	151,098	\$	137,050	\$	179,815
9	2025	\$	5,836,710	\$	247,304,771	\$	253,141,481	\$	9,002	\$	441,084	\$	430,914	\$	215,457	\$	29,291	\$	186,165	\$	160,817	\$	215,457
10	2026	\$	5,836,710	\$	273,954,639	\$	279,791,349	\$	9,949	\$	487,520	\$	477,350	\$	238,675	\$	29,877	\$	208,797	\$	171,778	\$	238,675
11	2027	\$	5,836,710	\$	282,348,379	\$	288,185,089	\$	10,248	\$	502,145	\$	491,975	\$	245,988	\$	30,475	\$	215,513	\$	168,860	\$	245,988
12	2028	\$	5,836,710	\$	290,993,932	\$	296,830,642	\$	10,555	\$	517,210	\$	507,039	\$	253,520	\$	31,084	\$	222,435	\$	165,985	\$	253,520
13	2029	\$	5,836,710	\$	299,898,851	\$	305,735,561	\$	10,872	\$	532,726	\$	522,556	\$	261,278	\$	31,706	\$	229,572	\$	163,152	\$	261,278
14	2030	\$	5,836,710	\$	309,070,918	\$	314,907,628	\$	11,198	\$	548,708	\$	538,538	\$	269,269	\$	32,340	\$	236,929	\$	160,363	\$	269,269
15	2031	\$	5,836,710	\$	318,518,147	\$	324,354,857	\$	11,534	\$	565,169	\$	554,999	\$	277,499	\$	32,987	\$	244,512	\$	157,615	\$	277,499
16	2032	\$	5,836,710	\$	328,248,792	\$	334,085,502	\$	11,880	\$	582,124	\$	571,954	\$	285,977	\$	33,647	\$	252,330	\$	154,909	\$	285,977
17	2033	\$	5,836,710	\$	338,271,358	\$	344,108,068	\$	12,236	\$	599,588	\$	589,418	\$	294,709	\$	34,320	\$	260,389	\$	152,244	\$	294,709
18	2034	\$	5,836,710	\$	348,594,600	\$	354,431,310	\$	12,604	\$	617,575	\$	607,405	\$	303,703	\$	35,006	\$	268,697	\$	149,620	\$	303,703
19	2035	\$	5,836,710	\$	359,227,539	\$	365,064,249	\$	12,982	\$	636,103	\$	625,932	\$	312,966	\$	35,706	\$	277,260	\$	147,037	\$	312,966
20	2036	\$	5,836,710	\$	370,179,466	\$	376,016,176	\$	13,371	\$	655,186	\$	645,016	\$	322,508	\$	36,420	\$	286,088	\$	144,494	\$	322,508
21	2037	\$	5,836,710	\$	381,459,952	\$	387,296,662	\$	13,772	\$	674,841	\$	664,671	\$	332,336	\$	37,149	\$	295,187	\$	141,990	\$	332,336
22	2038	\$	5,836,710	\$	393,078,851	\$	398,915,561	\$	14,185	\$	695,086	\$	684,916	\$	342,458	\$	37,892	\$	304,567	\$	139,525	\$	342,458
23	2039	\$	5,836,710	\$	405,046,318	\$	410,883,028	\$	14,611	\$	715,939	\$	705,769	\$	352,884	\$	38,649	\$	314,235	\$	137,100	\$	352,884
24	2040	\$	5,836,710	\$	417,372,809	\$	423,209,519	\$	15,049	\$	737,417	\$	727,247	\$	363,624	\$	39,422	\$	324,201	\$	134,712	\$	363,624
25	2041	\$	5,836,710	\$	430,069,095	\$	435,905,805	\$	15,501	\$	759,540	\$	749,370	\$	374,685	\$	40,211	\$	334,474	\$	132,363	\$	374,685
26	2042	\$	5,836,710	\$	443,146,269	\$	448,982,979	\$	15,966	\$	782,326	\$	772,156	\$	386,078	\$	41,015	\$	345,063	\$	130,051	\$	386,078
27	2043	\$	5,836,710	\$	456,615,758	\$	462,452,468	\$	16,445	\$	805,796	\$	795,626	\$	397,813	\$	41,835	\$	355,977	\$	127,775	\$	397,813
28	2044	\$	5,836,710	\$	470,489,332	\$	476,326,042	\$	16,938	\$	829,970	\$	819,799	\$	409,900	\$	42,672	\$	367,228	\$	125,537	\$	409,900
29	2045	\$	5,836,710	\$	484,779,114	\$	490,615,824	\$	17,446	\$	854,869	\$	844,699	\$	422,349	\$	43,526	\$	378,824	\$	123,334	\$	422,349
30	2046	\$	5,836,710	\$	499,497,588	\$	505,334,298	\$	17,970	\$	880,515	\$	870,345	\$	435,172	\$	44,396	\$	390,776	\$	121,167	\$	435,172
							\$ 312,320				\$ 15,303,682		\$ 15,049,429		\$ 7,524,715		\$ 884,100		\$ 6,640,614		\$ 3,532,389		\$ 7,524,715

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2022-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, AMENDING THE FINAL PROJEC TPLAN FOR TIRZ NUMBER TWO, SOUTHWEST TIRZ, CITY OF DRIPPING SPRINGS, TEXAS; PROVIDING THAT THE ORDINANCE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dripping Springs, Texas (the “City”), pursuant to the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code (hereinafter referred to as the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to amend and update the Final Project Plan for Tax Reinvestment Zone Number 2, Southwest TIRZ.

NOW THEREFORE, BE IT ORDAINED by the City 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.

SECTION 2. ENACTMENT

Title 1, Article 1.05, Section 1.05.012 of the City of Dripping Springs Code of Ordinances is hereby amended to include the updated Final Project Plan as attached as **Exhibit “A”**, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

SECTION 3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

SECTION 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.

SECTION 5. CODIFICATION

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

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the _____ day of _____, 2022, by a vote of __ (ayes) to __ (nays) to __ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____

Mayor Bill Foulds, Jr.

ATTEST:

Andrea Cunningham, City Secretary

EXHIBIT "A"

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2022-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS AN EXPANSION OF A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER ONE, TOWN CENTER TIRZ, CITY OF DRIPPING SPRINGS, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Dripping Springs, Texas (the “City”), pursuant to the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code (hereinafter referred to as the “Act”), designated a geographic area within the City as a tax increment reinvestment zone when it determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of an expanded geographic area in the City, which is depicted in Exhibit “B” of this Ordinance, through the expansion of an existing reinvestment zone (hereinafter referred to as the “Zone No. 1”) as authorized by and in accordance with the Act; and

WHEREAS, pursuant to and as required by the Act, the City has prepared an Updated Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number One, City of Dripping Springs, Texas dated _____, attached as Exhibit “C” (hereinafter referred to as the “Updated Project and Finance Plan”) for the Zone; and

WHEREAS, the Zone No. 1 meets the criteria for the expansion of a reinvestment zone because it is located in the city limits and extraterritorial jurisdiction of the City and meets the criteria in Section 311.005 of the Act; and

WHEREAS, the Zone No. 1 will be able to fund a significant portion of the proposed projects as listed in the attached Updated Project and Financing Plan; and

WHEREAS, the Zone No. 1 meets the other requirements of the Tax Increment Financing Act including: (a) 30 percent or less of the property in the Zone No. 1, excluding property dedicated to public use, is currently used for residential purposes; (b) the total appraised value of all taxable real property in the Zone No. 1 according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 50 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

WHEREAS, the improvements in the Zone No. 1 will significantly enhance the value of all taxable real property in the Zone; and

WHEREAS, notice of the public hearing on the creation of the Zone was published in the official newspaper of the City on October 7, 2022, which was not later than the seventh day before the date of the public hearing, which was held on October 18, 2022; and

WHEREAS, at the public hearing interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; and the public hearing was held in full compliance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on October 18, 2022; and

WHEREAS, the City has taken all actions required to expand the Zone including, but not limited to, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone.

NOW THEREFORE, BE IT ORDAINED by the City 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.

SECTION 2. ENACTMENT

Title 1, Article 1.04 and Title 1, Article 2.04 of the City of Dripping Springs Code of Ordinances is hereby amended to include the updated and expanded map attached as *Exhibit A* and updated project plan as *Exhibit B*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

SECTION 3. REPEALER

All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

SECTION 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.

SECTION 5. CODIFICATION

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

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 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 18th day of October, 2022, by a vote of ____ (ayes) to ____ (nays) to 1 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____

Mayor Bill Foulds, Jr.

ATTEST:

Andrea Cunningham, City Secretary

EXHIBIT "A"



**City of Dripping Springs and County of Hays Amended Agreement Regarding
the Dripping Springs Tax Increment Reinvestment Zone Number One and Tax
Increment Reinvestment Zone Number Two**

THIS AMENDED INTERLOCAL AGREEMENT regarding the Dripping Springs Tax Increment Reinvestment Zone Number One and Tax Increment Reinvestment Zone Number Two (this “Agreement”) is made and entered into by and between the City of Dripping Springs, Texas, a general law municipality (the “City”), and Hays County, Texas (the “County”) under the authority of Texas Government Code Chapter 791 and Chapter 311 of the Texas Tax Code for the participation of the City and the County in **Tax Increment Reinvestment Zone Number One, Town Center TIRZ and Tax Increment Reinvestment Zone Number Two, Southwest TIRZ**, City of Dripping Springs, Texas, (“TIRZs”), TIRZs created by the City pursuant to Chapter 311 of the Texas Tax Code.

RECITALS:

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the “Act”), the City Council of the City, pursuant to Ordinance No. ~~1110.152022-~~ (the “Zone No. 1 Updated Ordinance”) and Ordinance No. ~~1110.162022-~~ (the “Zone No. 2 Updated Ordinance”) adopted on ~~November 29, 2016~~October 18, 2022, expanded and updated created, established, and designated Reinvestment Zone Number One, Town Center TIRZ, and Reinvestment Zone Number Two, Southwest TIRZ, City of Dripping Springs, Texas (the “TIRZs”) under the Act, attached as Exhibit “A”; and

WHEREAS, in the Ordinance, the City found that the ~~designation expansion~~ of the TIRZs would encourage the development of property in and around the TIRZs; and

WHEREAS, in the Ordinance, the City contributed fifty percent (50%) of its Tax Revenue for each TIRZ; and

WHEREAS, in consideration of the County’s contribution of a fifty percent (50%) portion of its Tax Revenue for the TIRZ, the County shall have the authority to appoint two members to the TIRZ boards; and

WHEREAS, the TIRZ project plans ~~includes~~ transportation and other projects that benefit the County and its residents; and

WHEREAS, both the City and the County will benefit from the development and improvements paid with the Tax Increment Funds in accordance with the documents creating the TIRZs; and

WHEREAS, pursuant to Chapter 791 of the Texas Government Code, the City and the County are entering into this Agreement to set forth the conditions governing the contribution of the Tax Increment by the City and current, annually-appropriated funds by the County to the TIRZs, and the City finds that this Agreement is necessary for the implementation of the Project Plans for the TIRZs.

NOW THEREFORE, the City and the County, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

Section 1. Incorporation of Recitals. The Parties hereby agree that the recitals set forth above form the basis upon which they have entered into this Agreement.

Section 2. Definitions.

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

- A. **Act** means the Tax Increment Financing Act, as amended and as codified as Chapter 311 of the Texas Tax Code.
- B. **Captured Appraised Value** in a given year means the total appraised value, less any applicable exemptions, of all TIRZ real property taxable by the City or the County for that Tax Year less the Tax Increment Base defined in Section (G) below.
- C. **Project Plan** means the updated project plans for the TIRZs attached to this Agreement as Exhibit “B” as adopted by the TIRZ Boards and the City of Dripping Springs, along with amendments to this plan that are adopted by the Board of Directors of TIRZ Number One, Town Center TIRZ, and TIRZ Number Two, Southwest TIRZ, and approved by the City Council of the City of Dripping Springs from time to time. The Updated Project Plans includes maps of all property in the TIRZs, including all non-taxable property.
- D. **Tax Increment** means the amount of property taxes levied and collected by the City or County for that year on the captured appraised value of real property taxable by the City or County and located in TIRZ Number One, Town Center TIRZ and TIRZ Number Two, Southwest TIRZ.
- E. **City Tax Increment** will be that amount paid by the City into the Tax Increment Funds.

- F. County Payment** will be that amount of current, annually-appropriated funds paid by the County into the Tax Increment Funds.
- G. Tax Increment Base** means the total appraised value as of January 1, 2016, of all real property taxable by the City or the County, as applicable, and located in the TIRZ for the original properties and the total appraised values as of January 1, 2022 of the newly added properties to TIRZ No. 1. The Parties agree that the Tax Increment Base for this Agreement for the City and the County is ~~\$37,340,446~~ for the TIRZ No. 1 and ~~\$14,625,030~~ for the TIRZ No. 2.
- H. Tax Increment Fund (TIF)** means that funds created by the City pursuant to Section 311.014 of the Act and the Ordinance, which will be maintained by the City, and into which all revenues of the TIRZs will be deposited, including deposits of Tax Increment by the City and by such other taxing units with jurisdiction over real property in the TIRZs that may enter into agreements for such contributions, including the County's Payment.
- I. TIRZ Boards** mean the governing board of directors of the TIRZs appointed in accordance with Section 311.009 of the Act, the Ordinance, and this Agreement.
- J. TIRZs** means the Tax Increment Reinvestment Zone Number One, Town Center TIRZ, approved by City of Dripping Springs Ordinance No. 1110.15 and Tax Increment Reinvestment Zone Number Two, Southwest TIRZ and updated in Ordinance Nos. 2022-_____ and 2022-_____.
- K.** Terms other than those defined above shall: (1) have their meanings as given in Chapter 311, Texas Tax Code; or (2) if not so defined, their usual and ordinary meanings.
- L.** References to state statutes shall include amendments to those statutes that are duly enacted from time to time.

Section 3. Obligations of the County

- A. County Payment.** The County agrees to pay current, annually-appropriated funds to the City for deposit into the Tax Increment funds created by the City for TIRZs (the "Tax Increment Funds") fifty (50%) of the tax increment attributed to the captured appraised value of the County in the TIRZs. The County's obligation to make these payments will accrue only after taxes on the captured appraised value are collected by the County. Payments shall be due on May 1 of each year during the term of the Agreement. No interest or penalty will be charged to the County for any payments made by the County based on collections that occur after this due date. The County may offset against future payments to the Tax Increment any portion of payments to the

City under this Agreement that the County subsequently refunds to taxpayers pursuant to the provision of the Texas Tax Code.

B. Limitations on Payments. The County is not obligated to make payments under this Agreement: (1) unless and until taxes on the captured appraised value are actually collected by the County; or (2) in any amount greater than taxes actually collected on the County's captured appraised value. Likewise, if funds are not appropriated by the Hays County Commissioners Court during any annual budgetary cycle, then the County's obligations to make a County Payment under this Agreement shall be waived for that Fiscal Year. Any funds already contributed to the Tax Increment Funds under this Agreement shall remain available for TIRZ expenditures, subject to the other terms and limitations of this Agreement.

B.C. Boundary and Projects. The boundaries and projects of the TIRZs are and shall be those described in Dripping Springs Ordinances Nos. ~~1110.15 and 1110.16~~ 2022- and 2022-, as adopted upon recommendation of the Board of Directors of the TIRZs (the "Board") and approved by the City Council of the City and in accordance with the *Tax Increment Reinvestment Zone Number One, Town Center TIRZ, City of Dripping Springs, Texas, Final Project and Financing Plan* and *Tax Increment Reinvestment Zone Number Two, Southwest TIRZ (fka Arrowhead TIRZ), City of Dripping Springs, Texas, Final Project and Financing Plan*, as adopted by both the TIRZ Board and City Council ("Project Plans") and attached as Exhibit "B". The County's obligation to make payments under this Agreement is limited to annual appropriation of funding by the Hays County Commissioners Court and the County's appraised value on property in the TIRZs as described in the Agreement. The County is not obligated to make payments based on the addition of property or projects to the TIRZs. County funds will only be used for those projects adopted by the TIRZ Board and the City Council as attached to this Agreement unless a written amendment changes those projects or boundaries and is approved by both the County and the City. Any member of the Hays County Commissioners Court may review and provide comments to the TIRZ Board or the City Council on any proposed expansion of the TIRZ or amendment to the Project Plan prior to its approval by the City Council. No project expenditures of County monies provided under this Agreement shall be authorized without an affirmative vote of the Board, with the County representatives present for the vote and with the County representatives unanimously agreeing with a proposed expenditure. In the event that the County representatives do not unanimously agree with a proposed expenditure, County monies provided under this Agreement may not be utilized for that expenditure unless and until a subsequent vote of the Hays County Commissioners Court approves of that expenditure.

C.D. Development in the Zone. Property within the boundaries of the TIRZs shall be developed as closely as possible in conformity with the Updated Final Plans. As stated above, County funds will only be used for projects that have been approved by the County members of the TIRZ Board or by the County Commissioners Court.

D.E. County Appointment to the Board of Directors of TIRZ Number One, Town Center TIRZ.

The TIRZ Board consists of seven (7) voting members. The Commissioners Court of the County shall each have the unequivocal right to appoint two (2) qualified voting members during the period that the TIF created under this Agreement contains funds. The City Council shall have the right to appoint five (5) qualified voting members during the length of the TIRZ as established by Ordinance 1110.15 and updated in Ordinance No. 2022-_____. Members of the TIRZ Board shall meet the qualifications set forth in Section 311.009 of the Texas Tax Code. Failure of the Commissioners Court to appoint a person to the TIRZ Board shall not be deemed a waiver of the County's right to make an appointment at a later date. The Commissioners Court will make best faith efforts to appoint a qualified person to serve on the Board of Directors, and to fill vacancies in the positions as needed.

E.F. Additional Benefit to County. Amendments to the Agreement or additional Agreements are anticipated should the County Commissioners Court make specific findings that certain TIRZ projects provide a special benefit to the County that is greater than that provided to the City. These amendments or agreements may either use other funding mechanisms to assist in funding TIRZ projects. Any amendment or agreement shall be in writing and agreed to by the County and the City.

Section 4. Obligations of the City.

- A. Project Plan.** The Final Project Plan for TIRZ Number One has been adopted by both the City and the TIRZ Board and includes transportation and other projects that will benefit the County and its residents. The use of the County's Payments under this Agreement will fund only a portion of the Project Costs.
- B. Use of County Payments.** The City agrees to use payments made by the County under this Agreement solely to fund Project Costs as defined in Chapter 311 of the Texas Tax Code and as allowed by the Hays County Reinvestment Zone Policy.
- C. Notice to County of Amendments to Project Plan.** The City agrees to provide the County with written notice of any proposed amendments to the Project Plans s at least fourteen (14) days prior to their submission to the City Council for approval. The City agrees to work with the TIRZ Board to implement the Project Plans s.
- D. Disposition of Tax Increments.** Upon termination of the TIRZs, and after all obligations of the TIRZs have been paid, the City agrees to pay to the County, within sixty (60) days of the termination, all monies remaining in the Tax Increment Funds that represent the County's pro rata amount of participation authorized under this Agreement.
- E. Annual Reports / Right to Audit.** The City agrees to provide to the County an annual report regarding the TIRZs as required under Texas Tax Code Section 311.016. Additionally, the

County shall have the right to audit the books and records of the TIRZs upon providing at least 10 days' written notice to the City. Such an audit shall occur between 9 a.m. and 5 p.m. on business days.

Section 5. Term and Termination.

The term of this Agreement, unless extended by mutual agreement of the County and the City, shall commence upon execution by the last party and shall last for: twenty (20) years; or (2) the date all Project Costs have been paid or reimbursed unless earlier terminated by the parties hereto. Nothing in this Agreement limits the authority of the County or City to extend the term of this Agreement. Upon termination of this Agreement, the obligation of the County to make payments to the City shall end; however, the County's TIRZ Board appointment powers and any refund obligations of the City shall survive the termination.

The City may terminate the TIRZ pursuant to the provisions of Section 311.017 of the Texas Tax Code

Section 5. Miscellaneous.

- A. Administration.** This Agreement and the Tax Increment Funds shall be administered by the City Administrator or their designees or consultants. The City shall maintain a separate account for the Tax Increment Funds at a depository selected by the City, which Tax Increment Fund shall be secured in the manner prescribed by law for funds of Texas cities. The City shall not charge an administration fee for oversight of the Tax Increment Fund. The Tax Increment Fund shall be an account into which the City shall deposit the County Payment, the City Increment (as defined in the TIRZ Ordinance and Project Plan), and all accrued interest earned on the fund. The County shall participate in the oversight of the Tax Increment Fund through its representation on the Board of Directors on which they will appoint two (2) out of seven (7) members. Pursuant to the Hays County Reinvestment Zone Policy adopted on February 7, 2017, no more than ten percent of the County Increment will be used for the payment of administrative, legal, consulting, or other professional expenses, except engineering and architectural fees directly related to the specific projects in which the County will participate.
- B. Notice.** Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the consent, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the party intended to receive it at the addresses shown below (or to such other addresses as the parties may request, in writing, from time to time).

If intended for the City, to:

Michelle Fischer
 City Administrator
 City of Dripping Springs

511 Mercer St
Dripping Springs, TX 75020

If intended for the County, to:

Hays County Judge
Hays County Courthouse
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

- C. Non-Assignability:** Neither the City, the County, nor the TIRZs shall assign any interest in this Agreement without the prior written consent of the other parties.
- D. Non Discrimination:** No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any of the operations or funding of the TIRZs on the grounds of race, color, national origin, age, sex, religion, or other protected status.
- E. Binding on the Parties and Non-Waiver:** This Agreement shall not be considered fully executed or binding on the City and/or the County until this Agreement has been approved and accepted by the City Council and the Hays County Commissioner's Court at a properly called and noticed meeting of each respective body. After such approval and acceptance, the City and the County shall deliver to each other a certified copy of a Resolution as evidence of the authority to execute and bind the City and the County to the covenants, terms and provisions of this Agreement. 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.
- F. Third Parties:** The provisions and conditions of this Agreement are solely for the benefit for the City and the County, and are not intended to create any rights, contractual or otherwise, to any other person or entity. The relationship of the City and the County under this Agreement shall not be construed or interpreted to be a joint enterprise or joint venture. The Parties agree that each Party is an independent contractor.
- G. Controlling Law:** Venue and Jurisdiction shall be exclusively in Hays County, Texas and under the laws of the State of Texas.
- H. Entirety of Agreement:** This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and the County as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.
- i. Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performance by the Parties in

accordance with the terms of this Agreement.

ii. Exhibit "A" Ordinance No. ~~1110.152022-~~ and Ordinance No. ~~1110.162022-~~
Exhibit "B" TIRZ Updated Project and Financing Plans

iii. Amendments. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council and the Commissioners Court in open meetings held in accordance with Chapter 551 of the Texas Government Code.

EXECUTED this _ day of _____, ~~2017~~2022, by the City signing by and through the Mayor as its duly authorized official; and

EXECUTED this _ day of _____, ~~2022~~17, by the County signing by and through the Hays County Judge as its duly authorized official.

CITY OF DRIPPINGSPRINGS

COUNTY

~~Todd Pureell~~Bill Foulds, Jr., Mayor
County Judge

Judge ~~Bert Cobb, M.D.~~Ruben Becerra,

Date

Date

ATTEST:

City Secretary

County Clerk

Date

Date

EXHIBIT A
[insert ordinances]

EXHIBIT B
[insert final updated project plans]



DRIPPING SPRINGS
Texas

September 23, 2022

Address

To Whom it May Concern:

The City of Dripping Springs is considering expanding its Tax Increment Reinvestment Zones by adding additional properties and additional projects within in the TIRZ that can be funded by the TIRZ. You are receiving this notification because the City and TIRZ Board are considering adding property that you own into the TIRZ. The inclusion of property does not change the taxable rate or add any additional tax, but would allow for your property to be given special consideration when deciding what TIRZ projects to fund.

The Tax Increment Reinvestment Zones allow for a portion of City and County property taxes to be set aside for projects that benefit the properties in the Zones. The current projects include upgrades to Old Fitzhugh Road, Downtown Parking, a Town Center, and other transportation and drainage improvements. New projects being considered for TIRZ funds include improvements to Creek Road, Wallace Street, and additional downtown improvements. For more information about the current TIRZ zones and projects please go to this link or use this QR code:



<https://www.cityofdrippingsprings.com/tax-increment-reinvestment-zone-tirz>

The potential addition of property and projects to the Tax Increment Reinvestment Zones will be considered at the Tax Increment Reinvestment Zone Board Meeting at **4 p.m. on October 17, 2022 at City of Dripping Springs City Hall** and at **6 p.m. on October 18, 2022 at City of Dripping Springs City Hall.** City Hall is at 511 Mercer Street, Dripping Springs, Texas 78620. These meetings will include an opportunity for any person to speak for, on, or against the addition of property or projects to the TIRZ.

Enclosed please find a form that you can use to agree to include your property in the TIRZ. Please contact the City if you have questions or wish to protest the inclusion of your property in the TIRZ. You can reach us at 512-858-4725 or by emailing planning@cityofdrippingsprings.com.

Open spaces, friendly faces.



TIRZ FREQUENTLY ASKED QUESTIONS

What is a TIRZ?

A TIRZ is a Tax Increment Reinvestment Zone. The Zone is an area drawn around certain properties that would benefit from projects that provide necessary and enhanced infrastructure for the City. A portion of the property taxes from within the Zone are set aside to fund the projects included in the TIRZ Project Plan. The City of Dripping Springs' TIRZs are funded by both the City and the County. The TIRZ Board makes recommendations to City Council on TIRZ projects, properties, and expenditures. The City Council makes the final decision on all recommendations. Hays County has two representatives on the TIRZ Board because it provides funds to the TIRZs.

How is the funding of the TIRZ calculated?

The funding comes from the City and County property taxes from the properties within the TIRZ. The property taxes in a TIRZ are separated into those that go into the general fund and those placed in the TIRZ funds. The general fund taxes are those based on the value the property had prior to being placed in the TIRZ, as well as any percentage on the increase in value of the property that is not part of the TIRZ percentage. The TIRZ taxes are those property taxes based on the increase in value of the property since being placed in the TIRZ. Dripping Springs' TIRZs include 50% of the City and County property taxes collected on the increase in value of the properties.

What types of Projects can the TIRZ fund?

The TIRZ primarily funds infrastructure upgrades including road improvements, sidewalks, parks, parking lots, and utility infrastructure. Dripping Springs' current TIRZs focus on roadway improvements and downtown improvements. Currently the TIRZ is funding improvements to Old Fitzhugh Road including upgrading the road, adding sidewalks, and improving landscaping. The project is in the design phase.

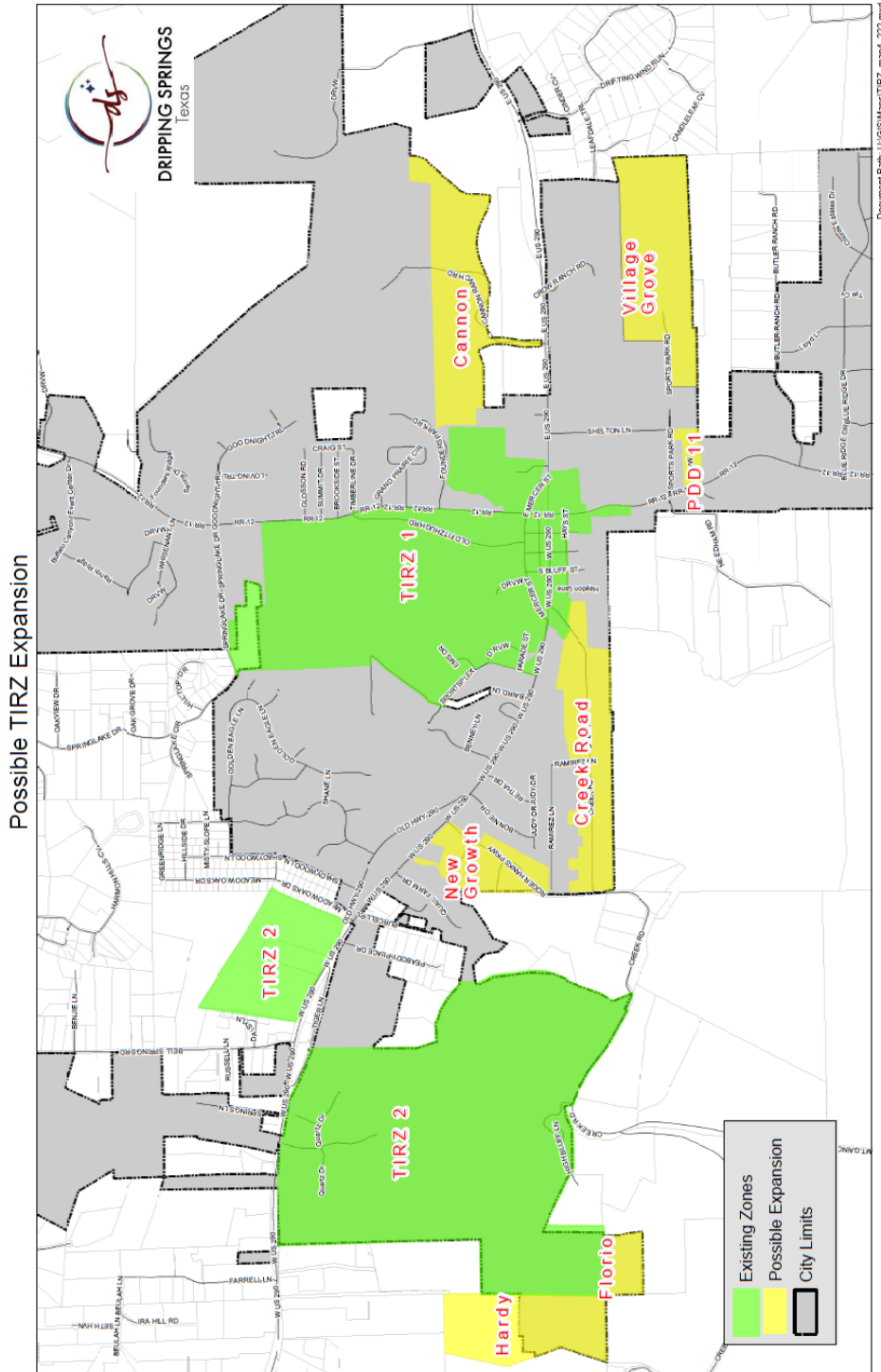
What are the benefits of a TIRZ?

- Provides for dedicated funds to be used to invest in an area providing the funds for projects that benefit the area.
- Maintains the same level of property taxes going to the general fund to pay for existing services.
- Is an Economic Development tool that does not increase the taxes for any property or decrease the taxes or monies owed by new development.
- Commits dedicated funds for projects for a period of years.

Open spaces, friendly faces.



DRIPPING SPRINGS Texas



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DRIPPING SPRINGS
Texas

**PETITION AGREEING TO ADDITION OF PROPERTY TO DRIPPING SPRINGS TOWN
CENTER TAX INCREMENT REINVESTMENT ZONE NUMBER 1**

**TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS
AND THE BOARD OF THE TAX INCREMENT REINVESTMENT ZONE.**

The undersigned owner of the hereinafter described tract of land hereby petition your Honorable Body to extend the present TIRZ No. 1 limits so as to include as part of the TIRZ, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: _____, 2022.

Owner

Owner

STATE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on _____, 2022 by
_____.

Notary Public, State of Texas
My Commission Expires: _____

Open spaces, friendly faces.



DRIPPING SPRINGS
Texas

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CENTER TAX INCREMENT REINVESTMENT ZONE NUMBER 1**

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I certify that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: October 12, 2022.

DS Propco Owner LP, a Delaware limited partnership

By: DS Propco GP LLC, a Delaware limited liability company its general partner

Owner [Signature]

Owner _____

Name: Francis Cappello
Title: President

STATE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on October 12, 2022 by Francis Cappello.

[Signature]

Notary Public, State of Texas
My Commission Expires: _____



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EXHIBIT A – Property Legal Description:

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, the Park and the Common Area, ROGER HANKS PARK, a subdivision in Hays County, Texas (the "Subdivision"), according to the map or plat thereof (the "Plat") recorded in Book 11, Page 324, Plat Records of Hays County, Texas.



DRIPPING SPRINGS
Texas

September 27, 2022

ASHTON AUSTIN RESIDENTIAL LLC
10721 RESEARCH BLVD
STE B-210
AUSTIN, TX 78759-5727

RE: 211 CANNON RANCH RD, DRIPPING SPRINGS, TX 78620

To Whom it May Concern:

The City of Dripping Springs is considering expanding its Tax Increment Reinvestment Zones by adding additional properties and additional projects within in the TIRZ that can be funded by the TIRZ. You are receiving this notification because the City and TIRZ Board are considering adding property that you own into the TIRZ. The inclusion of property does not change the taxable rate or add any additional tax, but would allow for your property to be given special consideration when deciding what TIRZ projects to fund.

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DRIPPING SPRINGS Texas

Enclosed please find a form that you can use to agree to include your property in the TIRZ. PLEASE CONTACT THE CITY IF YOU HAVE QUESTIONS OR WISH TO PROTEST THE INCLUSION OF YOUR PROPERTY IN THE TIRZ. You can reach us at 512-858-4725 or by emailing planning@cityofdrippingsprings.com.

TIRZ FREQUENTLY ASKED QUESTIONS

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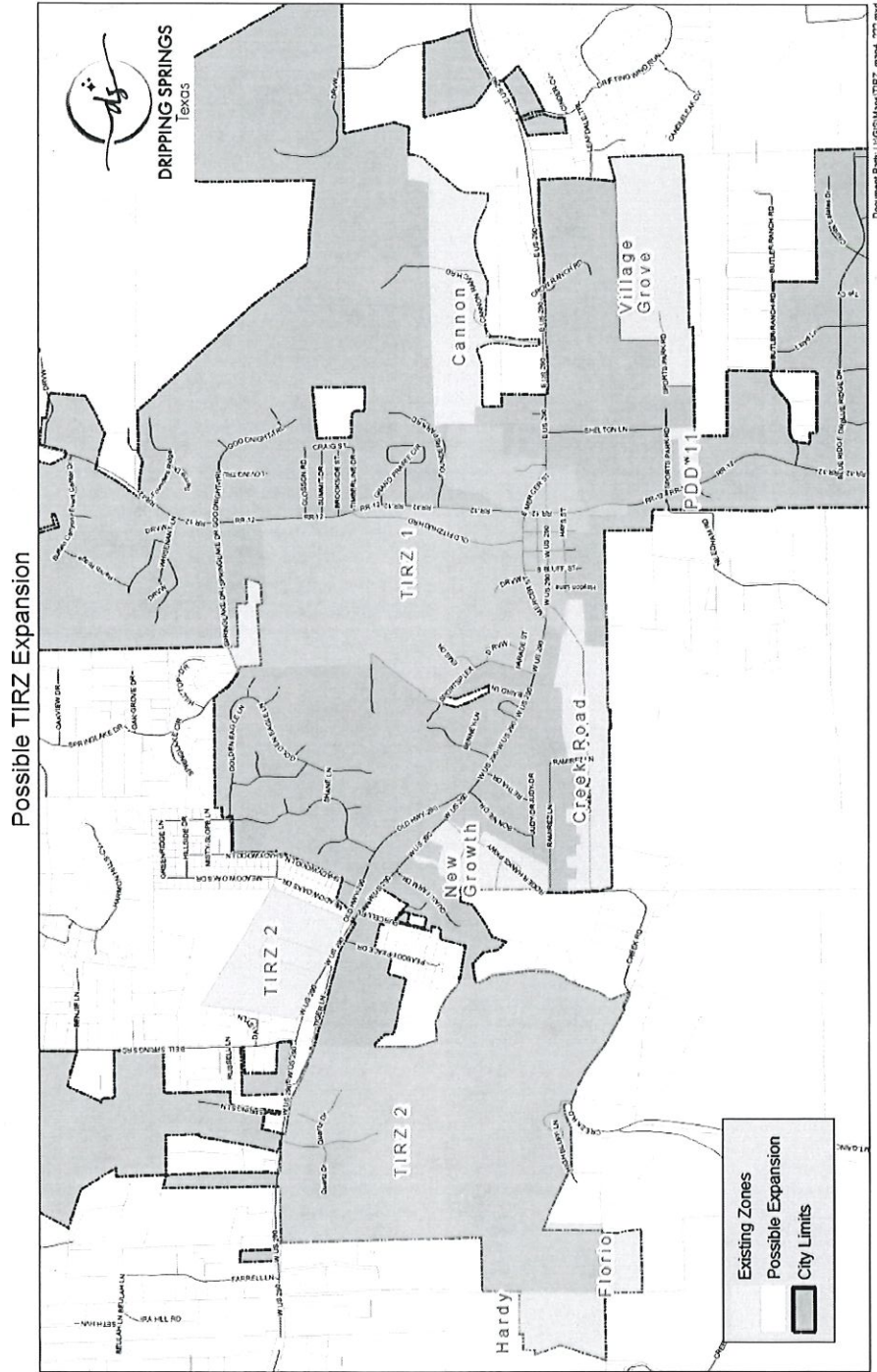
DRIPPING SPRINGS
Texas

- Is an Economic Development tool that does not increase the taxes for any property or decrease the taxes or monies owed by new development.
- Commits dedicated funds for projects for a period of years.

Open spaces, friendly faces.



DRIPPING SPRINGS Texas



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DRIPPING SPRINGS
Texas

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CENTER TAX INCREMENT REINVESTMENT ZONE NUMBER 1**

**TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS
AND THE BOARD OF THE TAX INCREMENT REINVESTMENT ZONE.**

The undersigned owner of the hereinafter described tract of land hereby petition your Honorable Body to extend the present TIRZ No. 1 limits so as to include as part of the TIRZ, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: October 17, 2022.

[Signature]
Owner
Arroyo Cap III-2, LLC
Owner

[Signature]
Leigh Austin
Executive Vice President

STATE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on _____, 2022 by

Notary Public, State of Texas
My Commission Expires: _____

See Attached

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

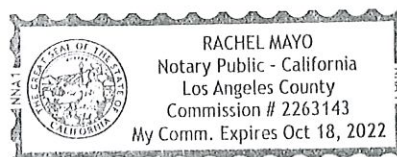
On October 12, 2022 before me, Rachel Mayo, Notary Public
(insert name and title of the officer)

personally appeared Leigh Austin
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

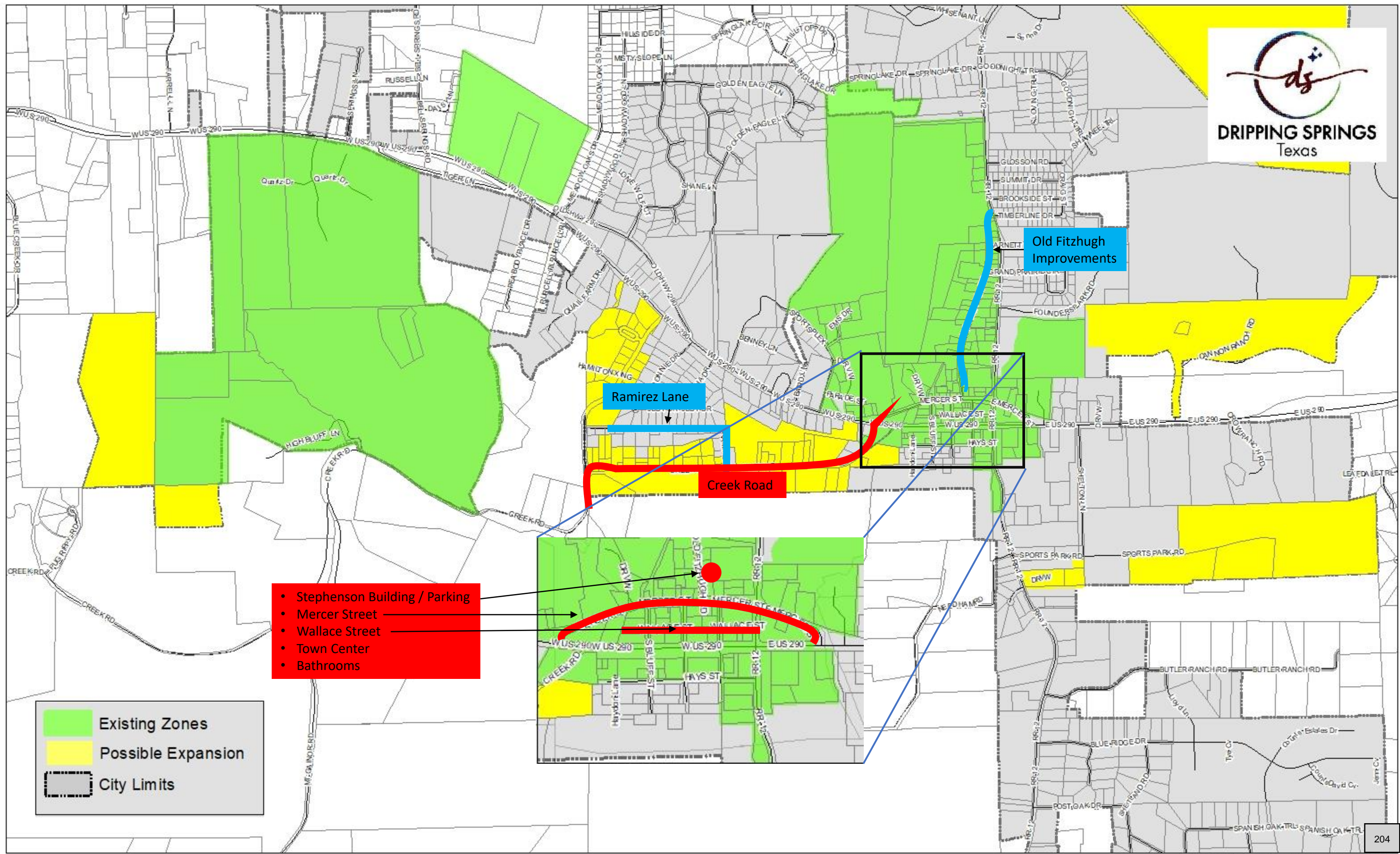
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rachel Mayo (Seal)



Possible TIRZ Expansion



Old Fitzhugh Improvements

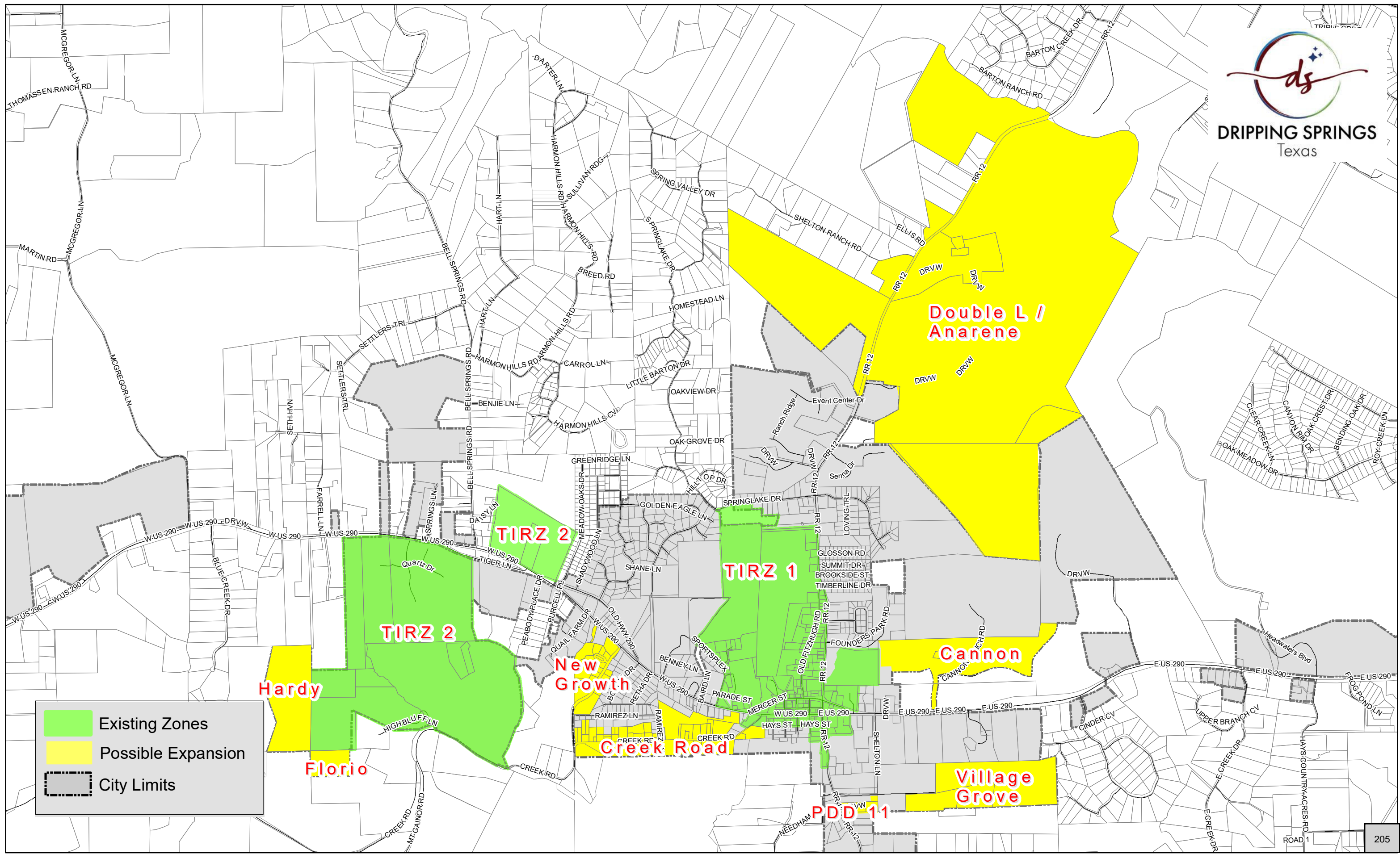
Ramirez Lane

Creek Road

- Stephenson Building / Parking
- Mercer Street
- Wallace Street
- Town Center
- Bathrooms

Existing Zones
 Possible Expansion
 City Limits

Possible TIRZ Expansion



TIRZ 1 Economic Feasibility - City

TIRZ #1 Increment	Year	Tax Year	Projected Incremental Tax				City TIRZ #1				Projected Net TIRZ #1 Revenue	TIRZ #1 Revenue Discounted at 5%	City Retained Taxes (General Fund)
			TIRZ #1 Base	Base Subject to Capture	Total Projected Assessed Valuation	Tax Collection Delinquencies at 2%	Total Net Tax Collections	Tax Collections on Incremental Value	Participation at \$0.0889 Tax Rate	TIRZ Admin Expense			
Base [a]	2022	\$	70,382,980	\$ 99,250,614	\$ 169,633,594	\$ 6,032	\$ 295,576	\$ 172,938	\$ 86,469	\$ 27,602	\$ 58,867	\$ 58,867	\$ 86,469
1	2023	\$	70,382,980	\$ 102,643,286	\$ 173,026,266	\$ 6,153	\$ 301,488	\$ 178,850	\$ 89,425	\$ 28,154	\$ 61,271	\$ 58,353	\$ 89,425
2	2024	\$	70,382,980	\$ 310,103,811	\$ 380,486,791	\$ 13,530	\$ 662,975	\$ 540,337	\$ 270,169	\$ 28,717	\$ 241,452	\$ 219,004	\$ 270,169
3	2025	\$	70,382,980	\$ 525,203,832	\$ 595,586,812	\$ 21,179	\$ 1,037,774	\$ 915,136	\$ 457,568	\$ 29,291	\$ 428,277	\$ 369,961	\$ 457,568
4	2026	\$	70,382,980	\$ 697,493,946	\$ 767,876,926	\$ 27,306	\$ 1,337,979	\$ 1,215,341	\$ 607,671	\$ 29,877	\$ 577,793	\$ 475,352	\$ 607,671
5	2027	\$	70,382,980	\$ 848,375,324	\$ 918,758,304	\$ 32,671	\$ 1,600,881	\$ 1,478,243	\$ 739,122	\$ 30,475	\$ 708,647	\$ 555,243	\$ 739,122
6	2028	\$	70,382,980	\$ 941,802,976	\$ 1,012,185,956	\$ 35,993	\$ 1,763,673	\$ 1,641,035	\$ 820,518	\$ 31,084	\$ 789,433	\$ 589,087	\$ 820,518
7	2029	\$	70,382,980	\$ 1,012,430,668	\$ 1,082,813,648	\$ 38,505	\$ 1,886,738	\$ 1,764,100	\$ 882,050	\$ 31,706	\$ 850,344	\$ 604,323	\$ 882,050
8	2030	\$	70,382,980	\$ 1,085,816,822	\$ 1,156,199,802	\$ 41,114	\$ 2,014,609	\$ 1,891,971	\$ 945,985	\$ 32,340	\$ 913,645	\$ 618,391	\$ 945,985
9	2031	\$	70,382,980	\$ 1,133,879,093	\$ 1,204,262,073	\$ 42,824	\$ 2,098,354	\$ 1,975,716	\$ 987,858	\$ 32,987	\$ 954,871	\$ 615,518	\$ 987,858
10	2032	\$	70,382,980	\$ 1,157,964,335	\$ 1,228,347,315	\$ 43,680	\$ 2,140,321	\$ 2,017,683	\$ 1,008,842	\$ 33,647	\$ 975,195	\$ 598,685	\$ 1,008,842
11	2033	\$	70,382,980	\$ 1,182,531,281	\$ 1,252,914,261	\$ 44,554	\$ 2,183,128	\$ 2,060,490	\$ 1,030,245	\$ 34,320	\$ 995,925	\$ 582,297	\$ 1,030,245
12	2034	\$	70,382,980	\$ 1,207,589,566	\$ 1,277,972,546	\$ 45,445	\$ 2,226,790	\$ 2,104,152	\$ 1,052,076	\$ 35,006	\$ 1,017,070	\$ 566,343	\$ 1,052,076
13	2035	\$	70,382,980	\$ 1,233,149,017	\$ 1,303,531,997	\$ 46,354	\$ 2,271,326	\$ 2,148,688	\$ 1,074,344	\$ 35,706	\$ 1,038,638	\$ 550,812	\$ 1,074,344
14	2036	\$	70,382,980	\$ 1,259,219,657	\$ 1,329,602,637	\$ 47,281	\$ 2,316,753	\$ 2,194,115	\$ 1,097,057	\$ 36,420	\$ 1,060,637	\$ 535,694	\$ 1,097,057
15	2037	\$	70,382,980	\$ 1,285,811,710	\$ 1,356,194,690	\$ 48,226	\$ 2,363,088	\$ 2,240,450	\$ 1,120,225	\$ 37,149	\$ 1,083,076	\$ 520,978	\$ 1,120,225
16	2038	\$	70,382,980	\$ 1,312,935,604	\$ 1,383,318,584	\$ 49,191	\$ 2,410,350	\$ 2,287,712	\$ 1,143,856	\$ 37,892	\$ 1,105,964	\$ 506,655	\$ 1,143,856
17	2039	\$	70,382,980	\$ 1,340,601,975	\$ 1,410,984,955	\$ 50,175	\$ 2,458,557	\$ 2,335,919	\$ 1,167,959	\$ 38,649	\$ 1,129,310	\$ 492,714	\$ 1,167,959
18	2040	\$	70,382,980	\$ 1,368,821,674	\$ 1,439,204,654	\$ 51,178	\$ 2,507,728	\$ 2,385,090	\$ 1,192,545	\$ 39,422	\$ 1,153,122	\$ 479,146	\$ 1,192,545
19	2041	\$	70,382,980	\$ 1,397,605,767	\$ 1,467,988,747	\$ 52,202	\$ 2,557,882	\$ 2,435,244	\$ 1,217,622	\$ 40,211	\$ 1,177,411	\$ 465,942	\$ 1,217,622
20	2042	\$	70,382,980	\$ 1,426,965,542	\$ 1,497,348,522	\$ 53,246	\$ 2,609,040	\$ 2,486,402	\$ 1,243,201	\$ 41,015	\$ 1,202,186	\$ 453,091	\$ 1,243,201
21	2043	\$	70,382,980	\$ 1,456,912,513	\$ 1,527,295,493	\$ 54,311	\$ 2,661,221	\$ 2,538,583	\$ 1,269,291	\$ 41,835	\$ 1,227,456	\$ 440,586	\$ 1,269,291
22	2044	\$	70,382,980	\$ 1,487,458,423	\$ 1,557,841,403	\$ 55,397	\$ 2,714,445	\$ 2,591,807	\$ 1,295,904	\$ 42,672	\$ 1,253,231	\$ 428,417	\$ 1,295,904
23	2045	\$	70,382,980	\$ 1,518,615,251	\$ 1,588,998,231	\$ 56,505	\$ 2,768,734	\$ 2,646,096	\$ 1,323,048	\$ 43,526	\$ 1,279,522	\$ 416,576	\$ 1,323,048
24	2046	\$	70,382,980	\$ 1,550,395,215	\$ 1,620,778,195	\$ 57,635	\$ 2,824,109	\$ 2,701,471	\$ 1,350,735	\$ 44,396	\$ 1,306,339	\$ 405,054	\$ 1,350,735
						\$ 1,020,684	\$ 50,013,521	\$ 46,947,568	\$ 23,473,784	\$ 884,100	\$ 22,589,684	\$ 11,607,090	\$ 23,473,784

[a] The Base Year for the original properties in TIRZ 1 is Tax Year 2016. The Base Year for the new properties being added to TIRZ 1 is Tax Year 2022. The base value shown above is the sum of these figures.

TIRZ 1 Economic Feasibility - County

TIRZ #1 Increment	Year	Tax Year	Projected				County TIRZ #1				Projected Net TIRZ #1 Revenue	TIRZ #1 Revenue Discounted at 5%	County Retained Taxes (General Fund)
			TIRZ #1 Base	Incremental Tax Base Subject to Capture	Total Projected Assessed Valuation	Tax Collection Delinquencies at 2%	Total Net Tax Collections	Tax Collections on Incremental Value	Participation at \$0.15625 Tax Rate	TIRZ Admin Expense			
Base [a]	2022	\$	71,961,330	\$ 99,250,614	\$ 171,211,944	\$ 10,701	\$ 524,337	\$ 303,955	\$ 151,978	\$ 27,602	\$ 124,376	\$ 124,376	\$ 151,978
1	2023	\$	71,961,330	\$ 102,674,853	\$ 174,636,183	\$ 10,915	\$ 534,823	\$ 314,442	\$ 157,221	\$ 28,154	\$ 129,067	\$ 122,921	\$ 157,221
2	2024	\$	71,961,330	\$ 691,614,573	\$ 763,575,903	\$ 47,723	\$ 2,338,451	\$ 2,118,070	\$ 1,059,035	\$ 28,717	\$ 1,030,318	\$ 934,529	\$ 1,059,035
3	2025	\$	71,961,330	\$ 1,293,762,312	\$ 1,365,723,642	\$ 85,358	\$ 4,182,529	\$ 3,962,147	\$ 1,981,074	\$ 29,291	\$ 1,951,782	\$ 1,686,023	\$ 1,981,074
4	2026	\$	71,961,330	\$ 1,825,772,417	\$ 1,897,733,747	\$ 118,608	\$ 5,811,810	\$ 5,591,428	\$ 2,795,714	\$ 29,877	\$ 2,765,837	\$ 2,275,461	\$ 2,795,714
5	2027	\$	71,961,330	\$ 2,307,157,244	\$ 2,379,118,574	\$ 148,695	\$ 7,286,051	\$ 7,065,669	\$ 3,532,835	\$ 30,475	\$ 3,502,360	\$ 2,744,190	\$ 3,532,835
6	2028	\$	71,961,330	\$ 2,661,375,211	\$ 2,733,336,541	\$ 170,834	\$ 8,370,843	\$ 8,150,462	\$ 4,075,231	\$ 31,084	\$ 4,044,146	\$ 3,017,804	\$ 4,075,231
7	2029	\$	71,961,330	\$ 2,957,373,373	\$ 3,029,334,703	\$ 189,333	\$ 9,277,338	\$ 9,056,956	\$ 4,528,478	\$ 31,706	\$ 4,496,772	\$ 3,195,772	\$ 4,528,478
8	2030	\$	71,961,330	\$ 3,154,880,752	\$ 3,226,842,082	\$ 201,678	\$ 9,882,204	\$ 9,661,822	\$ 4,830,911	\$ 32,340	\$ 4,798,571	\$ 3,247,862	\$ 4,830,911
9	2031	\$	71,961,330	\$ 3,317,810,867	\$ 3,389,772,197	\$ 211,861	\$ 10,381,177	\$ 10,160,796	\$ 5,080,398	\$ 32,987	\$ 5,047,411	\$ 3,253,606	\$ 5,080,398
10	2032	\$	71,961,330	\$ 3,441,198,028	\$ 3,513,159,358	\$ 219,572	\$ 10,759,051	\$ 10,538,669	\$ 5,269,334	\$ 33,647	\$ 5,235,688	\$ 3,214,258	\$ 5,269,334
11	2033	\$	71,961,330	\$ 3,558,006,481	\$ 3,629,967,811	\$ 226,873	\$ 11,116,776	\$ 10,896,395	\$ 5,448,197	\$ 34,320	\$ 5,413,878	\$ 3,165,382	\$ 5,448,197
12	2034	\$	71,961,330	\$ 3,678,082,008	\$ 3,750,043,338	\$ 234,378	\$ 11,484,508	\$ 11,264,126	\$ 5,632,063	\$ 35,006	\$ 5,597,057	\$ 3,116,651	\$ 5,632,063
13	2035	\$	71,961,330	\$ 3,753,082,875	\$ 3,825,044,205	\$ 239,065	\$ 11,714,198	\$ 11,493,816	\$ 5,746,908	\$ 35,706	\$ 5,711,202	\$ 3,028,772	\$ 5,746,908
14	2036	\$	71,961,330	\$ 3,829,583,759	\$ 3,901,545,089	\$ 243,847	\$ 11,948,482	\$ 11,728,100	\$ 5,864,050	\$ 36,420	\$ 5,827,630	\$ 2,943,349	\$ 5,864,050
15	2037	\$	71,961,330	\$ 3,907,614,661	\$ 3,979,575,991	\$ 248,723	\$ 12,187,451	\$ 11,967,070	\$ 5,983,535	\$ 37,149	\$ 5,946,386	\$ 2,860,313	\$ 5,983,535
16	2038	\$	71,961,330	\$ 3,987,206,181	\$ 4,059,167,511	\$ 253,698	\$ 12,431,201	\$ 12,210,819	\$ 6,105,409	\$ 37,892	\$ 6,067,518	\$ 2,779,600	\$ 6,105,409
17	2039	\$	71,961,330	\$ 4,068,389,531	\$ 4,140,350,861	\$ 258,772	\$ 12,679,825	\$ 12,459,443	\$ 6,229,721	\$ 38,649	\$ 6,191,072	\$ 2,701,144	\$ 6,229,721
18	2040	\$	71,961,330	\$ 4,151,196,548	\$ 4,223,157,878	\$ 263,947	\$ 12,933,421	\$ 12,713,039	\$ 6,356,520	\$ 39,422	\$ 6,317,097	\$ 2,624,884	\$ 6,356,520
19	2041	\$	71,961,330	\$ 4,235,659,706	\$ 4,307,621,036	\$ 269,226	\$ 13,192,089	\$ 12,971,708	\$ 6,485,854	\$ 40,211	\$ 6,445,643	\$ 2,550,760	\$ 6,485,854
20	2042	\$	71,961,330	\$ 4,321,812,126	\$ 4,393,773,456	\$ 274,611	\$ 13,455,931	\$ 13,235,550	\$ 6,617,775	\$ 41,015	\$ 6,576,760	\$ 2,478,712	\$ 6,617,775
21	2043	\$	71,961,330	\$ 4,409,687,595	\$ 4,481,648,925	\$ 280,103	\$ 13,725,050	\$ 13,504,668	\$ 6,752,334	\$ 41,835	\$ 6,710,499	\$ 2,408,682	\$ 6,752,334
22	2044	\$	71,961,330	\$ 4,499,320,574	\$ 4,571,281,904	\$ 285,705	\$ 13,999,551	\$ 13,779,169	\$ 6,889,585	\$ 42,672	\$ 6,846,912	\$ 2,340,616	\$ 6,889,585
23	2045	\$	71,961,330	\$ 4,590,746,212	\$ 4,662,707,542	\$ 291,419	\$ 14,279,542	\$ 14,059,160	\$ 7,029,580	\$ 43,526	\$ 6,986,055	\$ 2,274,459	\$ 7,029,580
24	2046	\$	71,961,330	\$ 4,684,000,363	\$ 4,755,961,693	\$ 297,248	\$ 14,565,133	\$ 14,344,751	\$ 7,172,376	\$ 44,396	\$ 7,127,979	\$ 2,210,158	\$ 7,172,376
						\$ 5,082,893	\$ 249,061,770	\$ 243,552,230	\$ 121,776,115	\$ 884,100	\$ 120,892,015	\$ 61,300,284	\$ 121,776,115

[a] The Base Year for the original properties in TIRZ 1 is Tax Year 2016. The Base Year for the new properties being added to TIRZ 1 is Tax Year 2022. The base value shown above is the sum of these figures.

Estimated TIRZ Revenue - TIRZ 1

Year No.	Tax Year	Projected Incremental Tax Base Subject to Capture		Projected Net TIRZ #1 Revenue			TIRZ #1 Revenue Discounted at 5%		
		City	County	City [b]	County [b]	Annual Total	City [b]	County [b]	Annual Total
Base [a]	2022	\$ 99,250,614	\$ 99,250,614	\$ 58,867	\$ 124,376	\$ 183,243	\$ 58,867	\$ 124,376	\$ 183,243
1	2023	\$ 102,643,286	\$ 102,674,853	\$ 61,271	\$ 129,067	\$ 190,338	\$ 58,353	\$ 122,921	\$ 181,274
2	2024	\$ 310,103,811	\$ 691,614,573	\$ 241,452	\$ 1,030,318	\$ 1,271,769	\$ 219,004	\$ 934,529	\$ 1,153,532
3	2025	\$ 525,203,832	\$ 1,293,762,312	\$ 428,277	\$ 1,951,782	\$ 2,380,059	\$ 369,961	\$ 1,686,023	\$ 2,055,984
4	2026	\$ 697,493,946	\$ 1,825,772,417	\$ 577,793	\$ 2,765,837	\$ 3,343,630	\$ 475,352	\$ 2,275,461	\$ 2,750,813
5	2027	\$ 848,375,324	\$ 2,307,157,244	\$ 708,647	\$ 3,502,360	\$ 4,211,006	\$ 555,243	\$ 2,744,190	\$ 3,299,434
6	2028	\$ 941,802,976	\$ 2,661,375,211	\$ 789,433	\$ 4,044,146	\$ 4,833,580	\$ 589,087	\$ 3,017,804	\$ 3,606,892
7	2029	\$ 1,012,430,668	\$ 2,957,373,373	\$ 850,344	\$ 4,496,772	\$ 5,347,116	\$ 604,323	\$ 3,195,772	\$ 3,800,095
8	2030	\$ 1,085,816,822	\$ 3,154,880,752	\$ 913,645	\$ 4,798,571	\$ 5,712,216	\$ 618,391	\$ 3,247,862	\$ 3,866,253
9	2031	\$ 1,133,879,093	\$ 3,317,810,867	\$ 954,871	\$ 5,047,411	\$ 6,002,282	\$ 615,518	\$ 3,253,606	\$ 3,869,125
10	2032	\$ 1,157,964,335	\$ 3,441,198,028	\$ 975,195	\$ 5,235,688	\$ 6,210,883	\$ 598,685	\$ 3,214,258	\$ 3,812,943
11	2033	\$ 1,182,531,281	\$ 3,558,006,481	\$ 995,925	\$ 5,413,878	\$ 6,409,803	\$ 582,297	\$ 3,165,382	\$ 3,747,679
12	2034	\$ 1,207,589,566	\$ 3,678,082,008	\$ 1,017,070	\$ 5,597,057	\$ 6,614,127	\$ 566,343	\$ 3,116,651	\$ 3,682,994
13	2035	\$ 1,233,149,017	\$ 3,753,082,875	\$ 1,038,638	\$ 5,711,202	\$ 6,749,840	\$ 550,812	\$ 3,028,772	\$ 3,579,584
14	2036	\$ 1,259,219,657	\$ 3,829,583,759	\$ 1,060,637	\$ 5,827,630	\$ 6,888,267	\$ 535,694	\$ 2,943,349	\$ 3,479,043
15	2037	\$ 1,285,811,710	\$ 3,907,614,661	\$ 1,083,076	\$ 5,946,386	\$ 7,029,463	\$ 520,978	\$ 2,860,313	\$ 3,381,292
16	2038	\$ 1,312,935,604	\$ 3,987,206,181	\$ 1,105,964	\$ 6,067,518	\$ 7,173,482	\$ 506,655	\$ 2,779,600	\$ 3,286,255
17	2039	\$ 1,340,601,975	\$ 4,068,389,531	\$ 1,129,310	\$ 6,191,072	\$ 7,320,382	\$ 492,714	\$ 2,701,144	\$ 3,193,858
18	2040	\$ 1,368,821,674	\$ 4,151,196,548	\$ 1,153,122	\$ 6,317,097	\$ 7,470,220	\$ 479,146	\$ 2,624,884	\$ 3,104,031
19	2041	\$ 1,397,605,767	\$ 4,235,659,706	\$ 1,177,411	\$ 6,445,643	\$ 7,623,054	\$ 465,942	\$ 2,550,760	\$ 3,016,701
20	2042	\$ 1,426,965,542	\$ 4,321,812,126	\$ 1,202,186	\$ 6,576,760	\$ 7,778,945	\$ 453,091	\$ 2,478,712	\$ 2,931,803
21	2043	\$ 1,456,912,513	\$ 4,409,687,595	\$ 1,227,456	\$ 6,710,499	\$ 7,937,955	\$ 440,586	\$ 2,408,682	\$ 2,849,268
22	2044	\$ 1,487,458,423	\$ 4,499,320,574	\$ 1,253,231	\$ 6,846,912	\$ 8,100,144	\$ 428,417	\$ 2,340,616	\$ 2,769,033
23	2045	\$ 1,518,615,251	\$ 4,590,746,212	\$ 1,279,522	\$ 6,986,055	\$ 8,265,577	\$ 416,576	\$ 2,274,459	\$ 2,691,035
24	2046	\$ 1,550,395,215	\$ 4,684,000,363	\$ 1,306,339	\$ 7,127,979	\$ 8,434,319	\$ 405,054	\$ 2,210,158	\$ 2,615,212
				\$ 22,589,684	\$ 120,892,015	\$ 143,481,698	\$ 11,607,090	\$ 61,300,284	\$ 72,907,374

[a] The Base Year for the original properties in TIRZ 1 is Tax Year 2016. The Base Year for the new properties being added to TIRZ 1 is Tax Year 2022. The base value shown above is the sum of these figures.

[b] TIRZ Revenue is an estimated amount that is net of TIRZ Administration costs and assumes a 2% delinquency rate.

TIRZ 1 Captured Appraised Value - City

TIRZ #1 Increment			Projected		Total Projected Assessed Valuation
	Year	Tax Year	TIRZ #1 Base	Incremental Tax Base Subject to Capture	
Base [a]	2022	\$	70,382,980	\$ 99,250,614	\$ 169,633,594
1	2023	\$	70,382,980	\$ 102,643,286	\$ 173,026,266
2	2024	\$	70,382,980	\$ 310,103,811	\$ 380,486,791
3	2025	\$	70,382,980	\$ 525,203,832	\$ 595,586,812
4	2026	\$	70,382,980	\$ 697,493,946	\$ 767,876,926
5	2027	\$	70,382,980	\$ 848,375,324	\$ 918,758,304
6	2028	\$	70,382,980	\$ 941,802,976	\$ 1,012,185,956
7	2029	\$	70,382,980	\$ 1,012,430,668	\$ 1,082,813,648
8	2030	\$	70,382,980	\$ 1,085,816,822	\$ 1,156,199,802
9	2031	\$	70,382,980	\$ 1,133,879,093	\$ 1,204,262,073
10	2032	\$	70,382,980	\$ 1,157,964,335	\$ 1,228,347,315
11	2033	\$	70,382,980	\$ 1,182,531,281	\$ 1,252,914,261
12	2034	\$	70,382,980	\$ 1,207,589,566	\$ 1,277,972,546
13	2035	\$	70,382,980	\$ 1,233,149,017	\$ 1,303,531,997
14	2036	\$	70,382,980	\$ 1,259,219,657	\$ 1,329,602,637
15	2037	\$	70,382,980	\$ 1,285,811,710	\$ 1,356,194,690
16	2038	\$	70,382,980	\$ 1,312,935,604	\$ 1,383,318,584
17	2039	\$	70,382,980	\$ 1,340,601,975	\$ 1,410,984,955
18	2040	\$	70,382,980	\$ 1,368,821,674	\$ 1,439,204,654
19	2041	\$	70,382,980	\$ 1,397,605,767	\$ 1,467,988,747
20	2042	\$	70,382,980	\$ 1,426,965,542	\$ 1,497,348,522
21	2043	\$	70,382,980	\$ 1,456,912,513	\$ 1,527,295,493
22	2044	\$	70,382,980	\$ 1,487,458,423	\$ 1,557,841,403
23	2045	\$	70,382,980	\$ 1,518,615,251	\$ 1,588,998,231
24	2046	\$	70,382,980	\$ 1,550,395,215	\$ 1,620,778,195

[a] The Base Year for the original properties in TIRZ 1 is Tax Year 2016. The Base Year for the new properties being added to TIRZ 1 is Tax Year 2022. The base value shown above is the sum of these figures.

TIRZ 1 Captured Appraised Value - County

TIRZ #1 Increment	Year	Tax Year	TIRZ #1 Base	Projected			
				Incremental Tax Base Subject to Capture	Total Projected Assessed Valuation		
Base [a]	2022	\$	71,961,330	\$	99,250,614	\$	171,211,944
1	2023	\$	71,961,330	\$	102,674,853	\$	174,636,183
2	2024	\$	71,961,330	\$	691,614,573	\$	763,575,903
3	2025	\$	71,961,330	\$	1,293,762,312	\$	1,365,723,642
4	2026	\$	71,961,330	\$	1,825,772,417	\$	1,897,733,747
5	2027	\$	71,961,330	\$	2,307,157,244	\$	2,379,118,574
6	2028	\$	71,961,330	\$	2,661,375,211	\$	2,733,336,541
7	2029	\$	71,961,330	\$	2,957,373,373	\$	3,029,334,703
8	2030	\$	71,961,330	\$	3,154,880,752	\$	3,226,842,082
9	2031	\$	71,961,330	\$	3,317,810,867	\$	3,389,772,197
10	2032	\$	71,961,330	\$	3,441,198,028	\$	3,513,159,358
11	2033	\$	71,961,330	\$	3,558,006,481	\$	3,629,967,811
12	2034	\$	71,961,330	\$	3,678,082,008	\$	3,750,043,338
13	2035	\$	71,961,330	\$	3,753,082,875	\$	3,825,044,205
14	2036	\$	71,961,330	\$	3,829,583,759	\$	3,901,545,089
15	2037	\$	71,961,330	\$	3,907,614,661	\$	3,979,575,991
16	2038	\$	71,961,330	\$	3,987,206,181	\$	4,059,167,511
17	2039	\$	71,961,330	\$	4,068,389,531	\$	4,140,350,861
18	2040	\$	71,961,330	\$	4,151,196,548	\$	4,223,157,878
19	2041	\$	71,961,330	\$	4,235,659,706	\$	4,307,621,036
20	2042	\$	71,961,330	\$	4,321,812,126	\$	4,393,773,456
21	2043	\$	71,961,330	\$	4,409,687,595	\$	4,481,648,925
22	2044	\$	71,961,330	\$	4,499,320,574	\$	4,571,281,904
23	2045	\$	71,961,330	\$	4,590,746,212	\$	4,662,707,542
24	2046	\$	71,961,330	\$	4,684,000,363	\$	4,755,961,693

[a] The Base Year for the original properties in TIRZ 1 is Tax Year 2016. The Base Year for the new properties being added to TIRZ 1 is Tax Year 2022. The base value shown above is the sum of these figures.

TIRZ 2 Economic Feasibility - City

TIRZ #2 Increment	Year	Tax Year	Projected Incremental Tax		Total Projected Assessed Valuation	Tax Collection Delinquencies at 2%	Total Net Tax Collections	Tax Collections on Incremental Value	City TIRZ #2		Projected Net TIRZ #2 Revenue	TIRZ #2 Revenue Discounted at 5%	City Retained Taxes (General Fund)
			TIRZ #2 Base	Base Subject to Capture					Participation at \$0.0889 Tax Rate	TIRZ Admin Expense			
6	2022	\$	5,836,710	\$ 120,284,140	\$ 126,120,850	\$ 4,485	\$ 219,758	\$ 209,588	\$ 104,794	\$ 27,602	\$ 77,192	\$ 77,192	\$ 104,794
7	2023	\$	5,836,710	\$ 162,140,390	\$ 167,977,100	\$ 5,973	\$ 292,690	\$ 282,520	\$ 141,260	\$ 28,154	\$ 113,106	\$ 107,720	\$ 141,260
8	2024	\$	5,836,710	\$ 206,394,506	\$ 212,231,216	\$ 7,547	\$ 369,800	\$ 359,630	\$ 179,815	\$ 28,717	\$ 151,098	\$ 137,050	\$ 179,815
9	2025	\$	5,836,710	\$ 247,304,771	\$ 253,141,481	\$ 9,002	\$ 441,084	\$ 430,914	\$ 215,457	\$ 29,291	\$ 186,165	\$ 160,817	\$ 215,457
10	2026	\$	5,836,710	\$ 273,954,639	\$ 279,791,349	\$ 9,949	\$ 487,520	\$ 477,350	\$ 238,675	\$ 29,877	\$ 208,797	\$ 171,778	\$ 238,675
11	2027	\$	5,836,710	\$ 282,348,379	\$ 288,185,089	\$ 10,248	\$ 502,145	\$ 491,975	\$ 245,988	\$ 30,475	\$ 215,513	\$ 168,860	\$ 245,988
12	2028	\$	5,836,710	\$ 290,993,932	\$ 296,830,642	\$ 10,555	\$ 517,210	\$ 507,039	\$ 253,520	\$ 31,084	\$ 222,435	\$ 165,985	\$ 253,520
13	2029	\$	5,836,710	\$ 299,898,851	\$ 305,735,561	\$ 10,872	\$ 532,726	\$ 522,556	\$ 261,278	\$ 31,706	\$ 229,572	\$ 163,152	\$ 261,278
14	2030	\$	5,836,710	\$ 309,070,918	\$ 314,907,628	\$ 11,198	\$ 548,708	\$ 538,538	\$ 269,269	\$ 32,340	\$ 236,929	\$ 160,363	\$ 269,269
15	2031	\$	5,836,710	\$ 318,518,147	\$ 324,354,857	\$ 11,534	\$ 565,169	\$ 554,999	\$ 277,499	\$ 32,987	\$ 244,512	\$ 157,615	\$ 277,499
16	2032	\$	5,836,710	\$ 328,248,792	\$ 334,085,502	\$ 11,880	\$ 582,124	\$ 571,954	\$ 285,977	\$ 33,647	\$ 252,330	\$ 154,909	\$ 285,977
17	2033	\$	5,836,710	\$ 338,271,358	\$ 344,108,068	\$ 12,236	\$ 599,588	\$ 589,418	\$ 294,709	\$ 34,320	\$ 260,389	\$ 152,244	\$ 294,709
18	2034	\$	5,836,710	\$ 348,594,600	\$ 354,431,310	\$ 12,604	\$ 617,575	\$ 607,405	\$ 303,703	\$ 35,006	\$ 268,697	\$ 149,620	\$ 303,703
19	2035	\$	5,836,710	\$ 359,227,539	\$ 365,064,249	\$ 12,982	\$ 636,103	\$ 625,932	\$ 312,966	\$ 35,706	\$ 277,260	\$ 147,037	\$ 312,966
20	2036	\$	5,836,710	\$ 370,179,466	\$ 376,016,176	\$ 13,371	\$ 655,186	\$ 645,016	\$ 322,508	\$ 36,420	\$ 286,088	\$ 144,494	\$ 322,508
21	2037	\$	5,836,710	\$ 381,459,952	\$ 387,296,662	\$ 13,772	\$ 674,841	\$ 664,671	\$ 332,336	\$ 37,149	\$ 295,187	\$ 141,990	\$ 332,336
22	2038	\$	5,836,710	\$ 393,078,851	\$ 398,915,561	\$ 14,185	\$ 695,086	\$ 684,916	\$ 342,458	\$ 37,892	\$ 304,567	\$ 139,525	\$ 342,458
23	2039	\$	5,836,710	\$ 405,046,318	\$ 410,883,028	\$ 14,611	\$ 715,939	\$ 705,769	\$ 352,884	\$ 38,649	\$ 314,235	\$ 137,100	\$ 352,884
24	2040	\$	5,836,710	\$ 417,372,809	\$ 423,209,519	\$ 15,049	\$ 737,417	\$ 727,247	\$ 363,624	\$ 39,422	\$ 324,201	\$ 134,712	\$ 363,624
25	2041	\$	5,836,710	\$ 430,069,095	\$ 435,905,805	\$ 15,501	\$ 759,540	\$ 749,370	\$ 374,685	\$ 40,211	\$ 334,474	\$ 132,363	\$ 374,685
26	2042	\$	5,836,710	\$ 443,146,269	\$ 448,982,979	\$ 15,966	\$ 782,326	\$ 772,156	\$ 386,078	\$ 41,015	\$ 345,063	\$ 130,051	\$ 386,078
27	2043	\$	5,836,710	\$ 456,615,758	\$ 462,452,468	\$ 16,445	\$ 805,796	\$ 795,626	\$ 397,813	\$ 41,835	\$ 355,977	\$ 127,775	\$ 397,813
28	2044	\$	5,836,710	\$ 470,489,332	\$ 476,326,042	\$ 16,938	\$ 829,970	\$ 819,799	\$ 409,900	\$ 42,672	\$ 367,228	\$ 125,537	\$ 409,900
29	2045	\$	5,836,710	\$ 484,779,114	\$ 490,615,824	\$ 17,446	\$ 854,869	\$ 844,699	\$ 422,349	\$ 43,526	\$ 378,824	\$ 123,334	\$ 422,349
30	2046	\$	5,836,710	\$ 499,497,588	\$ 505,334,298	\$ 17,970	\$ 880,515	\$ 870,345	\$ 435,172	\$ 44,396	\$ 390,776	\$ 121,167	\$ 435,172
						\$ 312,320	\$ 15,303,682	\$ 15,049,429	\$ 7,524,715	\$ 884,100	\$ 6,640,614	\$ 3,532,389	\$ 7,524,715

TIRZ 2 Economic Feasibility - County

TIRZ #2 Increment	Year	Tax Year	Projected Incremental Tax			Total Projected Assessed Valuation	Tax Collection Delinquencies at 2%	Total Net Tax Collections	Tax Collections on Incremental Value	City TIRZ #2		Projected Net TIRZ #2 Revenue	TIRZ #2 Revenue Discounted at 5%	Retained Taxes (General Fund)								
			TIRZ #2 Base	Base Subject to Capture	Total Projected Assessed Valuation					Participation at \$0.15625 Tax Rate	TIRZ Admin Expense											
6	2022	\$	5,836,710	\$	120,284,140	\$	4,485	\$	386,245	\$	368,370	\$	184,185	\$	27,602	\$	156,583	\$	156,583	\$	184,185	
7	2023	\$	5,836,710	\$	162,140,390	\$	5,973	\$	514,430	\$	496,555	\$	248,277	\$	28,154	\$	220,123	\$	209,641	\$	248,277	
8	2024	\$	5,836,710	\$	206,394,506	\$	7,547	\$	649,958	\$	632,083	\$	316,042	\$	28,717	\$	287,324	\$	260,612	\$	316,042	
9	2025	\$	5,836,710	\$	247,304,771	\$	9,002	\$	775,246	\$	757,371	\$	378,685	\$	29,291	\$	349,394	\$	301,820	\$	378,685	
10	2026	\$	5,836,710	\$	273,954,639	\$	9,949	\$	856,861	\$	838,986	\$	419,493	\$	29,877	\$	389,616	\$	320,538	\$	419,493	
11	2027	\$	5,836,710	\$	282,348,379	\$	10,248	\$	882,567	\$	864,692	\$	432,346	\$	30,475	\$	401,871	\$	314,877	\$	432,346	
12	2028	\$	5,836,710	\$	290,993,932	\$	10,555	\$	909,044	\$	891,169	\$	445,584	\$	31,084	\$	414,500	\$	309,306	\$	445,584	
13	2029	\$	5,836,710	\$	299,898,851	\$	10,872	\$	936,315	\$	918,440	\$	459,220	\$	31,706	\$	427,514	\$	303,826	\$	459,220	
14	2030	\$	5,836,710	\$	309,070,918	\$	11,198	\$	964,405	\$	946,530	\$	473,265	\$	32,340	\$	440,925	\$	298,435	\$	473,265	
15	2031	\$	5,836,710	\$	318,518,147	\$	11,534	\$	993,337	\$	975,462	\$	487,731	\$	32,987	\$	454,744	\$	293,132	\$	487,731	
16	2032	\$	5,836,710	\$	328,248,792	\$	11,880	\$	1,023,137	\$	1,005,262	\$	502,631	\$	33,647	\$	468,984	\$	287,916	\$	502,631	
17	2033	\$	5,836,710	\$	338,271,358	\$	12,236	\$	1,053,831	\$	1,035,956	\$	517,978	\$	34,320	\$	483,658	\$	282,785	\$	517,978	
18	2034	\$	5,836,710	\$	348,594,600	\$	12,604	\$	1,085,446	\$	1,067,571	\$	533,785	\$	35,006	\$	498,779	\$	277,739	\$	533,785	
19	2035	\$	5,836,710	\$	359,227,539	\$	12,982	\$	1,118,009	\$	1,100,134	\$	550,067	\$	35,706	\$	514,361	\$	272,777	\$	550,067	
20	2036	\$	5,836,710	\$	370,179,466	\$	13,371	\$	1,151,550	\$	1,133,675	\$	566,837	\$	36,420	\$	530,417	\$	267,897	\$	566,837	
21	2037	\$	5,836,710	\$	381,459,952	\$	13,772	\$	1,186,096	\$	1,168,221	\$	584,111	\$	37,149	\$	546,962	\$	263,098	\$	584,111	
22	2038	\$	5,836,710	\$	393,078,851	\$	14,185	\$	1,221,679	\$	1,203,804	\$	601,902	\$	37,892	\$	564,010	\$	258,380	\$	601,902	
23	2039	\$	5,836,710	\$	405,046,318	\$	14,611	\$	1,258,329	\$	1,240,454	\$	620,227	\$	38,649	\$	581,578	\$	253,740	\$	620,227	
24	2040	\$	5,836,710	\$	417,372,809	\$	15,049	\$	1,296,079	\$	1,278,204	\$	639,102	\$	39,422	\$	599,680	\$	249,179	\$	639,102	
25	2041	\$	5,836,710	\$	430,069,095	\$	15,501	\$	1,334,962	\$	1,317,087	\$	658,543	\$	40,211	\$	618,332	\$	244,695	\$	658,543	
26	2042	\$	5,836,710	\$	443,146,269	\$	15,966	\$	1,375,010	\$	1,357,135	\$	678,568	\$	41,015	\$	637,553	\$	240,287	\$	678,568	
27	2043	\$	5,836,710	\$	456,615,758	\$	16,445	\$	1,416,261	\$	1,398,386	\$	699,193	\$	41,835	\$	657,357	\$	235,953	\$	699,193	
28	2044	\$	5,836,710	\$	470,489,332	\$	16,938	\$	1,458,749	\$	1,440,874	\$	720,437	\$	42,672	\$	677,765	\$	231,694	\$	720,437	
29	2045	\$	5,836,710	\$	484,779,114	\$	17,446	\$	1,502,511	\$	1,484,636	\$	742,318	\$	43,526	\$	698,792	\$	227,507	\$	742,318	
30	2046	\$	5,836,710	\$	499,497,588	\$	17,970	\$	1,547,586	\$	1,529,711	\$	764,856	\$	44,396	\$	720,460	\$	223,391	\$	764,856	
							\$	312,320	\$	26,897,641	\$	26,450,768	\$	13,225,384	\$	884,100	\$	12,341,284	\$	6,585,808	\$	13,225,384

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (“**Lease**”) is made and entered into effective the ____ day of _____, 2022, by and between **DOUBLE L DEVELOPMENT, LLC**, a Texas limited liability company (“**Lessor**”), and the **CITY OF DRIPPING SPRINGS**, a Type A General Law City located in Hays County, Texas (the “**City**” or “**Lessee**”).

RECITALS

WHEREAS, Lessor intends to develop land located within the extraterritorial jurisdiction of the City (the “**Land**”); and

WHEREAS, pursuant to that certain Amended and Restated Wastewater Utility Service and Fee Agreement dated effective November 13, 2018 (the “**Wastewater Agreement**”), the Lessor will cause to be constructed a reclaimed water production facility (the “**Plant**”) that will be owned, operated and maintained by the City; and

WHEREAS, the Plant will be constructed on a 2.349 acre tract of land owned by Lessor (the “**Plant Site**”), which Plant Site is described by metes and bounds on *Exhibit A* attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor and Lessee wish to enter into this Lease to provide the Lessee with full legal access to the Plant Site to operate the Plant and to conduct all necessary operations to provide wastewater treatment service to the Land as set forth in the Wastewater Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, including the recitals set forth above, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I LEASE TERM

This Lease shall be in force and effect from the date of its execution for a period of ten (10) years and shall be automatically renewed thereafter for successive one (1) year terms, unless sooner terminated by mutual agreement of the parties. Notwithstanding the foregoing, if the Plant ceases operation for any reason other than repairs or modifications, then this Lease will terminate automatically. Further, if the City is able to provide wastewater service to the Land and the Plant is no longer necessary, as determined by Lessor, then Lessor may terminate the Lease by providing sixty (60) days written notice to Lessee.

ARTICLE II RENT

Lessee agrees to pay to Lessor as rental for the use and occupancy of the Plant Site under this Ground Lease the sum of TEN AND NO/100 (\$10.00) DOLLARS per year, due on the date of the initial commencement date hereof and thereafter on each anniversary date.

ARTICLE III TAXES

All real estate taxes accruing on the Plant Site after the commencement date hereof, if any, shall be paid when due and prior to delinquency by the Lessor.

ARTICLE IV UTILITIES

Lessee shall pay or cause to be paid, as part of its right of occupancy hereunder, all charges for electricity, gas and any and all other utilities used on the Plant Site throughout the lease term hereof. Lessor shall pay or cause to be paid all costs required to bring utilities to the Plant Site that are necessary to install and operate the Plant.

ARTICLE V USE OF REAL PROPERTY AND CONSTRUCTION OF IMPROVEMENTS

It is understood and agreed that the primary purpose for which the Plant Site has been leased is for the construction and operation of a reclaimed water production facility. Lessee shall have no right to alter or change such use, except with the written consent of Lessor. The Plant Site will be used in compliance with applicable law and the Wastewater Agreement, as same may be amended from time to time.

ARTICLE VI REPAIRS, MAINTENANCE AND RESTORATION Lessee's Duty to Repair

Lessee shall keep and maintain, at its sole cost and expense, the Plant Site and all buildings and improvements now or hereafter built or placed thereon in good order and repair, and Lessee shall bear the full risk of loss for damages to any structure and all personal property located or placed on the Plant Site. Further, Lessee will be responsible for complying with all environmental laws and regulations applicable to the Plant Site and remediating any non-complying environmental condition which is caused by Lessee's occupation and use of the Plant Site.

**ARTICLE VII
ASSIGNMENT AND SUBLEASE**

Lessee shall not sell or assign its leasehold estate or other rights under the Lease in whole or in part, nor shall it sublet the Plant Site or any portion thereof or any portion of any building now or later erected on said Plant Site, except with the written consent of Lessor. Any attempt to do the foregoing without the prior written consent of Lessor is void and of no effect. Consent by Lessor pursuant to this provision shall not be deemed, construed or held to be consent to any additional assignment or subletting, but each successive act shall require similar consent of Lessor. Lessor may, at its option, convey the Plant Site and this Lease to a third party, including Hays Municipal Utility District No. 7 or any Municipal Utility District created from, under or in substitution therefor.

**ARTICLE VIII
DEFAULT AND REMEDIES**

Should Lessee default in the performance of any covenant, condition, or agreement in this Lease, and such default is not corrected within sixty (60) days after receipt of written notice from Lessor to specifying the default, Lessor shall have the right to seek specific performance of this Lease, and Lessor shall receive its reasonable legal fees and expenses incurred for enforcement of this Lease.

**ARTICLE IX
WARRANTIES**

Lessor represents and warrants that it is the owner in fee simple absolute of the Plant Site, subject only to recorded covenants, conditions, restrictions, mortgages, easements, and other matters of record. Lessor warrants and represents that it has full authority to execute the Lease and grant the leasehold set forth herein.

**ARTICLE X
GENERAL PROTECTIVE PROVISIONS**

No Waiver

10.01 No waiver by the parties of any default or breach of any covenants, conditions, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

Unlawful Use Clause

10.02 Lessee and Lessor agree not to use the Plant Site or any structure placed upon said premises or any part thereof, for any use or purpose in violation of any valid and applicable law, regulation or ordinance of the United States, the State of Texas, or other lawful authority having jurisdiction over the Plant Site.

Hazard and Property Insurance

10.03 Lessee shall keep the Plant Site and all buildings and improvements now or hereafter built or placed thereon insured against all hazards in such insurance companies licensed and authorized to do business in Texas, in amounts not less than the full replacement value of all the buildings and improvements situated or later to become situated upon the Plant Site. Lessee shall also comply with the additional insurance requirements under the Wastewater Agreement.

Liability Insurance

10.04 Following installation of the Plant, Lessee shall maintain liability insurance on the Plant Site up to the limits of Lessee's liability under the Texas Tort Claims Act. Lessee shall also comply with the additional insurance requirements under the Wastewater Agreement.

Parties Bound

10.05 This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Texas Law to Apply

10.06 This Lease shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performed in Hays County, Texas.

Legal Construction

10.07 In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Amendment

10.08 No amendment, modification, or alternation of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by Lessee and Lessor.

Rights and Remedies Cumulative

10.09 The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Attorney's Fees

10.10 In the event that an action is brought by any party to this Lease to protect or enforce its rights hereunder, then the non-prevailing party shall pay the reasonable attorney's fees of the prevailing party in addition to any other relief obtained.

Counterparts; Electronic Signatures

10.11 This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of the counterparts together shall constitute one and the same instrument. The parties intend that signatures electronically transmitted constitute original signatures, and that an electronically transmitted copy of this Lease containing the signatures of all the parties, whether in a single document or counterparts of the same document, is binding upon the parties.

Notices

10.12 Any and all notices and demands by or from Lessor to Lessee, or by or from Lessee to Lessor, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally, by overnight courier or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given five (5) days after mailing or upon receipt, whichever is sooner. Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address, shall not become effective, however, until the actual receipt thereof by the other party.

To Lessor: Double L Development, LLC
1600 West Loop South, Suite 2600
Houston, Texas 77027
Attn: David Cannon
Phone: (713) 623-2466
Email: dcannon@trenddevelopment.com

with copies to: Rice & Associates, P.C.
5615 Kirby Drive Suite 810
Houston, Texas 77005
Attn: Robin A. Rice
Phone: (713) 655-9090
Email: rarice@rice-law.com

To Lessee: City of Dripping Springs
Attn: City Administrator
P.O. Box 384
Dripping Springs, TX 78620

with copies to: City of Dripping Springs
Attn: City Attorney
P.O. Box 384
Dripping Springs, TX 78620

Entry by Lessor

10.13 Lessor hereby reserves the right for Lessor, its successors and assigns, and their agents, representatives and contractors, to enter upon and have access to the Plant Site to inspect the Plant Site, to fulfill obligations under the Wastewater Agreement as may be necessary, requisite, convenient or appropriate in order to install, construct, expand, or modify facilities located on the Plant Site, including the Plant, and for any reason Lessor deems reasonably necessary in connection with this Lease.

ARTICLE XI Easement

Lessor and Lessee acknowledge and agree that a buffer zone around the Plant and an effluent pond is required for the Plant. The parties, therefore, agree to enter into an easement of the appropriate width for the design of the Plant with terms restricting the use of the easement area as a buffer zone and effluent pond to the extent required to comply with any applicable laws and regulations. The terms of the easement will provide that the easement will terminate in the event this Lease expires or is terminated and/or if the Plant Site ceases to be used as a reclaimed water production facility as permitted by the terms of this Lease. Further, if Lessee assigns this Lease, to the extent such assignment is permitted, then the rights to use the easement will also be assigned to the assignee by Lessee.

[Remainder of this page intentionally left blank]

THIS GROUND LEASE has been executed by the parties on this _____ day of _____, 2022, effective the date and year first above written.

LESSOR

DOUBLE L DEVELOPMENT, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2022, by _____, Manager of Double L Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

(NOTARY SEAL)

LESSEE

CITY OF DRIPPING SPRINGS

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2022,
by _____ of _____ on
behalf of said City.

Notary Public in and for the State of Texas

(NOTARY SEAL)

SCHEDULE OF EXHIBITS

Exhibit A – Description of Plant Site

LEGAL DESCRIPTION

FIELD NOTES FOR A 2.026 ACRE TRACT OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148, HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 1,240.674 ACRE TRACT OF LAND AS CONVEYED TO LL RANCH INVESTMENTS, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 19035342 OF THE RECORDS OF HAYS COUNTY, TEXAS; SAID 2.026 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a TxDOT Type I Monument found on the east right-of-way line of Ranch Road 12 (100' wide right-of-way), being on the west line of the above described LL Ranch Investments 1,240.674 acre tract; Thence, departing the east right-of-way line of said Ranch Road 12, over and across said LL Ranch Investments remainder tract, S 85°08'26" E a distance of 713.77 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 59°47'30" W a distance of 61.67 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 5°16'26" E a distance of 278.32 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 13°55'57" W a distance of 26.54 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 44°03'45" W a distance of 30.26 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 81°55'14" W a distance of 121.19 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 36°12'20" W a distance of 19.27 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 4°44'12" E a distance of 126.28 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 39°57'11" W a distance of 28.47 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 71°36'09" W a distance of 28.76 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 85°13'44" W a distance of 51.49 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 56°19'46" E a distance of 68.26 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 65°27'56" E a distance of 48.78 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 88°21'22" E a distance of 43.68 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 84°37'59" E a distance of 53.92 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 79°46'34" E a distance of 71.69 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 75°57'58" E a distance of 67.26 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 81°13'52" E a distance of 45.78 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 68°11'15" E a distance of 42.96 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the north east corner of the herein described tract, from which a TxDOT Type I Monument found on the east right-of-way-line of said Ranch Road 12 bears N 11°46'54" E a distance of 1,384.25 feet;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 24°40'27" W a distance of 134.05 feet to a calculated angle point;

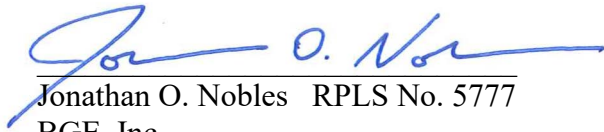
THENCE, continuing over and across said LL Ranch Investments remainder tract, S 21°27'25" W a distance of 163.96 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 10°47'57" W a distance of 78.26 feet to a calculated angle point;

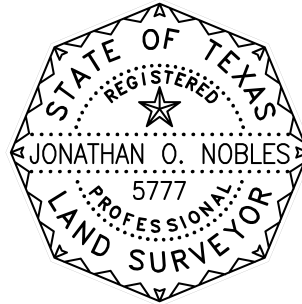
THENCE, continuing over and across said LL Ranch Investments remainder tract, S 7°00'39" W a distance of 110.66 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 1°39'22" W a distance of 81.97 feet to the **POINT OF BEGINNING** and containing 2.026 acres of land, more or less

I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.



Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm No. 10106502

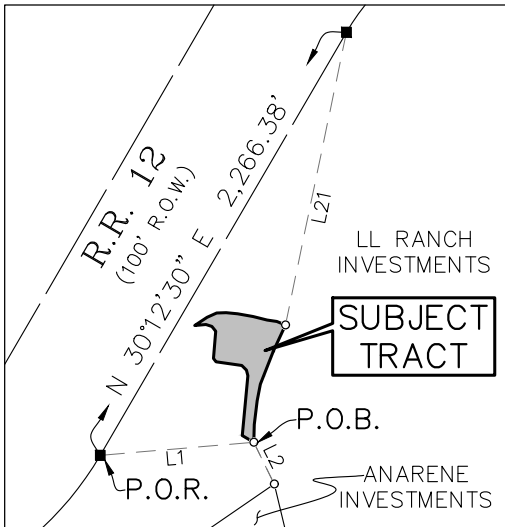


9/19/2022

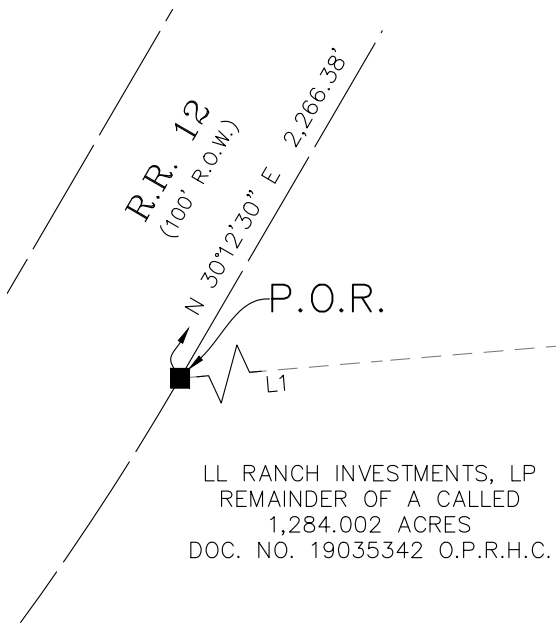
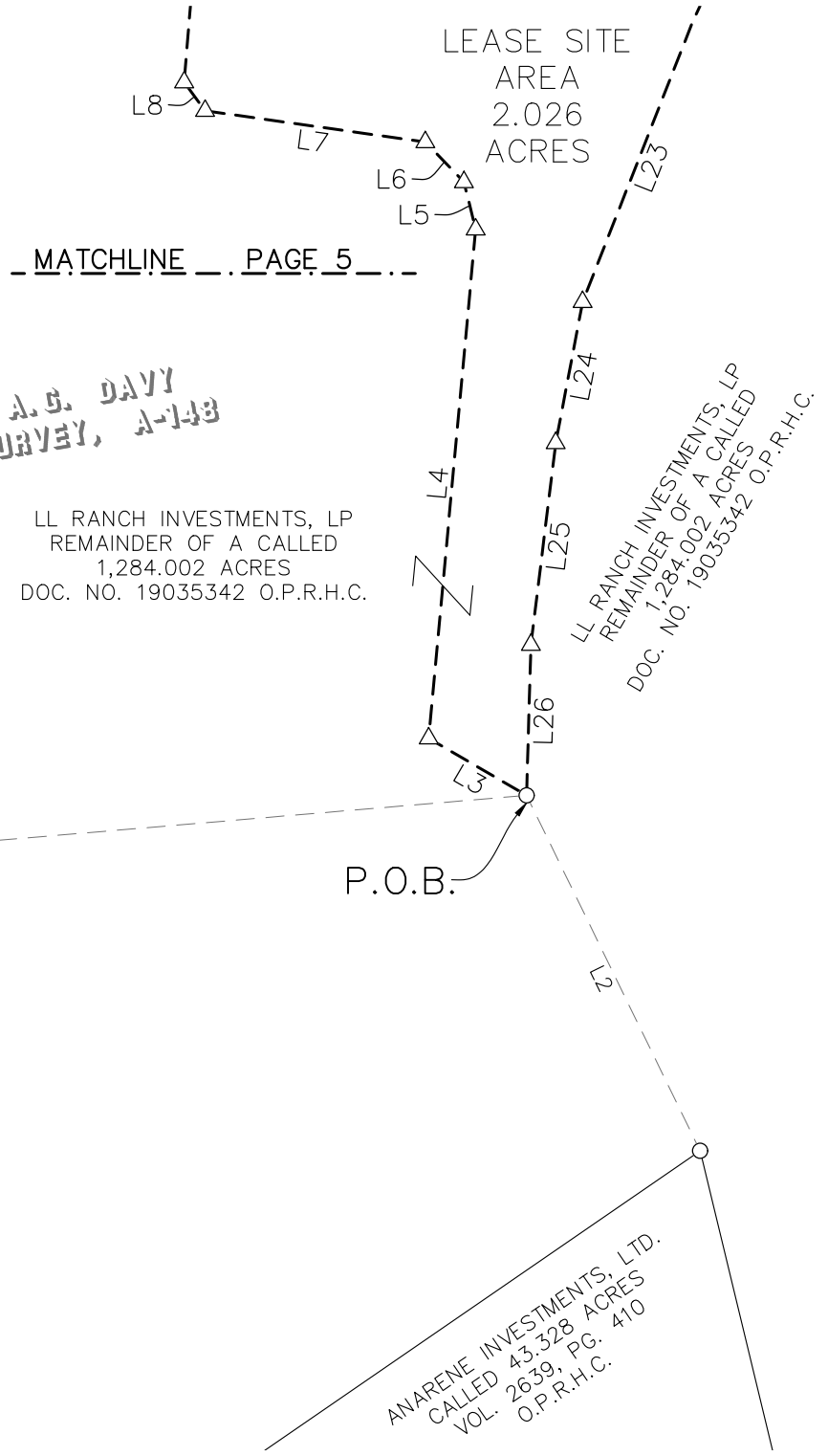
Date

Date: September 19, 2022
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



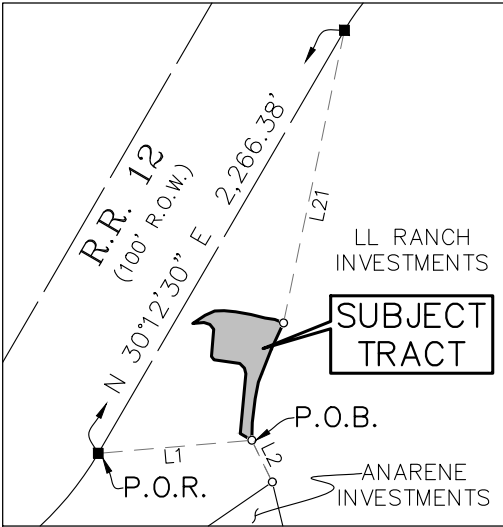
LOCATION DETAIL
NOT TO SCALE



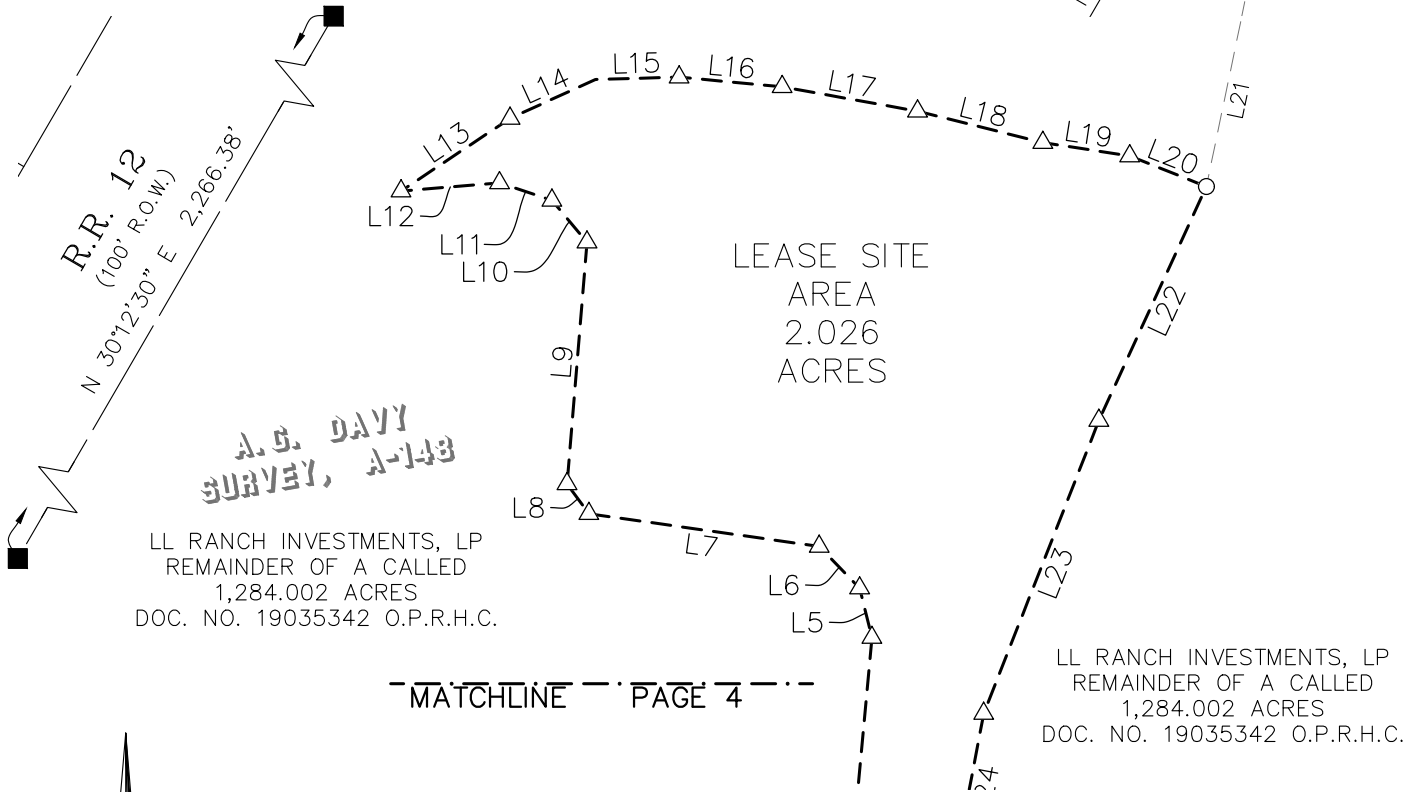
BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=100'	
SHEET	4
OF	6
224	

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



LOCATION DETAIL
NOT TO SCALE



LL RANCH INVESTMENTS, LP
REMAINDER OF A CALLED
1,284.002 ACRES
DOC. NO. 19035342 O.P.R.H.C.

LL RANCH INVESTMENTS, LP
REMAINDER OF A CALLED
1,284.002 ACRES
DOC. NO. 19035342 O.P.R.H.C.

MATCHLINE PAGE 4



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=100'

SHEET 5

OF 6

225

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 85°08'26" E	713.77'
L2	S 26°02'13" E	215.36'
L3	N 59°47'30" W	61.67'
L4	N 05°16'26" E	278.32'
L5	N 13°55'57" W	26.54'
L6	N 44°03'45" W	30.26'
L7	N 81°55'14" W	121.19'
L8	N 36°12'20" W	19.27'
L9	N 04°44'12" E	126.28'
L10	N 39°57'11" W	28.47'
L11	N 71°36'09" W	28.76'
L12	S 85°13'44" W	51.49'
L13	N 56°19'46" E	68.26'
L14	N 65°27'56" E	48.78'
L15	N 88°21'22" E	43.68'
L16	S 84°37'59" E	53.92'
L17	S 79°46'34" E	71.69'
L18	S 75°57'58" E	67.26'
L19	S 81°13'52" E	45.78'
L20	S 68°11'15" E	42.96'
L21	N 11°46'54" E	1,384.25'
L22	S 24°40'27" W	134.05'
L23	S 21°27'25" W	163.96'
L24	S 10°47'57" W	78.26'
L25	S 07°00'39" W	110.66'
L26	S 01°39'22" W	81.97'

LEGEND

- DOC. DOCUMENT
- NO. NUMBER
- O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- FOUND TXDOT TYPE I MONUMENT
- SET 1/2" IRON ROD WITH CAP STAMPED "BGE INC"
- △ CALCULATED POINT



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 TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=100'	
SHEET	6
OF	6
226	

Easement Tract) from utilizing any portion of the Easement Tract for residential uses. Grantee agrees that it shall consider any future requests by Grantor to modify the location, size, or boundaries of the Easement Tract and shall not unreasonably deny or delay consent to such request for modification so long as the Easement Tract, as proposed to be modified, will continue to (i) satisfy all utility purposes for which Grantee requires the Easement in connection with the reclaimed water production facility, and (ii) allow Grantee to operate its reclaimed water production facility in a manner that complies with all rules and requirements of the TCEQ or its successor, and those of any other governmental agency with jurisdiction. The Easement shall automatically terminate if, following commencement of operation of the reclaimed water production facility, Grantee ceases to use the Plant Site for reclaimed water production purposes or if the Ground Lease between Grantor and Grantee, as same may be amended from time to time, expires or is terminated in accordance with its terms. In such event, upon Grantor's request, Grantee agrees to promptly execute and deliver to Grantor an abandonment of this Easement in recordable form.

Grantor reserves all oil, gas, and other minerals in, on, or under the Easement Tract, but waives all right to use the surface of the Easement Tract for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, or other minerals from and under the Easement Tract by directional drilling or other means that does not interfere with or disturb the surface of the Easement Tract or Grantee's use of the Easement Tract for the purposes set forth herein.

This conveyance is further made subject to any and all restrictions, covenants, easements, rights-of-way, encumbrances, and mineral or royalty reservations or interests affecting the Easement Tract and appearing of record in the Official Public Records of Hays County, Texas, to the extent the same are in effect and validly enforceable against the Easement Tract (the "Permitted Encumbrances"); provided, however, to the extent that Grantor has the ability to enforce any of the Permitted Encumbrances, Grantor will not do so in a manner that would unreasonably prejudice or interfere with Grantee's exercise of its rights in the Easement and use of the Easement Tract for the purposes set forth herein.

TO HAVE AND TO HOLD the Easement, together with, all and singular, the rights and appurtenances thereto in any wise belonging, including all necessary rights to ingress, egress, and regress, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Easement and right-of-way and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

The covenants and agreements contained herein shall run with the land and shall inure to the benefit of and shall be binding upon Grantor and Grantee and their respective successors and assigns.

The prevailing party in any suit, action, or other proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be entitled to recover its reasonable attorneys' fees from the other party.

The individual signing this instrument on behalf of Grantor represents that he/she has the requisite authority to bind Grantor.

Neither party's failure to insist on strict performance of any part of this instrument shall be construed as a waiver of the performance in any other instance.

This instrument shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to conflict of laws, principles, and venue for any suit, action, or proceeding instituted in connection with any controversy arising out of this instrument or the Easement shall be the state courts situated in Hays County, Texas.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is P.O. Box 384, Dripping Springs, Texas 78620, Attn: City Administrator.

[Signature pages follow this page.]

EXECUTED this ____ day of _____, 2022.

GRANTOR:

DOUBLE L DEVELOPMENT, LLC
a Texas limited liability company

By: _____
David A. Cannon, Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022, by David A. Cannon, Manager of Double L Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

(NOTARY SEAL)

Notary Public, State of Texas

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

CITY OF DRIPPING SPRINGS, TEXAS

By: _____

Name: Bill Foulds,

Title: Mayor, City of Dripping Springs, Texas

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Bill Foulds, Mayor of the City of Dripping Springs, Texas, on behalf of said city.

(NOTARY SEAL)

Notary Public, State of Texas

Attachments:

Exhibit A – Description of the Easement Tract

Exhibit B – Sketch of the Easement Tract

Exhibit C – Description of Plant Site

After recording, please return to:

LEGAL DESCRIPTION

FIELD NOTES FOR A 5.113 ACRE TRACT OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148, HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 1,240.674 ACRE TRACT OF LAND AS CONVEYED TO LL RANCH INVESTMENTS, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 19035342 OF THE RECORDS OF HAYS COUNTY, TEXAS; SAID 5.113 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a TxDOT Type I Monument found on the east right-of-way line of Ranch Road 12 (100' wide right-of-way), being on the west line of the above described LL Ranch Investments 1,240.674 acre tract; Thence, with the east right-of-way line of said Ranch Road 12, N 30°12'30" E a distance of 410.09 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing with the east right-of-way line of said Ranch Road 12, N 30°12'30" E a distance of 278.59 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the northwest corner of the herein described tract, from which a TxDOT Type I Monument found on the east right-of-way line of said Ranch Road 12 bears, N 30°12'30" E a distance of 1,577.70 feet;

THENCE, departing the east right-of-way line of said Ranch Road 12, over and across said LL Ranch Investments remainder tract, S 84°59'55" E a distance of 9.55 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 85°13'44" E a distance of 82.49 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 56°19'46" E a distance of 68.26 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 65°27'56" E a distance of 48.78 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 88°21'22" E a distance of 43.68 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 84°37'59" E a distance of 53.92 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 79°46'34" E a distance of 71.69 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 75°57'58" E a distance of 67.26 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 81°13'52" E a distance of 45.78 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 68°11'15" E a distance of 42.96 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the northeast corner of the herein described tract;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 24°40'27" W a distance of 134.05 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 21°27'25" W a distance of 163.96 feet to a calculated angle point;

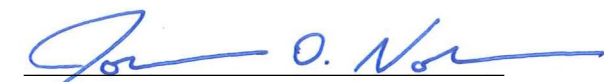
THENCE, continuing over and across said LL Ranch Investments remainder tract, S 10°47'57" W a distance of 78.26 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 7°00'39" W a distance of 110.66 feet to a calculated angle point;

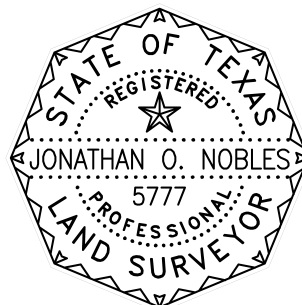
THENCE, continuing over and across said LL Ranch Investments remainder tract, S 1°39'22" W a distance of 81.97 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE INC" set at the north corner of a called 43.328 acre tract of land as conveyed to Anarene Investments, Ltd and described in Document Number 19035342 of the Official Public Records Hays County, Texas bears S 26°02'13" E a distance of 215.36 feet;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 59°47'30" W a distance of 584.20 feet to the **POINT OF BEGINNING** and containing 5.113 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.


Jonathan O. Nobles RPLS No. 5777
BGE, Inc.

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Austin, Texas 78728
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm No. 10106502



9/19/2022

Date

Date: September 19, 2022
Project No.: 5955-00

EXHIBIT B

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

Item 10.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 30°12'30" E	410.09'
L2	N 30°12'30" E	278.59'
L3	N 30°12'30" E	1,577.70'
L4	S 84°59'55" E	9.55'
L5	N 85°13'44" E	82.49'
L6	N 56°19'46" E	68.26'
L7	N 65°27'56" E	48.78'
L8	N 88°21'22" E	43.68'
L9	S 84°37'59" E	53.92'
L10	S 79°46'34" E	71.69'
L11	S 75°57'58" E	67.26'
L12	S 81°13'52" E	45.78'
L13	S 68°11'15" E	42.96'
L14	S 24°40'27" W	134.05'
L15	S 21°27'25" W	163.96'
L16	S 10°47'57" W	78.26'
L17	S 07°00'39" W	110.66'
L18	S 01°39'22" W	81.97'
L19	S 26°02'13" E	215.36'
L20	N 59°47'30" W	584.20'

LEGEND

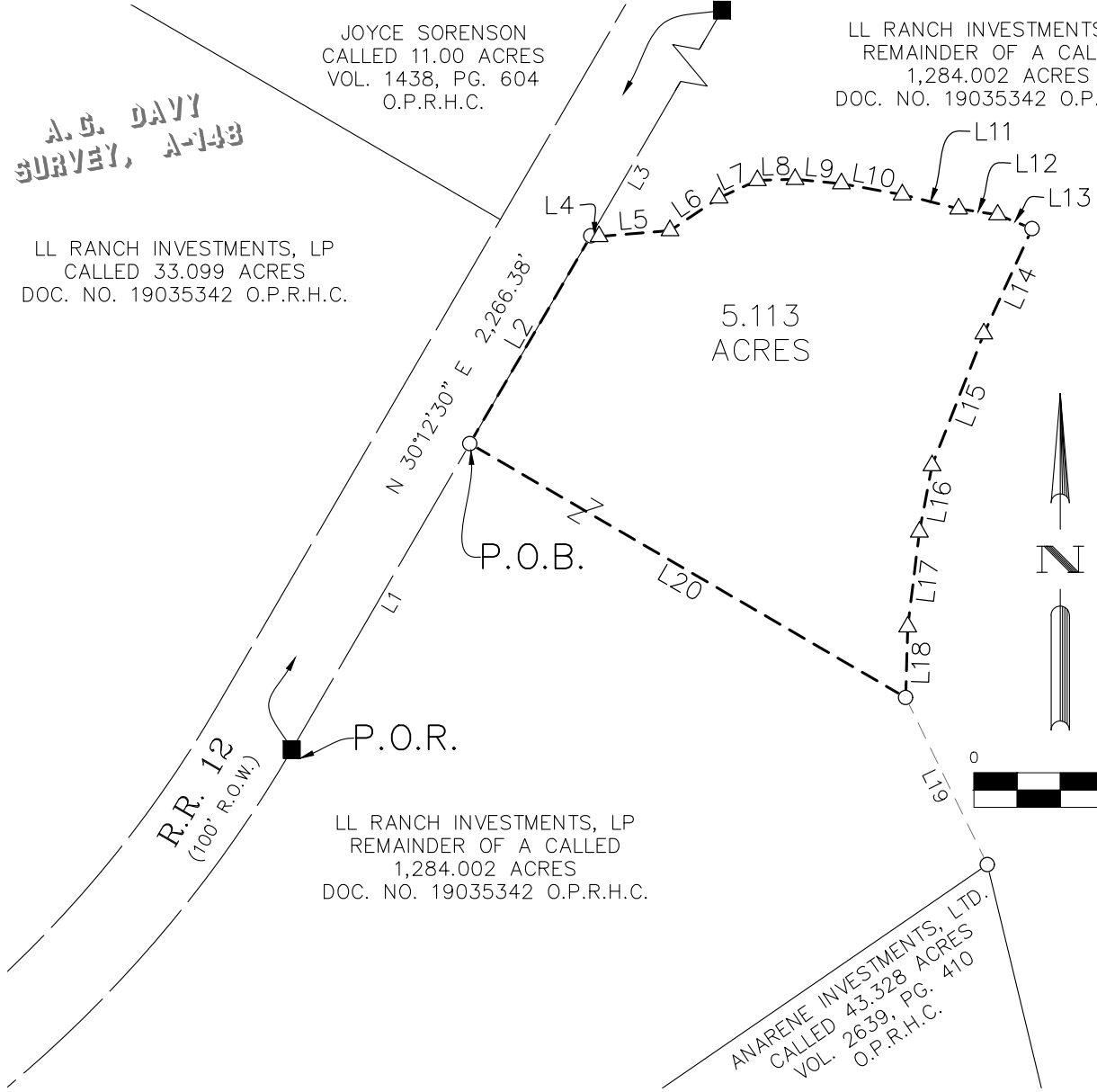
- DOC. NO. DOCUMENT NUMBER
- O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- FOUND TXDOT TYPE I MONUMENT
- SET 1/2" IRON ROD WITH CAP STAMPED "BGE INC"
- △ CALCULATED POINT

A.G. DAVY SURVEY, A-143

LL RANCH INVESTMENTS, LP
CALLED 33.099 ACRES
DOC. NO. 19035342 O.P.R.H.C.

JOYCE SORENSON
CALLED 11.00 ACRES
VOL. 1438, PG. 604
O.P.R.H.C.

LL RANCH INVESTMENTS, LP
REMAINDER OF A CALLED
1,284.002 ACRES
DOC. NO. 19035342 O.P.R.H.C.



LL RANCH INVESTMENTS, LP
REMAINDER OF A CALLED
1,284.002 ACRES
DOC. NO. 19035342 O.P.R.H.C.

ANARENE INVESTMENTS, LTD.
CALLED 43.328 ACRES
VOL. 2639, PG. 410
O.P.R.H.C.



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=200'

SHEET 3

OF 3

235

LEGAL DESCRIPTION

FIELD NOTES FOR A 2.026 ACRE TRACT OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148, HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 1,240.674 ACRE TRACT OF LAND AS CONVEYED TO LL RANCH INVESTMENTS, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 19035342 OF THE RECORDS OF HAYS COUNTY, TEXAS; SAID 2.026 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for POINT OF REFERENCE at a TxDOT Type I Monument found on the east right-of-way line of Ranch Road 12 (100' wide right-of-way), being on the west line of the above described LL Ranch Investments 1,240.674 acre tract; Thence, departing the east right-of-way line of said Ranch Road 12, over and across said LL Ranch Investments remainder tract, S 85°08'26" E a distance of 713.77 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 59°47'30" W a distance of 61.67 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 5°16'26" E a distance of 278.32 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 13°55'57" W a distance of 26.54 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 44°03'45" W a distance of 30.26 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 81°55'14" W a distance of 121.19 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 36°12'20" W a distance of 19.27 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 4°44'12" E a distance of 126.28 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 39°57'11" W a distance of 28.47 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 71°36'09" W a distance of 28.76 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 85°13'44" W a distance of 51.49 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 56°19'46" E a distance of 68.26 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 65°27'56" E a distance of 48.78 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, N 88°21'22" E a distance of 43.68 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 84°37'59" E a distance of 53.92 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 79°46'34" E a distance of 71.69 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 75°57'58" E a distance of 67.26 feet to a calculated angle point;

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THENCE, continuing over and across said LL Ranch Investments remainder tract, S 24°40'27" W a distance of 134.05 feet to a calculated angle point;

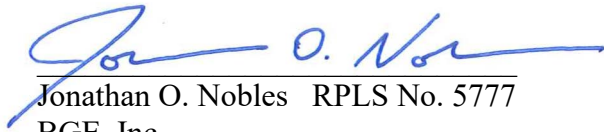
THENCE, continuing over and across said LL Ranch Investments remainder tract, S 21°27'25" W a distance of 163.96 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 10°47'57" W a distance of 78.26 feet to a calculated angle point;

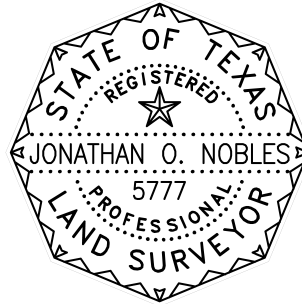
THENCE, continuing over and across said LL Ranch Investments remainder tract, S 7°00'39" W a distance of 110.66 feet to a calculated angle point;

THENCE, continuing over and across said LL Ranch Investments remainder tract, S 1°39'22" W a distance of 81.97 feet to the **POINT OF BEGINNING** and containing 2.026 acres of land, more or less

I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.



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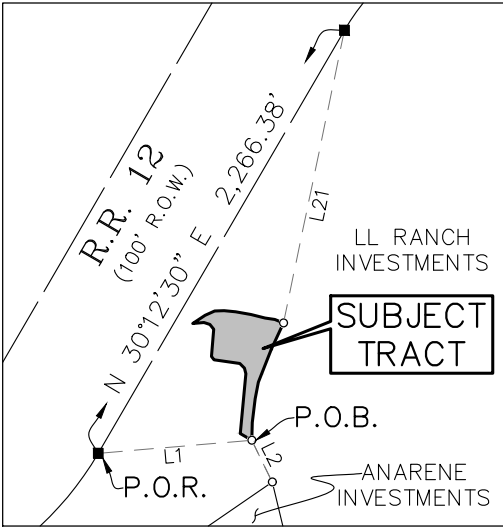


9/19/2022

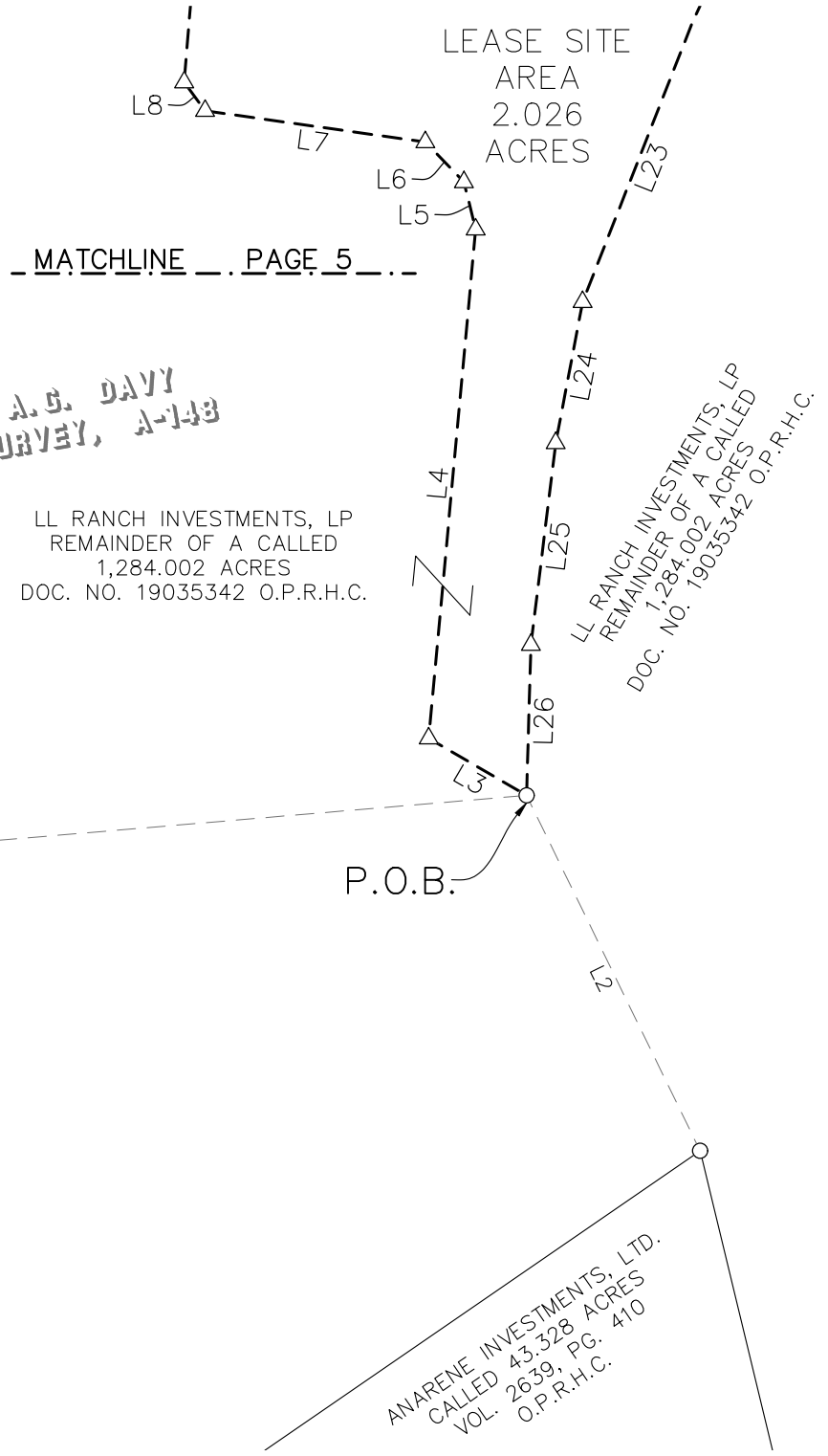
Date

Date: September 19, 2022
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



LOCATION DETAIL
NOT TO SCALE



**A.G. DAVY
SURVEY, A-143**

LL RANCH INVESTMENTS, LP
REMAINDER OF A CALLED
1,284.002 ACRES
DOC. NO. 19035342 O.P.R.H.C.

LL RANCH INVESTMENTS, LP
REMAINDER OF A CALLED
1,284.002 ACRES
DOC. NO. 19035342 O.P.R.H.C.

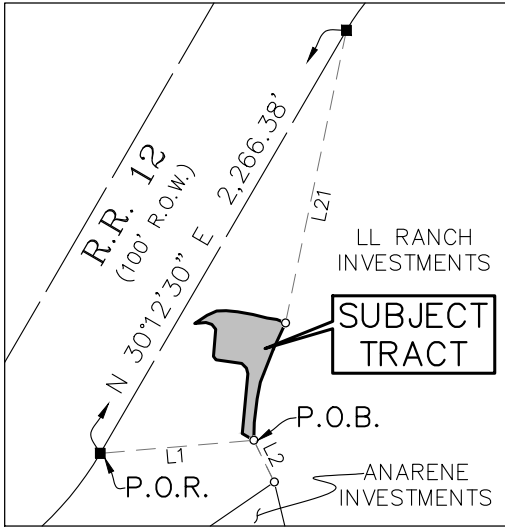
ANARENE INVESTMENTS, L.P.
CALLED 43.328 ACRES
VOL. 2639, PG. 410
O.P.R.H.C.



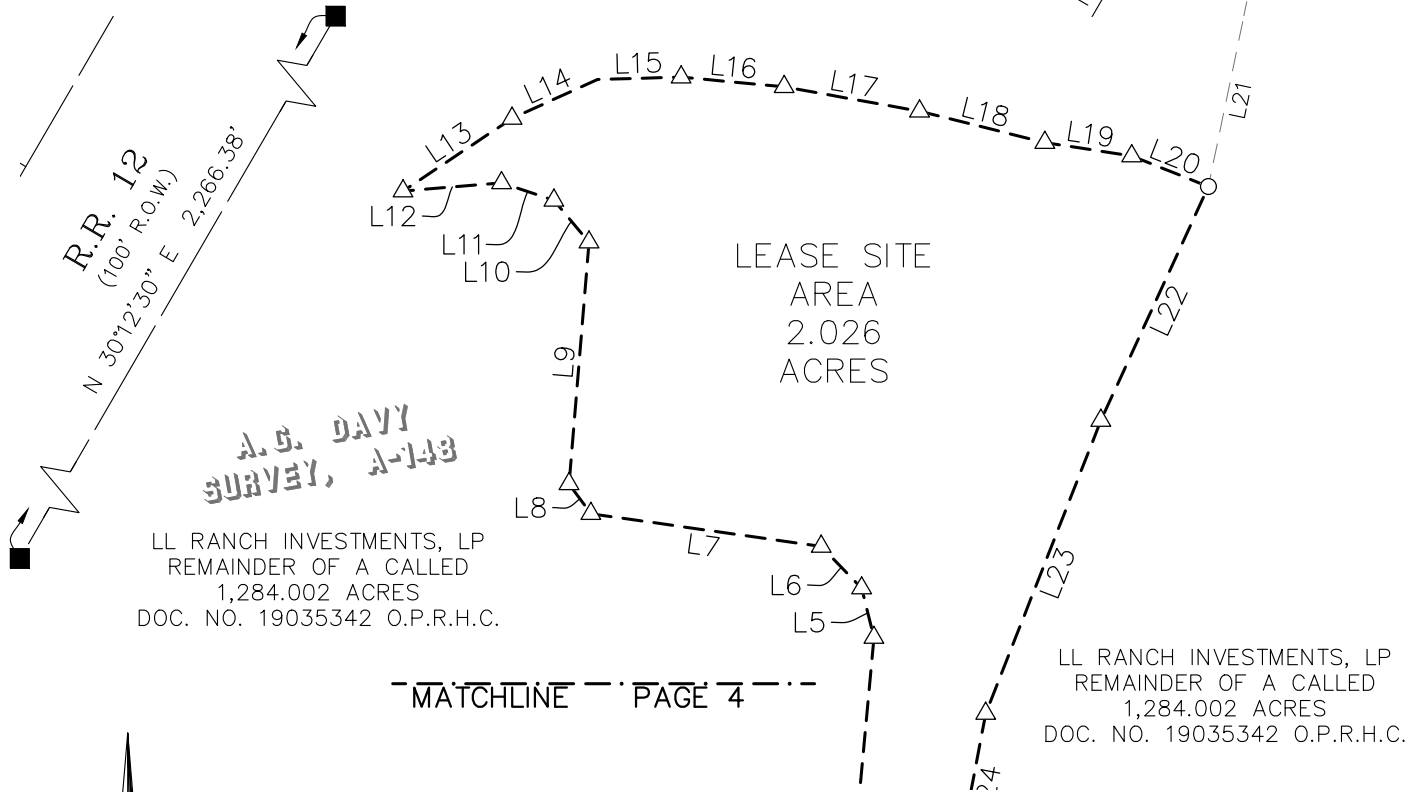
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SCALE: 1"=100'
SHEET 4
OF 6
239

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



LOCATION DETAIL
NOT TO SCALE



BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=100'

SHEET 5

OF 6

240

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 85°08'26" E	713.77'
L2	S 26°02'13" E	215.36'
L3	N 59°47'30" W	61.67'
L4	N 05°16'26" E	278.32'
L5	N 13°55'57" W	26.54'
L6	N 44°03'45" W	30.26'
L7	N 81°55'14" W	121.19'
L8	N 36°12'20" W	19.27'
L9	N 04°44'12" E	126.28'
L10	N 39°57'11" W	28.47'
L11	N 71°36'09" W	28.76'
L12	S 85°13'44" W	51.49'
L13	N 56°19'46" E	68.26'
L14	N 65°27'56" E	48.78'
L15	N 88°21'22" E	43.68'
L16	S 84°37'59" E	53.92'
L17	S 79°46'34" E	71.69'
L18	S 75°57'58" E	67.26'
L19	S 81°13'52" E	45.78'
L20	S 68°11'15" E	42.96'
L21	N 11°46'54" E	1,384.25'
L22	S 24°40'27" W	134.05'
L23	S 21°27'25" W	163.96'
L24	S 10°47'57" W	78.26'
L25	S 07°00'39" W	110.66'
L26	S 01°39'22" W	81.97'

LEGEND

- DOC. DOCUMENT
- NO. NUMBER
- O.P.R.H.C. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- FOUND TXDOT TYPE I MONUMENT
- SET 1/2" IRON ROD WITH CAP STAMPED "BGE INC"
- △ CALCULATED POINT



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SCALE: 1"=100'	
SHEET	6
OF	6
241	



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: 10/18/2022

Agenda Item Wording: **Discuss and Consider Approval of a Ground Lease Agreement with Double L/Anarene for Utility Facilities.** *Sponsor: Mayor Bill Foulds Jr.*

Agenda Item Requestor:

Summary/Background: The Anarene Wastewater Utility Agreement provides for wastewater facilities onsite at the Anarene subdivision. The facilities will be owned and operated by the City. The ground lease agreement provides the land necessary for the developer to install the facilities. The lease cost is \$10.00 per year. The developer is responsible for getting all necessary utilities to the site.

**Commission
 Recommendations:**

**Recommended
 Council Actions:** Staff recommends approval

Attachments:

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

Project Status Report

Permits Created From 8/31/2022 to 10/12/2022

Generated 10/12/2022 1:06:04 PM

Item 11.

Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
2022-90	Closed	, Streets and ROW Maint, TX 78620	Street and ROW Maint. (Sept. WO's)	18494075	N/A	Street/Roads	Work Planned	Completed	Riley Sublett	09/28/2022
				18494080	N/A	Street/Roads	Work Planned	Completed	Johnathon Hill	09/13/2022
				18595753	N/A	Street/Roads	Work Planned	New	Sonny Garza	
				18496500	N/A	Street/Roads	Work Planned	Completed	Riley Sublett	09/08/2022
				18595679	N/A	Street/Roads	Work Planned	Completed	Riley Sublett	09/28/2022
				18595731	N/A	Street/Roads	Work Planned	Completed	Johnathon Hill	09/29/2022
2022-91	Open	511 Mercer St., City Hall, TX 78620	City Hall (Sept. WO's)	18488263	N/A	N/A	Work Planned	Completed	Jim Bass	09/08/2022
				18494207	N/A	N/A	Work Planned	Completed	Jim Bass	09/14/2022
				18596209	N/A	N/A	Work Planned	New	Johnathon Hill	
				18596225	N/A	N/A	Work Planned	New	Sonny Garza	
				18496515	N/A	N/A	Work Planned	Completed	Riley Sublett	09/08/2022
				18496056	N/A	N/A	Work Planned	Completed	Jim Bass	09/09/2022
				18520422	N/A	N/A	Work Planned	Completed	Jim Bass	09/14/2022
2022-92	Closed	419 Founders Park Rd., Founders Park, TX 78620	Founders Park (Sept. WO's)	18595610	N/A	Parks	Work Planned	New	Riley Sublett	
				18488062	N/A	Parks	Work Planned	Completed	Riley Sublett	09/08/2022

2022-92	Closed	419 Founders Park Rd., Founders Park, TX 78620	Founders Park (Sept. WO's)	18496001	N/A	Parks	Work Planned	Completed	Riley Sublett	09/19/2022
				18517739	N/A	Parks	Work Planned	Completed	Riley Sublett	09/20/2022
				18595587	N/A	Parks	Work Planned	Completed	Riley Sublett	09/29/2022
2022-93	Open	27148 RR12, Sports and Rec Park, TX 78620	Sports and Rec Park (Sept. WO's)	18595898	N/A	Parks	Work Planned	New	Riley Sublett	
2022-94	Open	151 Mercer St., VMP/Triangle, TX 78620	VMP/Triangle (Sept. WO's)	No Work Orders on Project	N/A	Parks				
2022-95	Closed	1042 Event Center Dr., Ranch House, TX 78620	Ranch House (Sept. WO's)	18551299	N/A	N/A	Work Planned	Completed	Riley Sublett	09/20/2022
2022-96	Closed	1042 Event Center Dr., Dripping Springs Ranch Park, TX 78620	DSRP (Sept. WO's)	18529761	N/A	Parks	Work Planned	New	Craig Rice	
				18595561	N/A	Parks	Work Planned	Completed	Riley Sublett	09/29/2022
2022-97	Closed	22690 Rm150, Charro Park, TX 78620	Charro Park (Sept. WO's)	18517860	N/A	Parks	Work Planned	Completed	Riley Sublett	09/28/2022
2022-98	Closed	, Fleet and Equipment, TX 78620	Fleet and Equipment (Sept. WO's)	18474808	N/A	N/A	Work Planned	Completed	Riley Sublett	09/07/2022
				18496029	N/A	N/A	Work Planned	Completed	Johnathon Hill	09/08/2022
				18503863	N/A	N/A	Work Planned	Completed	Riley Sublett	09/12/2022
				18529864	N/A	N/A	Work Planned	Completed	Riley Sublett	09/20/2022
				18560655	N/A	N/A	Work Planned	Completed	Riley Sublett	09/22/2022
2022-99	Closed	101 Old Fitzhugh, Stephenson Bldg, TX 78620	Stephenson Bldg (Sept. WO's)	18521533	N/A	N/A	Work Planned	Completed	Jim Bass	09/14/2022

Item 11.

2022-100	Open	23127 W. 150, South Regional Water Reclamation Facility, TX 78620	South Regional Water Reclamation Facility (Sept. WO's)	No Work Orders on Project	N/A	N/A				<div data-bbox="1913 66 2032 126" style="border: 1px solid black; padding: 2px; text-align: center;">Item 11.</div>
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City of Dripping Springs

Project and Work Order Report

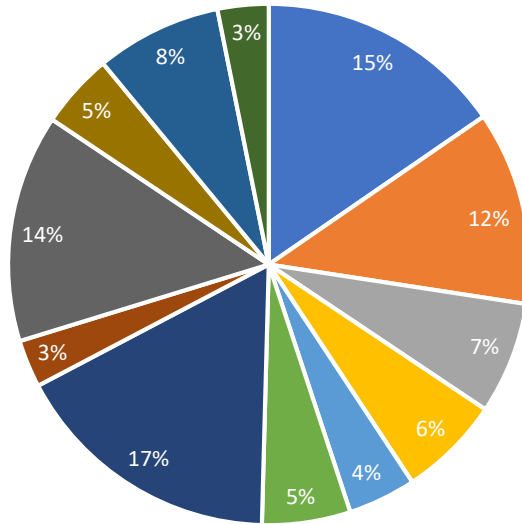
September 2022

Project and Work Order Report				
October 2021 - September 2022				
Project Description	# of WO's	Hours Documented	% of Fiscal Year 2022 WO's	% of Fiscal Year 2022 WO Hours
Street and ROW Maint.	73	241.75	15%	16%
City Hall	57	140.5	12%	9%
Founders Park	33	133	7%	9%
Sports and Rec Park	30	134	6%	9%
VMP/Triangle	20	52	4%	3%
Ranch House	26	48	5%	3%
DSRP	80	290.75	17%	19%
Charro Park	14	32	3%	2%
Fleet and Equipment	67	224.5	14%	15%
Stephenson Bldg	22	73	5%	5%
South Regional Water Reclamation Facility	37	54.5	8%	4%
Founders Day	15	74.25	3%	5%
FY2022 Totals	474	1498.25	100%	100%

Totals as of October 1, 2022

% of FY22 WO's

- Street and ROW Maint.
- City Hall
- Founders Park
- Sports and Rec Park
- VMP/Triangle
- Ranch House
- DSRP
- Charro Park
- Fleet and Equipment
- Stephenson Bldg
- South Regional Water Reclamation Facility
- Founders Day



% of FY22 WO Hours

- Street and ROW Maint.
- City Hall
- Founders Park
- Sports and Rec Park
- VMP/Triangle
- Ranch House
- DSRP
- Charro Park
- Fleet and Equipment
- Stephenson Bldg
- South Regional Water Reclamation Facility

