



DRIPPING SPRINGS
Texas

**CITY COUNCIL WORKSHOP
& REGULAR MEETING**
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, November 15, 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
People & Communications Director Lisa Sullivan
City Secretary Andrea Cunningham
IT Director Jason Weinstock
Planning Director Howard Koontz
Senior Planner Tory Carpenter
Public Works Director Aaron Reed
Deputy Public Works Director Craig Rice
Parks & Community Services Director Andrew Binz
DSRP Program Manager Caylie Houchin
Building Official Shane Pevehouse
TIRZ Project Manager Keenan Smith

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

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

assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

WORKSHOP

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

- 1. Presentation on proposed Draft Landscape and Tree Preservation Ordinance.**

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.

- 2. Approval of the November 1, 2022, City Council regular meeting minutes.**
- 3. Approval of a Hotel Occupancy Tax Grant Program Funding Agreement between the City of Dripping Springs and the Friends of the Pound House Foundation.**
- 4. Approval of a Hotel Occupancy Tax Grant Program Funding Agreement between the City of Dripping Springs and the Dripping Springs Visitors Bureau.**
- 5. Approval of Parks & Community Services Sponsorship Program. *Sponsor: Council Member Parks.***
- 6. Approval of the October 2022 City Treasurer's Report.**
- 7. Approval of a Resolution Approving Improvements and a Maintenance Bond for the Driftwood Subdivision West Water Connection.**
- 8. Approval of a Resolution Approving Improvements and a Maintenance Bond for Driftwood Club Core Phases 1 and 2.**
- 9. Approval to authorize the City Administrator to enter into and execute a Co-Sponsorship Agreement with Ashley Tullis for the public purpose of promoting tourism and civic engagement through the Christmas on Mercer Movie Night holiday event. *Sponsor: Council Member Parks***
- 10. Approval of a Resolution Accepting Improvements and Approving and Accepting Maintenance Bond for Driftwood Club Core Phase 3 Water and Wastewater Improvements and Release of Construction Bond.**

- 11. Approval of an updated agreement with new rates for engineering services with Burgess & Niple. Sponsor: Mayor Foulds, Jr.**

BUSINESS AGENDA

- 12. Public hearing and consideration of Sign Variance Requests to allow an off-premises pole sign at 304 Mercer Street for Mercer Street Warehouse District, located at 330 Mercer Street. Applicant: Dean Erickson, Carter Core Fund.**

- a. Applicant Presentation
- b. Staff Report
- c. Public Hearing
- d. Sign Variance to allow an Off-Premises Sign
- e. Sign Variance to allow a Pole Sign

- 13. Discuss and consider approval of an Annexation Petition and direction to staff to negotiate an Annexation Agreement with owners to annex approximately 5.00 acres in the extraterritorial jurisdiction, situated in the GNRR Co Survey located at 4300 E US 290. Applicant: Daniel Besa.**

- a. Applicant Presentation
- b. Staff Report
- c. Annexation Petition

- 14. Discuss and consider approval of an Ordinance Amending Chapter 24. Building Regulations, Article 24.02. Technical and Construction Codes and Standards, Section 24.02.064. Permit Exemptions eliminating building permit requirement for sheds less than 200 square feet in area. Sponsor: Councilmember Tahuahua**

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

- 15. Discuss and consider approval of a Professional Services Agreement with Keenan Smith for Project Manager Services. Sponsor: Mayor Pro Tem Manassian.**

- 16. Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas amending the current 2021-2022 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.**

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

- 17. Discuss and consider approval of a Contract between Brightly and the City of Dripping Springs to provide software solutions for permitting, planning, and code enforcement.**

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.

18. Planning Department Report

EXECUTIVE SESSION AGENDA

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

- 19. Consultation with City Attorney related to litigation regarding the South Regional Water Reclamation Project, Wastewater Permits, Code Enforcement, and related items.** *Consultation with City Attorney, 551.071*
- 20. Deliberation regarding the appointment, employment, evaluation, reassignment, compensation, and duties of the Administrative Assistant (Receptionist), Utility Billing Clerk/Administrative Assistant, and Deputy City Secretary.** *Deliberation of Personnel Matters, 551.074*
- 21. Consultation with City Attorney related to legal issues regarding building inspections by the city's building inspection vendor.** *(551.071, Consultation with Attorney).*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

December 6, 2022, at 6:00 p.m. (CC & BOA)

December 20, 2022, at 6:00 p.m. (CC)

January 3, 2022, at 6:00 p.m. (CC & BOA)

January 17, 2022, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

November 17, 2022, Farmers Market Committee at 10:00 a.m.

November 17, 2022, Emergency Management Commission at 12:00 p.m.

November 22, 2022, Planning & Zoning Commission at 6:00 p.m.

November 28, 2022, Transportation Committee at 3:30 p.m.

December 1, 2022, Historic Preservation Commission at 4:00 p.m.

December 5, 2022, Parks & Recreation Commission at 6:00 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 **November 10, 2022, at 3:00 p.m.***

For City Secretary

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



To: City of Dripping Springs Mayor & City Council
From: Howard J. Koontz, AICP – Planning Director
Date: Tuesday, November 15, 2022
RE: Tree Preservation Ordinance Amendment

I. Background narrative

In 2021, it came to staff's attention that the tree preservation ordinance offered a loophole in development that permitted property owners to mitigate tree removal by paying into a tree fund, instead of preserving the urban canopy before- and during construction activities. This provision to pay for tree removals as mitigation --coupled with the cap on the overall payment required-- meant for many projects, the financial incentive to remove trees outweighed the environmental benefit of keeping trees. At that time, staff envisioned undertaking a text amendment to revise the code and create a greater emphasis on building projects that retained existing urban canopies.

As a function of the city's current comprehensive planning process, staff received survey data that indicated the community strongly values the viewsheds in the area, and further supported the city enforcing tougher standards that would preserve the sense of place that makes our region what it is.

A survey question posed in August, 2022, read: "In your opinion, what is the community's greatest asset?" Thirty-six percent of 1,043 respondents answered 'Natural Beauty & Resources', the highest response of any of the 12 possible answers. In the same survey, a question read "What should the City focus on? Choose your top 5 priorities." Sixty-nine percent of respondents included 'Protection of Natural Resources' in their top 5 priorities, and 60% included 'Parks & Open Space'. Lastly, to the question "What do you wish Dripping Springs had more or better of? (Choose your top 3)", over 46% of respondents included 'Protected natural areas' in their top 3, and over 39% wanted more 'Parks and Open Space', the 2nd and 3rd most popular answers.

Staff accepted these indicators from the survey respondents as impetus to accelerate the amendment process. Throughout the summer and autumn, the existing ordinance has been read, reviewed, and compared with neighboring city's ordinances. A host of changes have been made and reviewed by staff, and thus far one work session has been held with the Planning Commission to review the draft and solicit input on the direction of the ordinance goals (October 11, 2022).

The single biggest policy change to this tree preservation ordinance text is the higher value attributed to existing trees that are retained throughout development activities. Previously, trees of

all ages and sizes could be removed, essentially outright, and their loss compensated simply by remitting a financial penalty to the city. Now the text reads that existing trees offer far more value after the projects' completion, and both tree removal and to a large extent replacement trees are the more expensive option. This incentivizes tree preservation on new development projects.

Also, a major improvement is the identification and clarification of 'Protected Trees', namely Heritage, Legacy and Standard trees. With differing allowances for protection and preservation based on their cultivar and size, establishing the composition of the urban canopy and the location of these trees now becomes paramount when designing and developing a site for new development.

This revision recognizes the devastating effects of Oak Wilt disease (an infectious disease caused by the fungus *Ceratocystis fagacearum*) and institutes guidelines for the identification and treatment of Oak Wilt, even on private property, in a manner comparable to civil enforcement of other public health nuisances. It also discourages the planting of native red oaks like Spanish, Shumard, and Blackjack oak which are most susceptible to infection, and incentivizes more diversity in the re-created urban canopy.

The last of the most significant amendments is to §28.06.0591 Mitigation for Tree Removal, which no longer provides for a cap on tree removal costs and creates much more financial incentive to preserve trees rather than remove them.

Other additions will be to provide a list of preferred native trees approved for installation, and the creation of an advisory tree board to address arboricultural issues and appeals from the development community. The tree board will serve the double purpose of fulfilling the requirement of The National Arbor Day Foundation for Dripping Springs to be a Tree City USA.

The definitions section of the ordinance has been expanded, and a requirement for tree maintenance to meet ANSI standards, consistent with national tree care SOPs, will be required following adoption.

The process for this review, recommendation, and adoption has been to first hold a work session with the Planning Commission. That meeting was October 11, 2022. From their commentary and direction, staff made some minor amendments and now presents the draft document to the Mayor & City Council at this work session for their commentary and direction. Simultaneously, staff will post the draft language text on the city's website for the remainder of November and into December, when the ordinance text will return to the Planning Commission for their formal recommendation to City Council on December 21, 2022. The item will then return to the City Council for possible formal adoption on January 3, 2023.

II. Action item

For this item, staff seeks commentary and direction from the Council on the draft text before you. As this is a work session item and not an item for consideration, no action need be taken on the text at this time. Staff will post the text to the website for public review, and return through the Planning Commission and City Council later this year and into early 2023.

- CODE OF ORDINANCES
Chapter 28 - SUBDIVISIONS AND SITE DEVELOPMENT
ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION

ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION

DIVISION 1. GENERALLY

Sec. 28.06.001. Title.

This article shall be commonly cited as the landscape ordinance.

Sec. 28.06.002. Purpose.

- (a) Generally. The purpose of this article is to provide for the preservation of native trees, prevent the clear-cutting of land, and provide for minimum landscaping and screening requirements, in recognition that trees, landscaping, screening, and buffering protect the health and welfare of the community, while addressing the water conservation and drainage issues particular to the Hill Country region. The purpose of this article is also to enhance the community's ecological, environmental, and aesthetic qualities.
- (b) Health, welfare, and general well-being. Preserving and improving the natural environment, and maintaining a working ecological balance, are of increasing concern to the city. The fact that the proper use of landscape elements can contribute to the processes of air purification, oxygen regeneration, water absorption, water purification, and noise, glare, and heat abatement as well as the preservation of the community's aesthetic qualities indicates that the use of landscape elements is of benefit to the health, welfare, and general well-being of the community, and therefore it is proper that the appropriate use of such elements be required.
- (c) Water conservation and drainage. The city experiences frequent droughts, due in part to a landscape and is characterized by thin-soiled rock formations; therefore, it is the purpose of this article to encourage the use of drought-resistant vegetation and landscaping that minimizes runoff and erosion.

Sec. 28.06.003. Scope.

This article applies to all ~~commercial~~ property within the incorporated municipal boundaries (i.e., city limits) ~~for which site development plan or construction plan approval by the city is required under the city's Code of Ordinances.~~ This article applies to actions taken after the date of enactment.

In addition, this article applies to all development requiring site plan approval subject to zoning requirements, including:

- (a) All residentially zoned property for which a subdivision is accepted by the City after the effective date of this ordinance;

- (b) All industrial, commercial, office, multi-family, institutional development, governmental facilities, and schools (including all new construction and any additions greater than 2500 square feet), and construction of a new parking lot or expansion of an existing parking lot; and
- (c) All properties going through redevelopment through extension, reconstruction, resurfacing, or structural alteration must come into compliance. Site plan approval shall be conditioned on compliance with this article.
- (d) All property as it relates to the removal of a Heritage Tree and Oak Wilt requirements.

Sec. 28.06.004. Definitions.

- (a) Rules of interpretation. Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural number shall include the singular number (and vice versa), and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.
- (b) Specific definitions.

ANSI. The American National Standards Institute (ANSI) is a private, non-profit organization that administers and coordinates the U.S. voluntary standards and conformity assessment system.

Commented [LM1]: Howard will add definition.

Caliper inch. A unit of measure for tree size taken six inches above the ground level for field grown stock, and six inches above the soil line for container grown stock, and six inches above the root flare for bare root plants, up to and including the four-inch caliper size.

City administrator. The chief administrative officer of the city. The term shall also include the deputy city administrator.

City council. The governing body of the city.

City of Austin Environmental Criteria Manual. The document promulgated by the City of Austin, which is commonly used throughout the region and is widely regarded as the standard in the development community, as may be amended.

City of Austin Grow Green Guide. The document promulgated in part by the City of Austin, entitled "Native and Adapted Landscape Plants: An Earthwise Guide for Central Texas," as may be amended.

City permit. A city license, certificate, approval, registration, consent, permit, or other form of authorization required by a city ordinance, regulation, or rule in order to develop, construct, and operate the improvements on the property.

Code. The Code of Ordinances enacted by the city, as may be amended from time to time.

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Commercial land use. All activities and operations except for one- and two-family residences occupied by individual(s) claiming the dwelling as their homestead.

Critical root zone. The circular area surrounding a tree trunk, established as a distance equal to one foot of radial distance for every inch of caliper size or tree DBH, whichever is appropriate.

Development. The construction or placement of any buildings, utilities, access, roads or other structures, excavation, mining, dredging, grading, filling, clearing or removing vegetation, or the deposit of refuse, waste or fill.

DBH (diameter at breast height). The unit of measure for tree size once over four inch (4") caliper. DBH is the tree trunk diameter of an existing tree measured in inches at a height of 4.5 feet above the ground. If a tree splits into multiple trunks below 4.5 feet, the trunk is measured at its most narrow point beneath the split.

Designated Protected tree. Any of the following:

- (1) A hardwood tree having a trunk of eight inches in caliper or greater measured at DBH;
- (2) A multi-trunked hardwood tree having a total trunk DBH of 30 inches or more (not counting trunks less than eight inches in diameter); or
- (3) A cluster of hardwood trees within a ten-foot radius circle having a total trunk DBH of 40 inches or more (not counting trunks less than eight inches in diameter).

Escrow. A deposit of a cash bond with the city in accordance with this article.

Extreme drought classification. A mandatory drought response issued by the local water supply jurisdiction outlining conditions that include limits to water available for landscape irrigation making it impractical to establish new landscaping by irrigation. A D3 classification of drought intensity provided by the National Drought Mitigation Center, with D1 being the least intense and D4 being the most intense. D3 classification, extreme drought areas, result in major crop/pasture losses and widespread water shortages or restrictions. The National Drought Mitigation Center must be consulted to determine the classification for the region.

Heritage tree. A protected tree having a trunk of 24.0" or greater caliper in inches measured at DBH.

Impervious cover. Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevent infiltration. For further clarification on what is considered impervious cover, refer to the city's water quality protection ordinance (article 10.03).

Landscape architect. One whose profession is the decorative and functional alteration and planting of grounds, especially at or around a building site.

Landscaping. Consists of introduced vegetation, as well as related improvements to a lot, including, but not limited to, forming and berming, irrigation systems, landscape subsurface drainage systems, site furnishings, and nonstructural retaining walls.

Legacy tree. A protected tree having a trunk of 12.0" -23.9" caliper in inches measured at DBH.

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Natural area. An area where the naturally grown landscaping is left primarily undisturbed, except for the removal of poison ivy, greenbrier, and similar vegetation, oak wilt removal and/or prevention measures, and allowing for maintenance of the trees to maintain vigorous growth.

Owner. A person with legal control over property in question.

Person. A human individual, corporation, agency, unincorporated association, partnership, or sole proprietorship, or other legal entity.

Residential Use. One- and two-family structures, occupied by individuals claiming the residence as their homestead.

Responsible party. The owner/operator of the business on which the site development permit is being sought or where the protected tree or landscaping is required; the owner of the property upon which the tree is located or landscaping is required; the person who performs construction or landscaping on a lot, contracts with or directs a person to accomplish the construction.

Standard tree. A protected tree having a trunk of 8.0" -11.9" caliper in inches measured at DBH.

TCEQ. The state commission on environmental quality, or its successor agency.

Tree Board. A group of persons appointed by the City of Dripping Springs City Council having advisory and recommendation powers accountable for the decisions impacting community trees located within the City limits and ETJ.

Tree caliper. Caliper is the diameter of the trunk, measured at 6 inches above the soil line on the uphill side, and used for trees that measure 4" caliper or smaller. Over 4" caliper, trees are measured in DBH.

Sec. 28.06.005. Applicability.

For tree preservation purposes, this article applies to the three types of development stated above, and also includes:

- (a) Any grading, filling or clearing of land;
- (b) Chemical or biological development near or around tree(s) that may result in the death or destruction of any tree(s) as defined;
- (c) Trenching or excavating that may damage or destroy protected trees as defined;
- (d) All governmental development shall comply with the tree preservation plan review procedure regardless of the zoning district in which they are located unless the development is utility related or in street R.O.W.; and
- (e) Detached and attached dwelling lots platted after the effective date of this ordinance.
- (f) Oak Wilt requirements and the prohibition of removal of Heritage Trees apply to all lots including tree removal and care on lots by property owners residing on the lot as the owner's homestead. All other tree preservation requirements are inapplicable to work done on a lot by a property owner who resides on the lot as the owner's homestead.

This article applies to all new commercial development requiring site plan approval subject to zoning requirements. All properties going through redevelopment through extension,

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~~reconstruction, resurfacing, or structural alteration must come into compliance. Site plan approval shall be conditioned on compliance with this article.~~

Sec. 28.06.006. Landscaping fund.

A fund is hereby created in which any cash-in-lieu paid to the city pursuant to the mandates of this article shall be deposited. The fund may be drawn upon by the city to implement landscaping improvements on city land and city controlled rights-of-way or to fund landscape project grants that serve a public city purpose.

Sec. 28.06.007. Damaging or removing trees.

No person shall damage or remove trees in violation of this article. "Damage" in this case includes, but is not limited to, altering or maintaining trees in a manner inconsistent with the standards published in American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations". A violation of this section is an offense under section 28.06.009.

Sec. 28.06.008. Violations.

~~It shall be unlawful for any person to violate this article.~~

Should the responsible party or parties after receiving written notice from the planning department, building official, or code enforcement official of a violation of this chapter fails to correct a violation of this chapter within the time stated in the written notice, the code enforcement official may also take necessary action to file a lien against the property to recover the cost of remediation or removal of diseased or prohibited trees if the costs are not paid by the property owner within 15 days after the property owner is billed. The code enforcement official may also pursue criminal penalties and/or civil action as provided for under this article and state law.

Sec. 28.06.009. ~~Enforcement; penalties.~~ Offense

- (a) A person who violates, causes, allows or permits a violation a section of this chapter designated as an offense commits a misdemeanor punishable by a fine not exceeding \$2000.00.
- (b) Each violation of this chapter designated as an offense constitutes a separate offense.
- (c) No culpable mental state is required to prove an offense under this chapter if the offense involves:
 - (1) removal or damage to trees in violation of this chapter including clearing, grubbing, or other heavy instruction over the critical root zone of a protected tree;
 - (2) death of a protected tree outside of-but adjacent to-areas of disturbance by construction;
- (d) Violations:
 - (1) Section 28.06.051. Street Trees.
 - (2) Section 28.06.052. Landscape Buffers.

(3) Section 28.06.053. Landscape Material.

(4) Section 28.06.055(g). Paving over Critical Root Zone.

(5) Section 28.06.057. Maintenance Requirements.

(6) Section 28.06.059. Tree Preservation.

(7) Section 28.06.063 Oak Wilt Management.

- (a) ~~Compliance~~. Violators of this article will be required to come into compliance within 60 days, unless a variance has been approved by the city. Compliance with this article may be grounds for withholding of other related pending permits for the project by the city.
- (b) ~~Enforcement~~. The city shall have the power to administer and enforce the provisions of this article as may be required by governing law. Any person violating any provision of this article is subject to a stop work order, suit for injunctive relief, and/or prosecution for criminal violations. Any violation of this article is hereby declared to be a nuisance. Any violation of this article may serve as grounds to withhold or delay issuance of other permits and revocation of a certificate of occupancy.
- (c) ~~Criminal penalty~~. Any person violating any provision of this article shall, upon conviction, be fined a sum not exceeding \$2,000.00 to be deposited in the landscaping fund. Each day that a provision of this article is violated shall constitute a separate offense. An offense under this article is a misdemeanor.
- (d) ~~Civil remedies~~. Nothing in this article shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this article and to seek remedies as allowed by law, including but not limited to the following:
- (1) ~~Injunctive relief~~. Injunctive relief to prevent specific conduct that violates this article or to require specific conduct that is necessary for compliance with this article;
 - (2) ~~Civil penalty~~. A civil penalty up to \$500.00 a day to be deposited in the landscaping fund, when it is shown that the defendant was actually notified of the provisions of this article and after receiving notice committed acts in violation of this article or failed to take action necessary for compliance with this article, and other available relief; and
 - (3) ~~Stop work order~~. In the event work is not being performed in accordance with this article, the city shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.

Sec. 28.06.010. - Liability.

The provisions of this chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person that damages or removes any tree, from personal injury or property damage resulting from the damage or removal of the tree, or resulting from the negligence or willful acts of such person in the construction of maintenance of any property resulting in the damage or removal of a tree or the damage or removal of any tree, or from the damage caused by the failure to remediate oak wilt or planting of a prohibited tree. Nor shall it be construed as imposing upon the city or its officers, employees or agents any responsibility or

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liability by reason of the approval of any site development permit, subdivision, or construction under these provisions.

Sec. 28.06.011. - Civil remedies.

Nothing in this chapter shall be construed as a waiver of the city's right to bring a civil action to enforce the provisions of this chapter and to seek remedies as allowed by law, including, but not limited to the following:

- (1) Injunctive relief to prevent specific conduct that violates the chapter or to require specific conduct that is necessary for compliance with the chapter, including remediation of oak wilt or protection of trees where such remediation or protection is required by this chapter at the expense of the responsible party;
- (2) A civil penalty up to \$1,000.00 a day when it is shown that the defendant was notified of the provisions of the chapter and after receiving notice committed acts in violation of the chapter or failed to take action necessary for compliance with the chapter; and other available relief.

Secs. 28.06.012—28.06.050. Reserved.

DIVISION 2. STANDARDS

Sec. 28.06.051. Street trees.

(a) Residential street tree requirements . The list below sets forth the minimum number of trees, per lot, that must be planted prior to the issuance of a certificate of occupancy permit for the dwelling. Trees shall be in the front of a residential lot, including at least one required tree planted in the front yard. Three small trees/large shrubs may be substituted for one required tree. The following minimum standards apply:

Zoning	No. of Required Trees
SF-1	0 2
SF-2	2
SF-3	2
SF-4	2
SF-5	1 per unit
MF	1 per unit
MH	1

(b) Nonresidential street tree requirements . At least one required tree, shall be planted adjacent to or near the street right-of-way for each 25 feet, or fraction thereof, of linear street frontage. Trees shall be planted between the street right-of-way and any horizontal and vertical improvements. The required number of trees need not be placed uniformly, but may be clustered in groups.

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- (c) Trees planted shall be a minimum ~~four~~ two and a half inch caliper ~~DBH~~, staked, and wrapped. Small trees/large shrubs trees shall be a minimum ~~two~~ one and a half inch caliper ~~DBH~~, staked, and wrapped.
- (d) Trees with deep roots may be planted in the area between the sidewalk and road if approved by the city administrator. Trees of species whose roots are known to cause damage to public roadways or other public works are prohibited.
- (e) Trees are not allowed to be planted within public water, wastewater, telecommunication, or electrical easements.
- (f) Trees in place at the time of construction and preserved on the lot, may count towards the required planting of trees if the preserved trees meet all of the requirements listed herein and are not located in an easement or right-of-way.
- (g) A violation of this section is an offense under section 28.06.009.

Sec. 28.06.052. Landscape buffers.

- (a) Landscape buffer planting requirements .
 - (1) All plant material shall be of native or adapted species.
 - (2) All new proposed shade trees shall be a minimum of ~~four~~ two and a half inches in diameter-caliper.
 - (3) All proposed ornamental trees shall be a minimum of ~~two~~ one and a half inches in diameter caliper.
 - (4) All large shrubs shall be a minimum of five-gallon container size and small shrubs/groundcovers a minimum of one-gallon container size.
- (b) Landscape buffer spacing requirements . The following landscape buffer spacing requirements shall apply to all designated landscape buffers:
 - (1) Shade trees (such as Live Oak or Cedar Elm) . One per 50 feet of buffer frontage.
 - (2) Ornamental trees (such as Crape Myrtle or Desert Willow) . One per 25 feet of buffer frontage.
 - (3) Large shrubs, five-gallon (such as Wax Myrtle, DW Yaupon, or Agarita) . One per six feet of buffer frontage.
 - (4) Small shrubs/groundcovers, one-gallon (such as Lantana or Liriope) . One per three feet of buffer frontage.
- (c) Landscape buffer widths . The following landscape buffer width requirements shall apply to all designated landscape buffers and shall be measured from the edge of the right-of-way:

	At Arterial Roadways	At Collector Roadways
AG	0	0
SF-1	0 <u>35 feet</u>	0 <u>25 feet</u>
SF-2	35 feet	25 feet

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SF-3	40 feet	30 feet
SF-4	50 feet	40 feet
SF-5	40 feet	30 feet
MF	50 feet	40 feet
MH	35 feet	25 feet
O	25 feet	25 feet
LR	25 feet	25 feet
GR	25 feet	25 feet
CS	25 feet	25 feet
I	50 feet	50 feet
H	25 feet	25 feet
GUI	25 feet	25 feet
PR	25 feet	25 feet
PP	25 feet	25 feet
PD	Varies	Varies

(d) Landscape buffer vegetation . The following landscape buffer vegetation requirements shall apply to all designated landscape buffers:

This buffer area shall contain either native vegetation in the form of trees and bushes left in their natural, undisturbed condition, or, if no such native vegetation exists, shall consist of landscaping in conformance with this article. If the area consists of landscaped plantings, maintenance of such plantings shall be the sole responsibility of the developer or the homeowners' or property owners' association.

(e) A violation of this section is an offense under section 28.06.009.

Sec. 28.06.053. Landscape material.

All trees, plants, and vegetation shall comply with the City of Austin "Grow Green" recommended plant guide. Invasive plants in this guide are specifically prohibited. A violation of this section is an offense under section 28.06.009.

Sec. 28.06.054. Landscape plan and tree survey submittal.

A landscape plan and tree survey shall be submitted to the city with the proposed site development plans and construction plans. The landscape plan shall comply with the landscape requirements. The landscape plan shall be signed and sealed by a landscape architect licensed by the state. The existing tree survey should be signed and sealed by a surveyor licensed by the state.

Sec. 28.06.055. Parking area landscaping.

- (a) Parking lots and all vehicular parking and maneuvering areas, excluding driveways behind buildings, shall contain areas constructed, planted, and maintained as landscaped islands, peninsulas, or medians.
- (b) The minimum total area in landscaped islands, peninsulas, or medians in the parking lots in front of buildings shall be 90 square feet for each 12 parking spaces, having a minimum width of nine (9) feet.
- (c) One tree is required for every six parking spaces. Tree preservation is encouraged for parking areas defined as back of curb and a nine (9) foot buffer around that back of curb, thus one existing tree that is at four inches DBH shall count for two new trees.
- (d) No parking space shall be located further than 50 feet from a landscaped island, peninsula, median, or tree. They shall be located evenly through the parking areas; however, the location of landscaped islands, peninsulas, and medians may be adjusted to accommodate existing trees or other natural features.
- (e) Landscape terminal islands (end islands) shall be located at the end of all parking modules in a configuration to allow for turning radii of intersecting aisles to protect parked vehicles, provide for visibility, confine moving traffic to aisles and driveways, and provide space for landscaping. Medium and tall shrubs are prohibited on internal islands to maintain visibility.
- (f) All landscaped islands shall have curbs except when utilizing low impact development techniques to capture and utilize runoff for irrigation purposes.
- (g) Paving over the critical root zone is discouraged and must be approved by the city ~~administrator~~ tree board. All approved paving shall be porous pavement to allow water and air exchange. A violation of this subsection is an offense under section 28.06.009.

Sec. 28.06.056. Screening of dumpsters and building service equipment.

- (a) For outdoor condensers, utility huts, and other building service equipment (other than a rooftop), such equipment shall be reasonably screened from view on all sides using a masonry wall and vegetative screen using at least two varieties of plant material from the "grow green" plant guide, that, at maturity, are at least the height of the equipment to be screened.
- (b) All refuse and/or recycling containers shall be reasonably screened with landscaping from public view and the view of adjoining properties.
- (c) The opening for removal of the dumpster for collection shall be a minimum of 12 feet to allow proper service access. An additional ten feet in width is required for every additional dumpster.
- (d) All durable materials used in constructing the dumpster screening masonry wall system shall be consistent with and complement the primary structure.

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- (e) The orientation of the dumpster opening shall not face the street or public sidewalk unless approved by the city administrator.

Sec. 28.06.057. Maintenance requirements.

The owner shall be responsible for (unless otherwise specified herein):

- (1) Planting and maintaining trees in a manner which conforms to the American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" and following all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.
- (2) Regular maintenance of all required landscaped areas and plant materials in a vigorous and healthy condition, free from diseases, pests, weeds, and litter. This maintenance shall include weeding, watering, fertilization, pruning, mowing, edging, mulching, or other necessary maintenance in accordance with generally accepted horticultural practice;
- (2) The repair or replacement of required landscape structures (walls, fences, etc.) to a structurally sound condition;
- (3) The regular maintenance, repair, or replacement, where necessary, of any screening or buffering;
- (4) Replacing planted trees if they die or become diseased beyond repair within five years after planting; and
- (5) Repairing damage to landscaped areas, structures, screening, buffering, or trees as a result of ingress or egress from site easements by authorized or unauthorized parties.
- (6) A violation of this section is an offense under section 28.06.009.

Sec. 28.06.058. Integrated pest management.

An integrated pest management plan (IPM) shall be submitted with the site plan. The IPM shall include the soil analysis, fertilizer ratios, brands, and types of fertilization application methods to be used. Fertilizers must be phosphate-free.

Sec. 28.06.059. Tree preservation.

- (a) A grading and tree survey shall be submitted with the site development plans and construction plans.
- (b) The tree survey shall include all existing, live, healthy protected trees with an eight-inch DBH in diameter and larger. The survey shall indicate the size (DBH) and species of tree. Trees observed to be distressed will be indicated with an asterisk on the tree list. Trees shall be represented by their critical root zone, meaning circles using the formula of one foot of radius for every one inch of trunk diameter. All required trees (both on and off the subject property) with critical root zones that intersect the limit(s) of disturbance with the project shall be represented. Unbroken circles indicate trees that are to remain. Dashed circles

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indicate trees that are to be removed (including trees identified to be distressed). Non-native trees or other exempt tree species as listed above shall be omitted from the tree survey.

(c) Protected trees are defined as follows:

(1) Protected Trees:

(A) Heritage Trees;

(B) Legacy Trees;

(C) Standard Trees.

(2) Hardwood trees defined in Sec. 28.06.004 “Definitions”

(3) The following species are considered significant trees with at least one (1) trunk being equal or greater than the respective size (DBH):

- i. Ashe Juniper (*Juniperus ashei*) - ten (10) inch DBH;
- ii. Huisache (*Acacia farnesiana*) - ten (10) inch DBH;
- iii. Mesquite (*Prosopis glandulosa*) - ten (10) inch DBH;
- iv. Arizona Ash (*Fraxinus velutina*) - ten (10) inch DBH;
- v. Hackberry (*Celtis* spp.) - ten (10) inch DBH;
- vi. Texas Persimmon (*Diospyros texana*) - five (5) inch DBH;
- vii. Texas Redbud (var. *texensis*) - five (5) inch DBH;
- viii. Texas Mountain Laurel (*Sophora secundiflora*) - five (5) inch DBH;
- ix. Condalia (*Condalia hookeri*) - five (5) inch DBH;
- x. Possum Haw (*Ilex decidua* - in floodplain only) - five (5) inch DBH;
- xi. Hawthorne (*crataegus texana*) - five (5) inch.

(4) Heritage Trees. A Heritage tree means a tree of twenty-four (24) inches or greater DBH for all tree species except the following species are heritage with at least one (1) trunk being eight (8) inches or greater DBH (the value of the eight (8) inches or greater trunk is the value given to these small tree species):

- i. Texas Persimmon (*Diospyros texana*);
- ii. Texas Redbud (var. *texensis*);
- iii. Texas Mountain Laurel (*Sophora secundiflora*);
- iv. Condalia (*Condalia hookeri*);
- v. Possum Haw (*Ilex decidua* - in floodplain only);
- vi. Hawthorne (*crataegus texana*).

(5) Non-native Trees. Non-native invasive tree species are not protected and will be omitted from the tree survey. Non-native invasive tree species means the following tree species:

- i. Chinese Pistache (Pistacia chinensis);
- ii. Chinaberry (Melia azedarach);
- iii. Chinese Tallow (Sapium sebiferum);
- iv. Tree of Heaven (Ailanthus altissima);
- v. Salt Cedar (Tamerix species).
- vi. Japanese Ligustrum (Ligustrum japonicum).
- vi. Japanese Ligustrum (Ligustrum japonicum);
- vii. Nandina (Nandina domestica);
- viii. Paper Mulberry (Broussonetia papyrifera)

(d) Minimum Tree Preservation Requirements

(1) No protected tree shall be removed from any real property within the City of Dripping Springs without following the provisions as stated below.

(2) Preservation requirements that are set as percentage values shall be percentage of the trees, not percentage of the sum of all diameter inches.

(3) Tree Preservation by Land Use:

(A) Commercial, Industrial, and Multi-family – A minimum of 40% of Standard trees and Legacy trees, exclusive of Heritage trees, shall be preserved on a lot. Heritage trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the tree board and mitigation.

(B) Subdivision Development of Single-family and other residentially zoned areas – A minimum of 35% of Standard trees and Legacy trees, exclusive of clearing and installation for infrastructure (roads, utilities, etc.) and lot lines is allowed. Heritage trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the tree board and mitigation.

(C) A property owner may remove any tree, other than a Heritage Tree, on property owned that is the property owner's homestead on which the owner resides.

(D) Steep slopes –Protected trees shall not be removed from a steep slope area.

(E) All Heritage trees on any lot shall be preserved unless the tree falls under an exception or a waiver to remove the tree is granted by the tree board. Heritage trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the tree board and mitigation.

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(F) Tree preservation in Historic Districts shall comply with both this Chapter and the code and implementation manuals for the districts. When in conflict, the stricter requirement applies.

(4) Tree preservation in the Water Quality Protection Zones.

(A) No trees shall be removed without following the procedures set forth for Water Quality Protection Zones. The minimum percentage of trees to be preserved shall be by tree type, as follows:

(B) Drainageway Water Quality Buffer Zones. The following shall apply unless tree removal is specifically approved by the tree board for allowable development in the WQBZ as defined by Water Quality Ordinance [22.05.017(d)]

(i) Standard trees – 100% shall be preserved

(ii) Legacy trees – 100% shall be preserved

(iii) Heritage trees – 100% shall be preserved

(e) A Tree Preservation Plan shall be submitted with the site plan. Unbroken circles indicate trees that are to remain. Dashed circles indicate trees that are to be removed (including trees identified to be distressed).

(f) Healthy designated class I and II trees (as defined by the City of Austin Environmental Criteria Manual) that require removal to accommodate the development shall be replaced at a ratio of 1:1, or cash-in-lieu may be paid to the city, the amount equal to the cost of nursery stock required to replace the caliper amounts lost and the cost of installation on a per-unit basis, not to exceed \$100.00 per caliper inch or \$6,000.00 per acre (prorated for sites of more or less than one acre) for the entire site. Trees identified as distressed shall not be included in tree preservation requirements evaluation.

(g) Pre- and post-construction fertilization is required for existing trees that will be or have been disturbed by construction activities, including disturbance of the critical root zone. Fertilizers must be phosphate-free.

(h) During construction, take measures to protect trees, including rigid fencing, shielding, and signage, as necessary. Rigid fencing shall be placed with a radius of at least ten feet from the trunk or at the critical root zone, whichever is greater, unless property lines or other features prohibit a complete radius. Rigid fencing shall consist of wood, chainlink, or other solid material approved by the city administrator. Stakes shall be no more than six feet apart and at least one and one-half deep into the ground. Rigid fencing shall be at least three feet in height.

(i) ~~The city administrator or designee~~ city inspector or designee shall inspect and approve installed tree protection before issuance of any permit to commence with any construction activity.

(h) Tree protection shall remain in place until final landscaping installation as approved by the city administrator or designee.

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- (i) Parking or storing of vehicles, equipment or materials allowed within the critical root zone is prohibited.
- (j) Any activity that damages trees on adjacent lots is prohibited.
- (k) A violation of this section is an offense under section 28.06.009.

Sec. 28.06.0591 Mitigation for Tree Removal.

- (a) Mitigation for all removed trees not covered by an exception is required. For all removed trees in accordance with tree preservation requirements or after a waiver is approved for removal in excess of the tree preservation requirements the inches (TC) required for mitigation will be determined using the approved tree survey or tree preservation plan. Legacy trees shown to be removed (beginning from largest to smallest (TC)) will be added to the preserved tree total until the preservation percentage is reached. The number of trees needed to meet the preservation requirement will be included in the mitigation calculation.
- (b) Protected trees which are removed shall be mitigated using any combination of the following:
 - (1) Preservation of existing trees >6 inches in DBH above minimum preservation requirements;
 - (2) Relocation of the removed tree onsite, mitigation is required for relocated trees if mortality occurs within 3-years of the relocation;
 - (3) Replacement by new Legacy tree species, or alternative native trees approved by the City Administrator or designee; and/or
 - (4) Payment of a fee in lieu of tree replacement.
 - (5) Mitigation cannot be accomplished by only using one of methods “a” thru “d” above. They must be used in combination.
- (c) The preservation of healthy Standard and Legacy trees on-site is encouraged and may be used as mitigation to offset the removal of Protected trees. The mitigating trees may be of any Legacy tree species with an aggregate TC in inches of the trees removed (1:1). Mitigating trees should be >6 inches in DBH, in good health, and clear of existing or proposed utility easements and overhead electric lines. Existing Heritage trees cannot be used to mitigate for the loss of Heritage trees.
- (d) Replacement trees are in addition to the minimum landscaping requirements as described in Section 28.06.051 through Section 28.06.057 of this document.
- (e) Replacement trees may be of any Legacy tree species or alternative approved indigenous tree with an aggregate TC in inches of the trees removed with ratio of (1:1) for Standard trees, (1.5:1) for Legacy trees and (3:1) for Heritage trees.
- (f) Replacement trees shall be a minimum of two and a half caliper inches measured 6 inches from ground level and a minimum height of 8 feet when planted.
- (g) When possible, replacement trees shall be planted on the same lot according to an approved Tree Preservation Plan. Replacement trees may be planted on another lot if approved by the tree board.
- (h) Biodiversity requirements for tree replacement

Commented [LM2]: This is confusing. Do they have to mitigate for any tree removal or removal in excess of the percentage limits?

(i) When replacing trees on site, or at a location approved by the tree board, no single tree species may account for more than 50% of the total required caliper inches to be replaced.

(ii) When more than 300 inches (TC) of replacement trees are required, a minimum of five (5) different approved tree species shall be used to fulfill the replacement requirements.

(i) Fee in lieu of replacement:

(i) If all or a portion of the required replacement trees will not be planted on-site or on a site approved by the tree board, payment of a fee in lieu of replacement shall be made, which shall be deposited into the City’s Tree Restoration Fund. The fee shall be determined as follows in the Table below:

(ii) As described in Texas Government Code Sec.212.905, a tree mitigation fee is not required for trees < 10 inches in DBH on a property that is an existing one-family or two-family dwelling that is the persons residence.

Table Mitigation methods for tree removal

<u>Tree Classification</u>	<u>Tree Diameter Removed (DBH)</u>	<u>Tree Planting: Aggregate TC in inches of trees removed</u>	<u>Mitigation Fee per inch (TC) of tree removed</u>
<u>Standard</u>	<u>8.0” -11.9”</u>	<u>1:1</u>	<u>\$50</u>
<u>Legacy</u>	<u>12.0” – 23.9”</u>	<u>1.5:1</u>	<u>\$100</u>
<u>Heritage</u>	<u>24.0” or greater</u>	<u>3:1</u>	<u>\$200</u>

* If it is necessary to convert diameter or caliper to TC when purchasing replacement trees, the cost shall be calculated as: TC = diameter (in) x 3.1415, where TC is total circumference (in).

(j) Tree Preservation Incentives. An individual may apply for, and subject to verification, shall receive incentives for tree preservation as follows:

(1) Parking Space Reduction. Upon application and verification by the city arborist, an individual shall be entitled to a reduction in the minimum parking requirements to help meet the minimum tree preservation requirements. For the purpose of providing an incentive, the said minimum parking requirements may be reduced by one (1) parking space for every four (4) diameter inches of trees that have been protected or mitigated on a site. The city arborist shall issue a certificate to the appropriate city department(s) confirming that a reduction has been earned under this section. Up to fifteen (15) percent of the required spaces may be waived, however, a waiver in excess of fifteen (15) percent of the required spaces must be approved by the director of planning and development services or the director’s designee, and no waiver may exceed thirty (30) percent of the required spaces. A waiver of up to fifty (50) percent of the minimum parking spaces required may be granted if the plan will result in the preservation of woodlands or significant stands of trees in a natural state in excess of

the minimum tree preservation requirements. If used, the incentive provided by this subsection shall control over any other conflicting provision of this article.

- (2) Sidewalks. Where the director of planning and development services determines that preservation of trees warrants the elimination, reduction in width, alternative routing, or modification to the sidewalk and curb requirements in accordance with the tree preservation standards, a waiver may be granted.
- (3) Tree Cluster(s). In order to emphasize the importance of preserving trees in a cluster during development, additional tree preservation credit will be given as follows:
- (A) Cluster(s) of three (3) or more trees less than ten (10) feet apart without existing understory will be calculated at one hundred five (105) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches.
- (B) Cluster(s) of three (3) or more trees less than ten (10) feet apart with existing understory will be calculated at one hundred fifteen (115) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches.
- (4) Landscape Credits. Landscape credits may be awarded as provided in section XXXX, above. Trees installed to meet the requirements of the landscape buffer section Section 28.06.051 through Section 28.06.057 may be used to meet the requirements of the final tree canopy section.
- (5) Understory. The tree board, may determine that the preservation of existing predevelopment native understory plants together with trees grouped in significant stands or native "natural" areas may result in a reduction of new tree plantings needed to meet the requirements of tree canopy in this chapter. Such areas may receive up to one and one-half (1.5) tree canopy credit. In addition, such areas can be used to meet the landscape requirements and/or an increase of credit given for elective points and/or the elimination of an irrigation system requirement.
- (6) Minimum Lot Size and Setbacks. The board of adjustment may approve a variance to the minimum lot size and setback requirements of the applicable zoning district for an individual lot or lots where the applicant demonstrates the following:
- (A) Compliance with the minimum lot size or setback requirement is needed to preserve a significant tree or heritage tree; and
- (B) If the tree permit application is pursuant to a proposed subdivision plat, the average lot size of the proposed subdivision will equal or exceed that of the applicable zoning district; and
- (C) The public purpose involved in protecting the tree exceeds the public purpose of complying with minimum lot size or setback requirements; and
- (D) The resulting lot sizes or setbacks do not violate the master plan or the applicable neighborhood plan.
- (7) State Certification in Lieu of Compliance. The city arborist shall assist those who wish to have a site certified under the Texas Parks and Wildlife, Texas Wildscape

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Program in lieu of meeting city requirements in this division as long as twenty (20) percent of existing trees on-site are preserved.

Commented [LM4]: What kind of assistance? Is there a fee?

- (8) Energy Conservation Credit. Planted or preserved large canopy shade trees located on the western or southern exposures of a habitable building may receive additional tree canopy credit for final tree canopy cover requirements. The trees must be located a minimum of ten (10) feet but a maximum of thirty (30) feet in distance from the building. Tree canopy cover may be credited at one and one-half (1.5) times the existing or newly planted trees meeting the aforementioned specifications.
- (9) Woodland Canopy Cover Credit. Woodlands, as defined excluding regulatory floodplains, that are preserved beyond the minimum preservation requirements shall receive a tree canopy cover credit of one and one-half (1.5) times the area and two (2) times if the area joins with an abutting contiguous tree canopy area on the adjacent property. To receive credit, the adjoining properties must indicate tree save areas in perpetuity through subdivision platting or a dedicated conservation easement.
- (10) Significant Tree Canopy Credit. A canopy cover credit of one and one-half (1.5) times the tree canopy area of a significant tree preserved beyond the minimum preservation requirements may be counted toward meeting the final canopy coverage using the tree survey method only.
- (11) Heritage Tree Canopy Credit. A canopy cover credit of two (2) times the tree canopy area of a heritage tree preserved beyond the minimum preservation requirements may be counted toward meeting the final tree canopy coverage using the tree survey or tree stand delineation method. To use this credit when using the tree stand delineation method a heritage tree survey is required. The minimum root protection zone requirements shall be met to receive this credit. A heritage tree with a tree warranty does not receive two (2) times the tree canopy area credit.
- (12) Use of Landscaped Low Impact Development (LID) Practices. A canopy cover credit of one and one-half (1.5) times the existing canopy cover of trees shall be provided for areas where tree preservation is maintained in conjunction with LID practices such as the use of structured soils including infiltration trenches, bioswales, micro-bioretenion areas and where such locations receive appropriate amounts of stormwater runoff. To receive one and one-half (1.5) times credit, the landscaped LID must be approved by application of the standards.

Sec. 28.06.0592. Exceptions.

Exceptions: The following shall be exempt from the Tree Preservation requirements of Section 28.06.059:

- (a) Lots on which buildings were constructed prior to the adoption of this ordinance and subsequently damaged by fire, explosion, flood, tornado, riot, act of the public enemy, or accident of any kind, provided a Building Permit is issued for restoration within 12 months after the damage occurs and additional square footage is not proposed.

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- (b) Hazardous, diseased, dead or dying trees as determined by a tree survey and a letter from an ISA certified Texas Arborist.
- (c) Trees causing physical damage to existing structures, drainageways, utility systems or facilities in the public right of way as determined by the city engineer or their designee.
- (d) Protected trees damaged or destroyed by floods, fire, wind or other natural causes.
- (e) The following exempted tree species; Hackberry, Sugarberry, Chinese Tallow, Eastern Red Cedar, Common Ashe Juniper < 10" DBH, Chinaberry, Mesquite, Huisache and Ligustrum.
- (f) Trees or areas of tree canopy preventing the opening of reasonable and necessary vehicular traffic lanes in a street or alley.
- (g) Trees or areas of tree canopy located in the clear site line area and impeding required sight distance, as defined by the Dripping Springs Technical Criteria Manual (DSTC) Chapter 28, Exhibit C, as determined by the city engineer.
- (h) When undertaken in- and immediately adjacent to- the bounds of a public right-of way or dedicated public utility easement by an official government entity or their designee for public use, the installation of:
 - (1) roadways, bridges, culverts, and associated traffic facilities; and
 - (2) sidewalks and similar off-highway trails and passageways; and
 - (3) streets and passageway lighting; and
 - (4) surface and subsurface stormwater drainageways (where horizontal boring is not practicable); and
 - (5) subsurface potable water and wastewater utility infrastructure (where horizontal boring is not practicable); and
 - (6) roadway widening/creating on-street parking
- (i) Trees identified by a certified arborist or forester as distressed shall not be included in tree preservation requirements evaluation.

Sec. 28.06.060. Irrigation requirements.

- (a) An irrigation plan is required as part of the site plan and will be prepared by a licensed irrigator (i.e., licensed landscape architect or engineer). The plan should include rain/freeze sensors on all controllers. The irrigation plan should provide drip irrigation in shrub beds where appropriate and bubblers on all trees.
- (b) Turf grass plantings may be Buffalo, Zoysia, or Bermuda. St. Augustine is expressly prohibited.
- (c) Landscaped areas must be mulched to reduce evaporation and preserve water.

Sec. 28.06.061. Drought conditions.

- (a) During extreme drought classifications for this region as determined by the National Drought Mitigation Center, the city administrator, or designee, may accept a fiscal deposit of the amount equal to the cost of purchasing and installing the trees and other required landscaping into the city's drought tree fund in lieu of the installation of trees and other landscaping required by this chapter for the issuance of a certificate of occupancy permit, or the city administrator may accept an escrow equal to the cost of purchasing and installing

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the trees and other required landscaping. The city shall only accept the fiscal deposit or escrow if an erosion control plan consistent with section 28.04.016 of this code has been reviewed and accepted by the city administrator. Failure to maintain and adhere to an approved erosion control plan during periods of extreme drought classification shall be deemed a violation and the fines and penalties under section 28.06.009 of this article shall apply.

- (b) Persons requesting that the city accept a fiscal deposit in lieu shall provide the city with written documentation from an entity that sells trees and landscaping the cost of purchasing and installing the trees and other landscaping required by this chapter.
- (c) If no cost for the installation of trees and landscaping required by this chapter is provided to the city, the city shall require 66 percent of the cost of the trees and landscaping to be paid as the installation cost in addition to the cost to purchase the trees and landscaping.
- (d) Any fiscal deposits for trees and landscaping paid to the city pursuant to this section shall be held in escrow. The escrow may be drawn upon by the city to implement tree and landscaping requirements for the depositing property owner, or the funds shall be released to the depositing property owner to implement tree and landscaping requirements within 30 days when the drought mitigation center determines that this region is no longer in an extreme drought condition or higher classification. Failure to implement the tree and landscaping requirements within 30 days of release of the fiscal deposit to the depositing property owner shall be deemed a violation and the fines and penalties under section 28.06.009 of this article shall apply.
- (e) Whenever necessary to enforce any provision of this article or implement tree and landscaping requirements on the depositing property owner's property, city staff, or the city's contractor, may enter upon depositing property owner's property at any reasonable time to inspect or perform any duty imposed by this article during an extreme drought classification for this region. If entry is refused, the city shall have recourse to every remedy provided by law and equity to gain entry.
- (f) The city is the custodian of any cash funds or bonds on deposit in the property owner's escrow account. The city has a fiduciary duty to the depositing property owner and may dispose of the escrowed funds only in accordance with this section.

Sec. 28.06.0611 Seasonal Installation Bond/Escrow

- (a) Landscaping for any project should be installed at an appropriate time of year, to maximize the survivability of the material being planted. If construction activities are completed, save for the installation of trees, shrubs, ornamental ground covers, perennials, and annuals, from March 15 thru September 15, the Tree Board, at the option of Owner, may accept a fiscal deposit of the amount equal to the cost of purchasing and installing these materials in lieu of the installation of trees and other landscaping required for the issuance of a certificate of occupancy or certificate of completion, as appropriate; or, the Tree Board may accept an escrow equal to the cost of purchasing and installing the trees and other required landscaping. The City shall only accept the fiscal deposit or escrow if an erosion control plan consistent with section 28.04.016 of the Code has been reviewed and accepted by the
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City Administrator. Failure to maintain and adhere to an approved erosion control plan during the period March 15 – Sept. 15 shall be deemed a violation and the fines and penalties under section 28.06.009 of the Code shall apply.

- (b) Upon the request that the City accept a fiscal deposit in lieu, owner/applicant shall provide the City Administrator with written documentation from an entity that sells trees and landscaping the cost of purchasing and installing the trees and other landscaping required by the Code.
- (c) If no cost for the installation of trees and landscaping required by the Code is provided to the City, the City shall require a fiscal deposit equal to 66% of the cost of the trees and landscaping to be delivered to the City as the installation cost in addition to the cost to purchase the trees and landscaping.
- (d) Any fiscal deposits for trees and landscaping paid to the City pursuant to this chapter shall be held in escrow. The escrow may be drawn upon by the City to implement tree and landscaping requirements for the depositing property owner, or the funds shall be released by the City to the depositing property owner or his/her/its designee to implement tree and landscaping requirements within 30 days of drawing upon the escrow. Failure to implement the tree and landscaping requirements within 30 days of release of the fiscal deposit to the depositing property owner shall be deemed a violation and the fines and penalties under section 28.06.009 of the Code shall apply.
- (e) Whenever necessary to enforce any provision of this section or implement tree and landscaping requirements on the depositing property owner's property, City staff, or the City's contractor, may enter upon depositing property owner's property at any reasonable time to inspect or perform any duty imposed by this section until such time the complete landscape package has been installed and accepted by the City. If entry is refused, the City shall have recourse to every remedy provided by law and equity to gain entry.
- (f) The City is the custodian of any cash funds or bonds on deposit in the property owner's escrow account. The City has a fiduciary duty to the depositing property owner and may dispose of the escrowed funds only in accordance with this section.

Sec. 28.06.062 Tree Canopy Investment Fund

Fund Established. The finance director is hereby directed to establish a dedicated account to be entitled Tree Canopy Investment Fund.

(a) Tree Canopy Investment Fund Fees.

- (1) A fee shall be assessed for each residentially platted lot or for each residential building permit issued as established by the City Fee Ordinance.
 - (2) A fee per acre or portion thereof shall be assessed for each commercially platted lot or a fee per acre for each lot for which a commercial building permit is issued by the department of planning and development services as established by the City Fee Ordinance.
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- (3) Fees collected pursuant to the Tree Canopy Investment Fund shall be assessed at the time a tree permit is issued and recorded in the fund created pursuant to this section, unless expressly prohibited by law.
- (b) Use of Funds. The funds collected shall be utilized to pay for the planting and maintenance of trees to include a maintenance period not to exceed three (3) years. Generated funds may be used by the City Administrator to plant trees on public or private properties and the yearly digital imagery to proactively enhance the city's tree canopy area. Trees planted utilizing funds from the tree canopy fund are protected trees, and if approved to be removed, shall be mitigated at 1:1 unless heritage size which are mitigated at 3:1 (with the exception of species listed in 2.2B, which will be mitigated at 1:1) and are to be maintained by the project applicant. In addition, ten (10) percent of the funds collected will be kept in a separate budget line to be used for any litigation necessary in the enforcement of this section. The program is to be administered by the parks and community services department. The Director of the Parks and Community Services department and the City Administrator shall seek the advice of the parks and recreation board on the selection of projects to be funded. In addition, this fund may be used for grant programs for use for tree planting and preservation or oak wilt remediation on private property if for a public city purpose.
- (c) Funds to Be Kept Separate. The balance within the fund shall be recorded and accounted for in a manner that distinguishes them from other general funds of the city and shall be disbursed in a manner consistent with the purposes for which this fund has been established. The balance of this fund shall not be transferred to the general fund at the end of each budget year, but rather, the balance remaining in the fund at the close of the city's fiscal year shall roll over into the balance for the next fiscal year.

Commented [LM5]: Have you talked to Andy about doing this?

Sec. 28.06.063 Oak Wilt Management

- (a) Prohibited Trees. The planting of Texas Red Oak (*Quercus buckleyi*) aka Spanish Oak, Shumard Oak (*Quercus shumardii*), and similar thin bark red oaks is prohibited in areas known to be infested with Oak Wilt. These trees are potential sources of inoculum for the Oak Wilt fungus, *Ceratocystis fagacearum*. Fungal spore mats formed on these types of trees are attractive to insect vectors, which results in long range dissemination of the fungus.
- (b) Trimming or cutting of any oak species is prohibited from the first day of February to the last day of July. Permission may be granted to any entity wishing to trim or cut an oak tree susceptible to oak wilt during the prohibited months, provided that the entity contracts with a licensed professional tree care or landscaping company. In the case of oak species, wounds must be painted with an acceptable wound dressing within 30 minutes from the time of cutting.
- (c) Contractors or individuals identified pruning any oak(s) without a demonstrated ability to seal all wounds greater than 0.75 inches within 30 minutes of the time of cutting will be required to cease all work until a wound sealant is onsite and utilized on the project.
- (c) It is an offense for a contractor or individual to prune any oak without sealing wounds with an acceptable wound dressing within 30 minutes of pruning.
- (d) Infected red oaks that die in late summer, fall or early winter should be cut down and

burned when allowed, buried, or chipped soon after discovery to prevent fungal mats that may form on these trees the following spring.

- (e) Potential oak wilt investigations should be performed by a member of the Texas Forest Service, a Texas Oak Wilt Qualified (TOWQ) ISA certified arborist or the City Arborist. For information on oak wilt identification, spread and management reference www.texasoakwilt.org.
- (f) The planting, preserving, and maintaining of trees which are contagiously diseased trees, or the storage of cut oak unless first determined by a certified arborist to be devoid of oak wilt or properly treated, shall be deemed a public nuisance and is prohibited.
- (g) A violation of this section is an offense under section 28.06.009.

Chapter 2 – Administration and Personnel

Article 2.04 – Boards, Commission, and Committees

Division 11. – Tree Board

2.04.290. – Title.

This division shall be commonly cities as the “tree board ordinance.”

2.04.291. – Purpose.

This division provides standards for the formation, function, and responsibilities of a board tasked with managing the tree canopy and landscape within the City on City, government, and private property. The Board shall act in an advisory capacity to department directors related to trees and landscaping.

2.04.292. – Membership; Meetings

(a) Number of members.

- (1) The board shall consist of five voting members appointed by City Council.

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- (2) Voting members of the board shall live within the city's corporate limits or extra-territorial jurisdiction, and will serve without compensation.
- (3) The board will have one or two nonvoting members, who may be a member of city council or a city employee from the planning or building department, or both.
- (4) The board may add nonvoting members on an as-needed basis as approved by a majority of the board and the city council.
- (b) Terms of members. All appointments to the board shall serve a term of office of two years, except as noted below. Expiration of terms shall be staggered so that an overlapping occurs (in the first one-year period, the terms of two members shall expire during that year, and the term of three members shall expire in the second year). Members may be reappointed with no limitation on the number of terms one member may serve.
- (c) Member selection.
- (1) Every year, city staff will prepare a slate of nominees for city council consideration. Potential nominees may express interest in the board by contacting the city secretary in writing.
- (2) The city council will approve, reject, or modify the list.
- (3) The city council shall appoint a chair among the members. The chair shall serve a term concurrent with the member's two-year term. The board may select a vice chair from the remaining members.
- (d) Member removal. Members of the board may be removed from office by the city council at any time by a simple majority vote of the full city council (three out of five), either:
- (1) Upon its own motion;
- (2) Upon recommendation of a simple majority (three out of five) of the board.
- (e) Resignation; vacancies. A board member may resign by notifying the city secretary in writing of the member's intent to resign. A failure to attend three or more sequential board meetings without approval from the chair will constitute a de facto notification of intent to resign. Any vacancy shall be filled by the city council upon staff recommendation. All appointments shall be subject to approval by city council.
- (f) Meetings.
- (1) The board will meet at a minimum of four times a year.
- (2) Board will have the authority to schedule additional meetings at any time by the chair's recommendation.
- (3) The board will make a report to the city council at the first meeting of each month after a board meeting to update the council on projects and progress.
- (4) All meetings shall be open to the public.
- (g) Authority.
- (1) The authority of the board will include the following:
- (A) Coordinate and promote Arbor Day activities;
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- (B) Review and update a five-year plan to plant and maintain trees on city property;
 - (C) Support public awareness and education programs relating to trees;
 - (D) Review city department concerns relating to tree care;
 - (E) Submit an annual report of its activities to the city council;
 - (F) Assist with the annual application to renew the Tree City USA designation;
 - (G) Recommend a list of tree species for planting on city property, and a list of prohibited species; and
 - (H) Other duties that may be assigned by City Council, City Administrator, City Arborist, and/or their designees.
- (2) Decision-making authority related to tree preservation and planting to be issued in writing:
- (A) Waiver for paving over critical root zone under Sec. 28.06.055.
 - (B) Waiver for Heritage Tree Removal under Sec. 28.06.059.
 - (C) Waiver for tree removal in Water Quality Buffer Zones under Sec. 28.06.059.
 - (D) Waiver to plant trees on adjacent lots under Sec. 28.06.0591.
 - (E) Waiver to plant trees in specific locations under Sec. 28.06.0591.
 - (F) Waiver for tree removal related to fee-in-lieu under Sec. 28.06.0591.
 - (G) Waiver for tree canopy credit under Sec. 28.06.0591.
 - (H) Waivers for any other decisions related to tree preservation and related items as directed by city council.
- (h) Appeal from Tree Board decisions.
- (1) An applicant aggrieved by a tree board decision may appeal to the city council.
 - (2) The appeal must be filed not later than ten (10) days after the written decision has been rendered by the property owner.
 - (3) Upon receiving the notice, the tree board shall transmit all papers to the city council.
 - (4) The city council shall decide the appeal at the next meeting that is at least ten (10) business days from receipt of the written request for an appeal.
 - (5) The city council may reverse or affirm, in whole or in part, or modify the tree board's decision from which the appeal is taken.
 - (6) A member of the tree board may not bring an appeal on behalf of a property owner, other than themselves, to the city council.

Sec. 2.04.293 – Support

- (a) City staff, city arborist, and the city engineer shall provide logistical support to the board, as defined by access to city facilities for purposes of public meetings, access to city resources for purposes of copies and communications, and a designated staff liaison to coordinate and direct such support.
 - (b) The city staff will post agendas and information requested by the board, will take minutes at each meeting, and provide other requested support.
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DRIPPING SPRINGS
Texas

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, November 01, 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 Michelle Fischer
City Attorney Laura Mueller
City Treasurer Shawn Cox
People & Communications Director Lisa Sullivan
City Secretary Andrea Cunningham
IT Director Jason Weinstock
Parks & Community Services Director Andrew Binz
Community Events Coordinator Caylie Houchin
Planning Director Howard Koontz
Senior Planner Tory Carpenter
Public Works Director Aaron Reed
Deputy Public Works Director Craig Rice

PLEDGE OF ALLEGIANCE

Council Member Crow led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

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

assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

No one spoke during Presentation of Citizens.

PRESENTATIONS

- 1. Presentation regarding Wastewater issues related to Hays County Development District Number 1 from operator Inframark. Sponsor: Mayor Foulds, Jr.**

Inframark Director of Client Services Mark Yentzen presented the item.

Aaron Reed provided background information regarding the item.

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.

- 2. Approval of the October 18, 2022, City Council regular meeting minutes.**
- 3. Approval of a Facility Use Agreement with the Dripping Springs Lions Club regarding the 2022 Christmas on Mercer Event. Sponsor: Council Member Parks**
- 4. Approval of a Temporary Street Closure Permit Application from the Dripping Springs Lions Club to close a portion of Mercer Street from Bluff Street to San Marcos Street, and a portion of Old Fitzhugh Road on December 3, 2022. Sponsor: Council Member Parks**
- 5. Approval of staff recommendation related to selection of auditing firm based on request for qualifications and authorize staff to initiate negotiations and enter into an agreement for auditing services. Sponsor: Mayor Foulds, Jr.**

A motion was made by Council Member Parks to approve Consent Agenda Items 2 – 5. Council Member King seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

- 6. Public hearing and consideration of approval of an Ordinance regarding CUP2022-0005: an Application for a Conditional Use Permit to allow a mobile food vendor for longer than 10 days at 27713 RR 12. Applicant: Adam S Thompson**

a. Applicant Presentation – Applicant representative Brian Shelly was available for questions from the City Council.

b. Staff Report – Tory Carpenter presented the staff report which is on file. Staff recommends approval with the following conditions:

- (1) The applicant shall submit a site development permit prior to any additional site improvements; and
- (2) Hours of operation are limited to between 7:00am and 9:00pm; and
- (3) There shall be no amplified sound on the site; and
- (4) The Conditional Use Permit shall be reconsidered by City Council within two years of its effective date; and
- (5) The permit shall become effective with the issuance of the building permit

c. Planning & Zoning Commission Report – Chair James presented the report. The Commission recommend City Council approval with staff recommendations unanimously 5 to 0.

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

e. Ordinance – A motion was made by Council Member Tahuahua to approve with staff recommendations, an Ordinance regarding CUP2022-0005: an Application for a Conditional Use Permit to allow a mobile food vendor for longer than 10 days at 27713 RR 12. Council Member Parks seconded the motion which carried 3 to 2, with Mayor Pro Tem Manassian and Council Member Crow opposed.

Filed as Ordinance No. 2022-41

- 7. Discuss and consider approval of the Fiscal Year 2022 Road Improvement Project agreement between Lone Star Paving and the City of Dripping Springs and authorize staff to finalize agreement.**

Criag Rice presented the staff report which is on file. Staff recommends approval of Lone Star Paving Company for the project.

A motion was made by Member Crow to approve the Fiscal Year 2022 Road Improvement Project agreement between Lone Star Paving and the City of Dripping Springs, and authorizing staff to finalize agreement. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

- 8. Discuss and consider the Appointment of City Council members to the Development Agreement Working Groups for the Hilltop Vista (Cannon East) and the Cannon Commercial/Multi-Use Project (Oryx).**

Laura Mueller pretend the staff report which is on file.

Via unanimous consent, Mayor Pro Tem Manassian and Council Member Parks were appointed to the Hilltop Vista (Cannon East) DAWG, and Council Members Crow and Tahuahua were appointed to the Cannon Commercial/Multi-Use Project (Oryx) DAWG.

9. Discuss and consider approval of the 2023 City Council & Board of Adjustment meeting calendar.

Andrea Cunningham presented the staff report which is on file.

A motion was made by Mayor Pro Tem Manassian to approve the 2023 City Council & Board of Adjustment meeting calendar, changing the July 4, 2023, regular meeting to July 5, 2023. Council Member Parks seconded the motion which carried unanimously 5 to 0.

10. Discuss and consider the Appointment of Dr. Mark Miller to the Utility Commission as the Hays Trinity Groundwater Conservation District (HTGCD) member and Charlie Busbey as an At-Large member for terms ending June 30, 2024; and, the Appointment of a Chair to serve a term ending June 30, 2023.

Andrea Cunningham presented the staff report which is on file.

A motion was made by Mayor Pro Tem Manassian to appoint Dr. Mark Miller to the Utility Commission as the Hays Trinity Groundwater Conservation District (HTGCD) member and Charlie Busbey as an At-Large member for terms ending June 30, 2024, and to appoint Charlie Busbey as the Chair to serve a term ending June 30, 2023. Council Member Crow seconded the motion which carried unanimously 5 to 0.

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.

Reports are on file and available for review upon request.

11. Transportation Committee Report

Travis Crow, Chair

12. Update on City Hall Remodel Project

Kevin Herron, Herron Design Studio

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Section 551.071, Consultation with City Attorney, and regarding Executive Session Agenda item 13. Council Member Tahuahua 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.

13. Consultation with City Attorney related to litigation regarding the South Regional Water Reclamation Project, Wastewater Permits, Code Enforcement, and related items. Consultation with City Attorney, 551.071

The City Council met in Executive Session from 6:48 – 7:01 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 7:01 p.m.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

November 15, 2022, at 6:00 p.m.

December 6, 2022, at 6:00 p.m. (CC & BOA)

December 20, 2022, at 6:00 p.m.

Boards, Commissions & Committees

November 3, 2022, Historic Preservation Commission at 4:00 p.m.

November 7, 2022, Parks & Recreation Commission at 6:00 p.m.

November 8, 2022, Planning & Zoning Commission at 6:00 p.m.

November 9, 2022, Utility Commission at 4:00 p.m.

November 14, 2022, TIRZ No. 1 & No. 2 Board at 4:00 p.m.

November 14, 2022, Founders Day Commission at 6:30 p.m.

ADJOURN

A motion was made by Council Member Parks to adjourn the meeting. Council Member King seconded the motion which carried unanimously 5 to 0.

This regular meeting adjourned at 7:01 p.m.

APPROVED ON: November 15, 2022

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

**HOTEL OCCUPANCY TAX (HOT) GRANT PROGRAM
FUNDING AGREEMENT**

This Agreement made and entered into this, the 15th of November 2022, and between the **City of Dripping Springs**, Texas a general-law municipality located in Hays County, Texas (“City”), and **Friends of the Pound House Foundation**, (“Pound House”) is understood and agreed to be as set forth herein.

RECITALS:

WHEREAS, the City of Dripping Springs has been and remains a recognized destination for tourists, and as a result has developed a tourism industry which is beneficial to the City, its residents, and merchants; and

WHEREAS, the continued promotion and growth of the tourism industry will enhance the City, and insure to its benefit; and

WHEREAS, there is available a seven percent (7%) Hotel Occupancy Tax, authorized by state statute, the proceeds of which can be utilized by the City to promote tourism, and enhance the arts and historical preservation of the City; and

WHEREAS, the City Council has deemed it to be in the best interest of Dripping Springs to accomplish the goals as set forth above, and to enact and approve a seven percent (7%) Hotel-Motel Occupancy Tax, the proceeds of which can be devoted to the foregoing purposes; and

WHEREAS, the City Council deems it to be in the public interest to promote tourism and increased hotel occupancy through the execution of certain limited funding agreements that award grants financed by a portion of the proceeds from the collection of Hotel-Motel Occupancy Tax revenue; and

WHEREAS, the City's Hotel Occupancy Tax Committee reviewed various funding proposals and made a recommendation regarding the grant described herein; and

WHEREAS, the City Council approved the expenditure of the grant funds in the Fiscal Year 2023 Budget through the approval of Ordinance No. 2022-33 on September 20, 2022; and

WHEREAS, the City Council awarded and approved the grant of these funds at a properly-conducted public meeting held on September 20, 2022.

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. PARTIES

The parties to this Agreement shall be the City of Dripping Springs (City), and the Friends of the Pound House Foundation, a nonprofit corporation organized under the laws of the State of Texas.

2. FINDINGS

The parties hereby agree that the project(s) described in the Recipient's funding application ("Attachment "A") promotes tourism.

3. GRANT

The City hereby agrees to transfer as a grant a portion of the Fiscal Year 2023 Hotel Occupancy Tax funds to Pound House for the following: advertising, solicitation, promotional programs; historical restoration and preservation projects and activities; and signage in an amount of Seventy-one thousand, one hundred and ninety-eight dollars (\$71,198.00). The grant shall be payable in one lump sum payment no later than 30 days after the date this Agreement is signed by both parties.

4. SERVICES

In exchange for the grant described above, Pound House hereby agrees to utilize the grant funds in the amount of Seventy-one thousand, one hundred and ninety-eight dollars (\$71,198.00) for the purposes as described in Attachment A.

5. REQUIREMENTS

- 5.1** Recipient must ensure that all Dripping Springs lodging and their current contact information are listed on information provided to visitors, registrants, vendors, and event attendees, including visitor and event websites, funded by the grant. Also, all Dripping Springs hoteliers must be made aware of the historic site and any event, have access to mailing lists, and have sufficient time to participate in the bidding process for both primary bookings and overflow.
- 5.2** If grant funds are used for advertising, the City Administrator must approve the final advertising copy prior to publishing or distribution for appropriate representation of the City of Dripping Springs, and local lodging.
- 5.3** Promotional materials using grant funds are required to include the appropriate City of Dripping Springs branding as provided by the City Administrator. Also, any event sponsor signage is required to include the appropriate City of Dripping Springs brand; and
- 5.4** Recipient must provide the City Administrator with two copies of all printed materials created with grant funds.

6. DURATION

This Agreement is commencing on December 1, 2022 and ending on September 30, 2023. Recipient must expend the grant funds during the term of this Agreement or remit the remaining balance back to the City.

7. TERMINATION

This Agreement may be terminated by either party prior to performance with or without cause upon written notification to the other party. After the Recipient has commenced performance of the obligations provided for in this Agreement, the City may terminate the Agreement only in instances of breach by the Recipient, at which time the Recipient shall reimburse to the City the amount of the grant not yet expended. If the Recipient terminates this Agreement after having received funds from the City, the Recipient shall reimburse the City the complete amount of the grant provided for herein.

8. ACCOUNTING

Prior to the expiration of this Agreement, an agent of the Recipient will submit a Post Event Report Form as provided by the City describing the status of the project and explaining how the grant funds were used. The report shall include expenditures covered by the funds provided by this Agreement, visitor attendance data from event surveys, and estimated number of visitors overnight stays due to the event/expenditure. Following submission of the Post Event Form, an agent of the Recipient may be required to attend a City Council meeting to personally account for the expenditures made in accordance with this Agreement, if requested to do so by the City Administrator.

9. CONTACTS

For purposes of this Agreement, communications may be sent as follows:

To the City:
City of Dripping Springs
Attn: Michelle Fischer
PO Box 384
Dripping Springs, TX 78620

To the Recipient:
Friends of the Pound House Foundation
Attn: Betty Meyer
PO Box 1150
Dripping Springs, TX 78620

10. INDEMNIFICATION

The Recipient hereby releases, indemnifies, and holds the City, its employees, and agents, harmless for any damages, injuries, or other claims resulting from Recipient’s actions or inactions, or the conduct of Recipient’s agents, employees, or contractors.

11. INCLUSIVENESS

This document represents the entire understanding between the parties. This Agreement may only be amended in writing with the mutual consent of the parties.

12. SEVERABILITY

If any sentence, clause, or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

WHEREFORE PREMISES AND CONSIDERATION ACCEPTED, AND HEREBY AGREED:

CITY OF DRIPPING SPRINGS:

FRIENDS OF THE POUND HOUSE FOUNDATION:

Bill Foulds, Jr., Mayor

Betty Meyer, Vice President,
Board of Trustees

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"

Pound House HOT Funding Application



Application Date: May 13, 2022

HOT GRANT FUNDING PROGRAM APPLICATION

Organizational Information

Name of Organization/Business: Friends of the Pound House Foundation
Address: PO Box 1150
City, State, Zip: Dripping Springs, TX 76820
Contact Name: Jenny Pack
Contact Phone/Email: info@phfmuseum.org
Website Address: phfmuseum.org
Type of Business/Organization: Museum
Non-Profit Status: 501c3
Tax ID Number: 742580000
Entity's Creation Date: January 1991

Purpose of Organization/Business:
Protect, preserve and develop the Pound House farmstead for the use,
education, enjoyment and benefit of present and future generations. The PHF Museum
is a living depiction of early life in the Texas Hill Country, providing historical
education, a destination point for visitors and gathering place for the community.

Event/Project Information

Name of Event/Project: 2022-23 Sustaining preservation and special preservation projects; signage; and advertising
Date of Event/Project: 2022-23 fiscal year
Location of Event/Project: 419 Founders Park Road, Unit B Dripping Springs, TX 76820
Description of Event/project: A) Preservation including final building repairs post-mold remediation, exhibit update and development, exterior paint and porch repair. Sustaining preservation for collections storage, tree care a

B) Continuation of interpretive and way signage throughout the museum grounds to improve guest experience and inform outdoor exhibits. C) Advertising and promotional programs to attract to

Funding Amount Requested: \$71,198.00

How funds will be used, including itemized list of expenditures which can be attached separately:

Please see attached list

Percentage of Total Event/Project Cost Covered by HOT Funding: 50%

Please indicate which Category or Categories apply to the Funding Request, and list the Amount Requested under each category:

Convention Center or Visitor Information Center: construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers or both.

Amount requested under this category: _____

Registration of Convention Delegates: furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants

Amount requested under this category: _____

Advertising, Solicitation, Promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.

Amount requested under this category: \$4,000.00

Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry: the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tap and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

Amount requested under this category: _____

Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historical sites or museums.

Amount requested under this category: \$59,198.00

Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.

Amount requested under this category: _____

How many individuals are expected to participate in the sporting related event? _____

How many participants at the sporting related event are expected to be from another City or County? Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity.

Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.

Amount requested under this category: _____

What sites or attractions will tourists be taken to by this transportation:

Will members of the general public (non-tourists) be riding on this transportation?

What percentage of the ridership will be local citizens?

Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

Amount requested under this category: \$8000.00

What tourist attractions will be the subject of the signs:

The interpretive signage will share information about our outdoor exhibits throughout the museum grounds. The signs will inform the guests' experience, share historical information and impact the depth of our tours.

Way-signage on the grounds will direct visitors where to go to find information, restrooms and various other facilities on the grounds. This is a continuation of our signage project from last year.

Promotion and Preservation of Dark Skies. Construction and maintenance of infrastructure and the purchase and installation of hardware that reduces light pollution and sky glow.

Amount requested under this category: _____

Describe Construction or Maintenance Project to include location, type of infrastructure and/or hardware to be installed:

All Funding Requests

Section must be completed for city to evaluate this application. Incomplete applications are subject to automatic denial.

How many years have you held this Event/Project: 19 year What is the expected attendance of the Event/Project: 50,000

How many people attending the Event/Project will use Dripping Springs hotels: UK

How many nights will the attendees be staying for the Event/Project: UK

Do you reserve a room block for this event/project at an area hotel and if so, for how many rooms and at which hotels?

List other years (over the last three years) that you have hosted your Event/Project with amount of HOT grant funding and the number of hotel rooms used:

<u>Month/Year Held</u>	<u>Grant Amount</u>	<u>Number of Hotel Rooms Used</u>
<u>2020-21</u>	<u>\$22,700.00</u>	<u>UK</u>
<u>2019-20</u>	<u>\$36,875.21</u>	<u>UK</u>

How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc)?

Farmers Market tracks weekly attendance and gathers information about out-of-town guests. DSPF also counts gate numbers and advertises to a wide geographic-span.

The museum also has data tracking methods for all guests. We record guest count, residence zipcode, method by which they found us, and whether they are staying the night in DS. Together, these inform measurable analysis of impact. We also will plan and implement a partnership

Please list other organization, government entities, and grants that have offered financial support to your event/project:

Humanities Texas, Summerlee Foundation, and the Texas Historical Foundation
We actively seek support through grants from local, state and government agencies.
FPHF is sustained entirely through grant funding and private donations.

Admission Fee for Event/Project: Free

Anticipated Net Profit, if any: \$0.00

Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: _____

Internet: _____
Radio: _____
TV: _____
Other Paid Advertising: _____

Number of Press Releases to Media: _____

Number of Direct Mailings to out-of-town recipients: _____

Other Promotions: _____

Will you include a link to the Dripping Springs Visitors Bureau or other source on your promotional handouts and in your website for booking hotel nights during this event/project? Yes, we already have the DSVB planning widget installed on o

Will you negotiate a special rate or hotel/event package to attract overnight stays? Yes, this is in line with our plan to partner with hotels

What new marketing initiatives will you utilize to promote hotel and convention activity for this event/project?

We currently offer brochures and rack cards encouraging hotel guests to visit the museum as part of their Dripping Springs experience.
We also plan to partner with other local businesses and hotels to pull together "historic DS packages " which incorporate other businesses/areas,
such as downtown Mercer Street and the Mercer Street Walking tour map.

What geographical areas does your advertising and promotion reach?
Hays, Travis and Comal Counties. Some events target a broader audience state-wide. A significant number of our visitors are either from greater-Dallas area; Fredericksburg; San Antonio, or reside out of state.

How many individuals will your proposed marketing reach who are located in another city of county?
Unknown, but the digital marketing campaigns for our weekly and annual events reaches thousands.

If the funding requested is related to a permanent facility (e.g. museum, visitor center)?
Expected Attendance Monthly/Annually: 2,000 monthly/ 50,000 Annually

Percentage of those in attendance that are staying at area hotel/lodging facilities: UK

Completed application with required attachments must be submitted to the City of Dripping Springs:

By Mail to:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620

In Person to:

City of Dripping Springs
City Hall
511 Mercer Street
City of Dripping Springs, TX 78620

Electronic Submission to:

mfischer@cityofdrippingsprings.com

I fully understand the Local HOT Grant Program Application and Guidelines established by the City of Dripping Springs. I intend to use this grant for the aforementioned Event/Project expenditure to forward the efforts of the City in *directly* enhancing and promoting tourism and the convention and hotel industry by attracting visitors from outside Dripping Springs into the city or its vicinity. I have attached to this application:

- proposed marketing plan for event/project
- schedule of activities for event/project
- a list of the organization/business board of directors
- proof of non-profit status (if applicable)
- proof of registered business with the State of Texas (if applicable), and

I understand that if I am awarded a Local HOT Grant by the City of Dripping Springs, I will be required to enter into a Local HOT Grant Program Agreement with the City and any deviation from the approved project and the Agreement may result in the partial or total withdrawal of the Local HOT Grant Program funds.

Friends of the Pound House Foundation

Business/Organization Name

May 13, 2022

Applicant's Signature

Date

POUND HOUSE FARMSTEAD

MAY 2022

MARKET STRATEGY

A Sense of Place

Pound House Farmstead is a Founder's museum and time capsule of a bygone era. We tell the story of Dripping Springs from the settlement of the first families in 1854 through to the late 1940's. Cultural heritage tourism is one of the best parts of the tourism industry, and is a powerful economic development tool. Museums play a major role not only in the wider sphere of arts, but also within tourism and leisure. PHF Museum offers distinctive draw, which surrounding communities lack.

Research + Development



- ★ **KNOW OUR TARGET MARKET**
Continued tracking of annual data to meet our visitors' needs
- ★ **INCREASE ENGAGEMENT**
Gate numbers have increased by 100-fold, now we want guests to discover more of the museum
- ★ **MARKET RESEARCH**
Professional consultants have been retained to improve visitor experience + draw more tourism

What are our goals?

- ✓ **FINISH RESTORATION + REPAIR TO PRESERVE THE HISTORIC HOUSE BUILDING**
- ✓ **IMPLEMENT PROFESSIONAL CONSULTATION ON IMPROVING VISITOR EXPERIENCE**
- ✓ **UPDATE + REFRESH EXHIBITS**
- ✓ **ATTRACT MORE VISITORS**
- ✓ **20TH ANNIVERSARY GRAND OPENING!**

5 KEY ACTIONS TO REACH OUR GOALS

FUNDING

In addition to HOT Grants, we will continue robust grant acquisition and private donor funding to ensure the viability of our projects



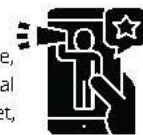
UP OUR SOCIAL GAME



We will continue to grow our outreach and expand to broader markets with paid digital advertising of our own, in addition to 3rd party marketing plans. We will continue to broadcast through our newsletter, website and social platforms.

INFLUENCER MARKETING

We will continue to be able to expand our customer base, increase followers, and boost business through the digital marketing presence of our partners including Farmers Market, DS Visitor's Bureau, DS Pumpkin Fest and Hill Co. Monopoly.



MAP IT OUT



Our self-guided maps will be distributed locally. In addition, we will continue our participation in the Texas Hill Country Passport program, spanning multiple Texas counties

GAIN COLLABORATIONS



We will expand our brand awareness by continuing to build relationships with local entities who acquire our same values and vision.

WWW.PHF MUSEUM.ORG



Itemized List of Expenditures

HOT Grant 2022-23

ADVERTISING:

Texas Hill Country Monopoly	\$2,000.00
Vendor Booth	\$2000.00

PRESERVATION:

Collections Storage	\$3,900.00
Heritage Oak Tree Care	\$2,000.00
Tree trimming of all historic oak	\$1,680.00
Historic Rose Garden Maint.	\$1,500.00
Exhibit Development	\$25,200.00
Interior Building Repairs	\$14,420.00
Exterior Paint	\$4,050.00
Porch Repair	\$6,448.00

SIGNAGE:

Interpretative Signage (Grounds)	\$8,000.00
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Client: 8119477

Printed on: 4/27/2022

Pound Farmstead
Attn: Jennifer Pack
419 Founders Park Road
Dripping Springs, TX 78620
Mobile Phone: 562-682-7909
E-Mail Address: pioneer@drpoundfarmstead.org

Bartlett Tree Experts
Jo Harris - Representative
2200 Old Ranch Road 12, Unit A
San Marcos, TX 78666
Business: 512-392-1089
Mobile Phone: 512-507-3971
Fax Number: 512-392-7398
E-Mail Address: jharris@bartlett.com

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions relating to your trees or shrubs. THIS IS NOT AN INVOICE.

Tree and Shrub Work

Removal

Dismantle the declining 1. Mulberry located at the left side of house. Leave stump as close to grade as possible. Remove resulting debris.

Amount: \$1,890.00
Tax: \$155.93

Natural Pruning

Species	Location
1 Feature Live Oak	rear of Building
1 Live Oak, <i>Quercus virginiana</i>	right of building
13 Live Oaks group	left side of property
2 Live Oaks group	left rear of building out side of the fence

Goals:

- Improve clearance over grade 8-10ft
- Improve clearance over drive 12-14 ft

Specifications

- Reduce and/or remove live branches as needed, 2-6 inch diameter cut(s), 8-10Ft of clearance from Grade
- Reduce and/or remove live branches as needed, 2-6 inch diameter cut(s), 12-14ft of clearance from Roadway
- Remove all debris

Arborist Notes

- Note: remove 2-3 large dead lower limbs on the oaks

Amount: \$1,680.00

Client: 8119477

Printed on: 4/27/2022

	<i>Tax: \$138.60</i>
<hr/>	
<i>Total for 'Tree and Shrub Work'</i>	<i>Amount: \$3,570.00</i>
	<i>Tax: \$294.53</i>
<hr/>	
	Total Amount: \$3,570.00
	Total Tax: \$294.53
	Total: \$3,864.53
<hr/>	

Please review the terms and conditions attached, which become part of the agreement, and sign and return one copy authorizing the program.

(Customer Signature)

(Date)

(Bartlett Representative - Jo Harris)

(Date)

* Sales tax added where applicable. Prices are guaranteed if accepted within thirty days.
All accounts are net payable upon receipt of invoice.
Work is done in accordance with ANSI A300 Tree Care Standards.

To access a certificate of liability insurance for Bartlett Tree Experts, please navigate to
<http://www.bartlett.com/BartlettCOI.pdf>

A Job Site Safety Analysis was completed for your property, please contact your arborist for further details.

Pinnacle Roofing Proposal

Date: 5/10/2022
 Invoice 89117
 Customer ID Pound House additions

12400 St. Highway 71 W.
 Suite 350-339
 Austin, Texas 78738
 markwilhelm7779@gmail.com

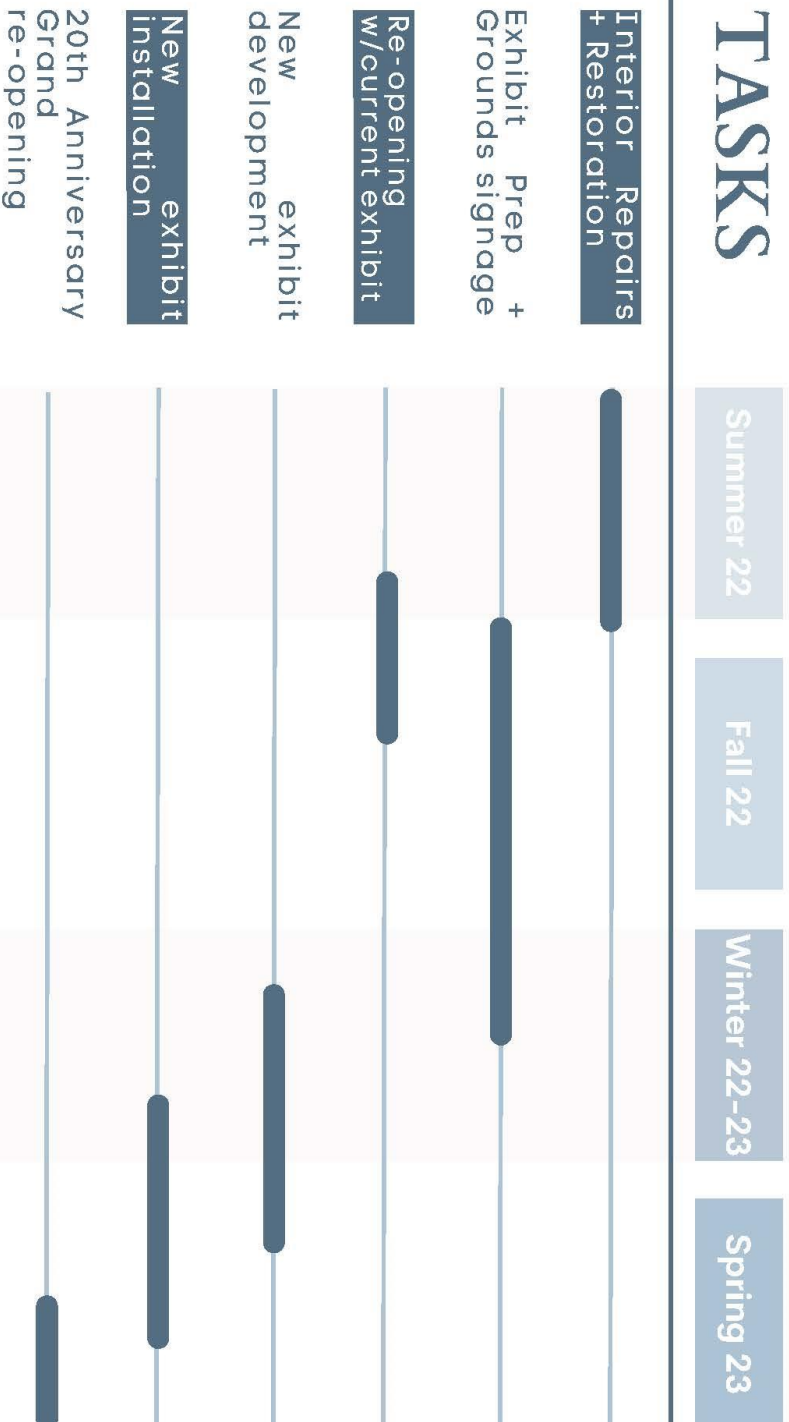
Bill To:
Pound House
 419-B Foundes Park Road
 Dripping Springs, Texas 78620

Description of Work	
To furnish the labor and materials for the following job descriptions:	\$2,950.00
Whitewash the interior walls up to ceiling height, paint ceiling joists and above exposed wood a medium brown.	
DO NOT PAINT log or rock walls.	
Repair 7 ft. section of dividing wall in northeast room.	
Repair dry rot at cistern cap.	
Install insulation between rafters and in exterior wooden gables.	\$11,470.00
Install brown fiber insulation board against roof, over insulation and trim with wood where necessary.	
Ramp, breezeway and front porch decking replacement.	\$6,448.00
Remove old decking, install new decking with comparable size material for each area.	
Repair floor joists as needed.	
Paint exterior, same color scheme, and ramp, breezeway and front porch floors.	\$3,450.00
EXCLUDE whitewashed log walls.	
Cleanup and debris removal	\$600.00
Total	\$24,918.00

FPHF

SCHEDULE OF ACTIVITIES

TASKS



Friends of the Pound House Foundation

Board of Trustees 2022

Betty Meyer, President
8000 Mt. Sharp Road
Wimberley, TX 78676
halbett13@aol.com
512-431-7839

Maggie Castleman
4777 Bell Springs Road
Dripping Springs, Texas 78620
512-633-7298
momsiecastleman44@gmail.com

Miles Mathews, Past President
144 Cats Eye Cove
Dripping Springs, TX 78620
miles@hmvkglobal.com
512-940-8554

Emily Hummel
12901 Staton Drive
Austin, TX 78727
emhumm@gmail.com
512-784-7975

Echo Uribe, Vice President
3805 Lone Man Mountain Rd
Wimberley, TX 78676
Poundfarm.echo@gmail.com
512-796-7895

Timothy Graves
10305 Wildwood Hills Lane
Austin, TX 78737
thgraves@icloud.com
512-964-9425

Janet Hermann, Treasurer
365 Beckys Way
Dripping Springs, TX 78620
jhermann@hotmail.com
773-259-7324

Marilyn West
1519 Trebled Waters Trail
Driftwood, TX 78619
hereintexas@outlook.com
562-253-2610

Laura Kirk, Secretary
629 Post Oak Dr.
Dripping Springs, TX 78620
lbkirk@flash.net
512-751-6902

Rebekah Johnson, Junior Board Member
267 Steamboat Crossing
Dripping Springs, TX 78620
Rebekahjohnson721@gmail.com
512-541-0523

Evan Webb
1380 Pursley Rd.
Dripping Springs, TX 78620
epwebb@gmail.com
512-743-5846

Jenny Pack, Executive Director
1519 Trebled Waters Trail
Driftwood, TX 78619
pioneer@drpoundfarmstead.org
562-682-7909

Wanda Mauldin
3716 Kandy Drive
Austin, TX 78749
omesadieladywjm@gmail.com
512-789-5135



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
 SUSAN COMBS • COMPTROLLER • AUSTIN, TEXAS 78774

January 16, 2014

FRIENDS OF THE POUND HOUSE FOUNDATION
 PO BOX 1150
 DRIPPING SPGS, TX 78620-1150

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 07-30-1990
 Sales and use tax, as of 07-29-1991
 (provide Texas sales and use tax exemption certificate [Form 01-339 \(Back\)](#) to vendor)
 The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17425800004

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication [Exempt Organizations, Sales and Purchases \(96-122\)](#). [Online registration is available.](#)

For information concerning sales taxpayer permit status, please use the [vendor search](#) we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from [Business and Nonprofit Forms](#) page of the [Secretary of State's Website](#). Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the [Foreign or Out-of-State Entities](#) page on the Secretary of State's Website.

Our publications and other helpful information are available on our [website](#). If you need more information, write to us at exempt.orgs@cpa.state.tx.us, or call us at (800) 252-5555.

**HOTEL OCCUPANCY TAX (HOT) GRANT PROGRAM
FUNDING AGREEMENT**

This Agreement is hereby entered into on the 15th day of November 2022, by the **City of Dripping Springs**, Texas, a general-law municipality located in Hays County, Texas (“City”), and the **Dripping Springs Visitors Bureau**, a nonprofit corporation (“Visitors Bureau”).

RECITALS:

WHEREAS, the City benefits from tourism as a form of economic development; and

WHEREAS, the City has assessed a local hotel occupancy tax (HOT) on occupants of hotels within the Dripping Springs City Limits and the Extraterritorial Jurisdiction in accordance with Texas Tax Code Chapter 351; and

WHEREAS, pursuant to Texas Tax Code Section 351.101, the City is authorized to allocate HOT funds that: (1) directly enhance, attract, and promote tourism and the convention and hotel industry; and (2) clearly fit into one of nine statutorily provided categories for expenditure of local HOT funds; and

WHEREAS, the City Council may delegate the management or supervision of programs and activities paid for with HOT funds; and

WHEREAS, the City of Dripping Springs has been and remains a recognized destination for tourists, and as a result has developed a tourism industry which is beneficial to the City, its residents, and merchants; and

WHEREAS, the continued promotion and growth of the tourism industry will enhance the City, and insure to its benefit; and

WHEREAS, the City Council has deemed it to be in the best interest of Dripping Springs to accomplish the goals as set forth above, and to enact and approve a seven percent (7%) Hotel-Motel Occupancy Tax, the proceeds of which can be devoted to the foregoing purposes; and

WHEREAS, the City Council approved the expenditure of the grant funds in the Fiscal Year 2021 Budget through the approval of Ordinance No. 2020-42 on August 11, 2020; and

WHEREAS, the City Council awarded and approved the grant of these funds at a properly-conducted public meeting held on August 11, 2020.

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. Compensation

(a) **Maximum Allocation:** The City agrees to pay the Visitors Bureau a total of Two Hundred

Twenty Thousand Dollars (\$220,000.00) in four quarterly payments of Forty-Five Thousand Dollars (\$55,000.00) four times a year in consideration for services rendered by the Visitors Bureau during the previous quarter in accordance with this Agreement.

- (b) **Compensable Services:** The City will compensate the Visitors Bureau for services that directly enhance and promote tourism and the convention and hotel industry as listed in the Application attached as **Attachment “A”** including but not limited to the operation of a Visitors Center.
- (c) **Geographic Emphasis:** The City will compensate the Visitors Bureau for services designated to attract overnight visitors, tourists, and conventions to the local area from places or origin a least 75 miles outside the corporate city limits.
- (d) **Sign Permits:** The city will waive sign permit fees for signage directing the public to sights, attractions, conventions, and events visited frequently by hotel guests staying in the area where the Dripping Springs Visitors Bureau is the applicant for the sign permit.

2. Compensable Services

- (a) **Facilities:** The Visitors Bureau agrees to operate and maintain a Visitors Center. Administrative expenditures in support of a visitor information center that are compensable by the City from HOT funds include supplies, salaries, utilities, travel expenses, and administrative costs associated with a visitor center. The Visitors Center will provide tourist-related information about the City of Dripping Springs upon request including information related to the City’s events and event center.
- (b) **Activities:** The Visitors Bureau agrees to use the HOT funds provided by the City under this Agreement to conduct a continuing program of advertising and promotion for the sole purpose of attracting overnight visitors, tourists, and conventions to the local area by engaging in the following activities:
 - (1) **Convention Center or Visitor Information Center:** the establishment, improvement, equipping, repair, operation, or maintenance of a convention center or visitor information center;
 - (2) **Convention Registration:** providing funding for the administrative costs for facilitating convention registration;
 - (3) **Art:** promoting the arts;
 - (4) **Historical Restoration or Preservation:** performing historical restoration or preservation projects, activities, or programs;
 - (5) **Signage:** erecting signage directing the public to sights and attractions visited frequently by hotel guests staying in the area;
 - (6) **Publications:** publishing and distributing brochures and community information

packets that would attract overnight visitors, tourists, and conventions to the local area;

- (7) **Advertising:** advertising in various tourist publications and general media publications distributed outside of the local area, that being at least 75 miles from the corporate city limits, in a manner designed to increase the traveling public's awareness of the resort and recreational advantages of the local area;
- (8) **Event Sponsorship:** sponsoring events such as festivals, carnivals, and sporting events;
- (9) **Travel Shows:** attending travel shows and such other events to promote the area;
- (10) **State and Regional Tourist Agencies:** participating with state and regional agencies in tourist development programs to benefit the local area;
- (11) **Advisors to City:** serving as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy; and
- (12) **Additional Activities:** conducting other qualifying activities, as approved in advance by the City Administrator.

3. Management of Funds

- (a) **Budget:** The Visitors Bureau shall perform its duties and activities under this Agreement pursuant to the Budget attached in its application in **Attachment "A"**. The Visitors Bureau shall provide a new proposed budget with any future application for HOT Funds. The City agrees that the Visitors Bureau may reallocate on each separate instance up to ten percent (10%) of the total approved budget among line items to meet changing conditions. Any request for a change in excess of this percentage or for an increase in funding must be submitted in writing to the City for consideration by City Council.
- (b) **Fiduciary Relationship:** The Visitors Bureau acknowledges that the approval of such budget by the City Council creates a fiduciary duty in the Visitors Bureau with respect to the Hotel Tax Funds provided by the City to the Visitors Bureau under this Agreement. The Visitors Bureau shall spend Hotel Tax Funds only in the manner and for the purposes specified in this Agreement, Texas Tax Code Section 351.101 (a), and in the budget as approved by the City.
- (c) **Accounting:** The Visitors Bureau agrees to maintain accurate financial records of the receipt and expenditure of HOT funds, in accordance with generally accepted account principles. The Visitors Bureau shall make its financial records related to this Agreement available to the City upon request.
- (d) **Quarterly Report:** Visitors Bureau shall provide the City with quarterly reports for the Visitors Bureau's expenditure of the HOT funds in the past quarter with an emphasis on explaining how the City's allocation of HOT revenue to the Visitors Bureau furthers the

stated objective of attracting overnight visitors, tourists, and conventions to the local area. The Visitors Bureau shall meet with the Hotel Occupancy Tax Grant Advisory Committee after the first quarter. The Visitors Bureau shall meet with the Hotel Occupancy Tax Grant Advisory Committee after subsequent quarters if requested to do so by the Committee. Reports shall be due to the City on or about January 1, 2023, April 1, 2023; July 1, 2023; and September 30, 2023. The Visitors Bureau may be requested to present its quarterly or annual report to the City Council.

- (e) **Payments:** The City shall remit to the Visitors Bureau a quarterly payment for qualifying services for the previous quarter. Payments shall be made within 30 days after the quarterly report is submitted to the city.

4. Independent Contractor

It is expressly understood and agreed by and between the parties that the Visitors Bureau is engaged under this Agreement solely as an independent contractor and is not an officer, agent or employee of the City. The City shall not be responsible for the day to day supervision of the Visitors Bureau, its officers, agents, or employees.

5. Term and Renewal of Agreement

- (a) **Calendar Year:** This Agreement shall be effective on November 15, 2022, and shall remain effective until October 1, 2023.
- (b) **For Cause Termination:** This Agreement may be terminated by either party *for cause* upon the objecting party's notice for cause termination being conveyed to the other party at least ninety (90) days prior to the termination date.

6. Notification

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mails, either certified or registered mail, postage prepaid and addressed to the following locations:

For the City:
 City of Dripping Springs
 Attn: City Administrator
 PO Box 384
 Dripping Springs, TX 78620

For the Visitors Bureau
 Dripping Springs Visitors Bureau
 Attn: President
 PO Box 206
 Dripping Springs, TX 78620

7. Assignment or Delegation

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement.

However, nothing in this Agreement shall prohibit the Visitors Bureau from participating with

other city, regional, or state tourism programs or to contract for joint promotion with other agencies.

8. Controlling Law & Venue

This Agreement shall be subject to the laws and statutes of the State of Texas. It is understood and agreed that in the event any provision of this Agreement is inconsistent with the requirements of the Act, or any other applicable State law, the requirements of the law will control. The Venue for any legal disputes arising under this Agreement shall be Hays County.

9. Absence of Indemnification

Each party to this Agreement shall be solely responsible and liable for the acts, errors, and omissions of its officers, agents, and employees, and for any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the party's own operations carried out in furtherance of this Agreement. No indemnification of one party by the other party is intended or shall be implied by this Agreement.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties, relative to the City's allocation of HOT funds as compensation for services to be provided by the Visitors Bureau.

IN WITNESS WHEREOF, the parties hereby execute this Agreement:

[signature page follows]

CITY OF DRIPPING SPRINGS:

**DRIPPING SPRINGS VISITORS
BUREAU:**

Bill Foulds, Jr., Mayor

Pam Owens, President

ATTEST:

ATTEST:

Andrea Cunningham, City Secretary

Signature

Printed Name and Title

Attachment "A"
Visitor's Bureau HOT Funding Application



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

Submitted By: Caylie Houchin; Community Events Coordinator

City Council Meeting Date: November 15, 2022

Agenda Item Wording: Approval of Parks & Community Services Sponsorship Program. *Sponsor: Council Member Parks.*

Agenda Item Requestor: Caylie Houchin

Summary/Background: The purpose of The Sponsorship program is to give local businesses an opportunity to give back to the community by helping provide family friendly programs and events.

In the past, staff has solicited sponsors for each individual event and customized each sponsorship agreement to meet the needs of the sponsor. This is a year-round sponsorship program that includes recognition for each sponsor at all existing and new events by the Parks & Community Services Department. If a business is interested in becoming a title sponsor for an event, a customized agreement and sponsorship fee will be created.

The Parks and Community Services Department is budgeted to collect \$2000 in revenue in sponsorships in the 2023 budget. Funds from the sponsorship program will be used on supplies, equipment, and advertising for new and established events. Established events include Bark in the Park, Float and Flick, Festival of Flight, Star Parties, and Park Clean-Up Days.

Interested sponsors will find the Sponsorship flyer posted on the Parks & Community Services Page of the City website, or on Facebook. Potential Sponsors will be able to register and pay for their sponsorship online through CivicRec or in person. City Staff will create all marketing materials for the programs/events, which is then approved by Communications and Marketing Director, Lisa Sullivan.

Commission Recommendation: Parks and Recreation Commission recommends to City Council support the proposed PCS Sponsorship Program on 11/07/2022 by a vote of 7/0.

Staff Recommendation: Approve PCS Sponsorship Program

Attachments: - PCS Sponsorship Flyer

Next Steps/Schedule: Implementation date of January 1, 2023.

Bring more exposure to your business or organization while supporting our community!

Dripping Springs Parks & Community Services Department hosts special events year-round that bring the community together. Parks and Community Sponsorships allow your organization, company, or family to join in on the fun while showing strong community support. Sponsorship opportunities with us are constantly evolving as our city grows, please contact us today to find out how you can support your community!

Opportunities include: Annual Sponsorships, Title Sponsorships, and more!

Annual Sponsorships	Level 3	Level 2	Level 1
"Thank You" Post on Social Media	✓	✓	✓
Name & Logo in Activity Guide	✓	✓	✓
Free Entry to Ticketed Events	✓	✓	✓
Name & Logo on Parks and Community Services Webpage	✓	✓	
Name & Logo on Event Signage	✓	✓	
Promotional Materials Placed in Giveaway Bags	✓		
Booth at 2 Community Events	✓		
Name Listed on Parks and Community Services Webpage			✓
	\$2,000	\$1,000	\$500

Title Sponsorship opportunities are available!

Contact the Parks & Community Services Department today for more information!

ANNUAL EVENTS:

- Great American Clean-Up – March/April
- Festival of Flight – May
- Movies in the Park – Held Quarterly
- Star Parties – Held Bi-Annually
- Bark in the Park - August
- Fall Sweep - October
- Christmas on Mercer Movie Night - December
- And more to come!



Questions? Contact the Parks and Community Services Department at 512-894-2400 or parks@cityofdrippingssprings.com.



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Finance Director/City Treasurer 

Date: November 15, 2022

RE: October 2022 City Treasurer's Report

General Fund:

The General Fund received **\$630,540.20** in revenues for October. This represents a collection of 6.19% of FY 2023 revenues.

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

- 100-000-40001: Sales Tax – \$337,693.12 was received in Sales Tax, of which \$254,138.11 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements.
- 100-201-43031: Building Code Fees – The City received \$113,742.34 in Building Code Fees for October.

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

- 100-400-64015: Park Program & Event Supplies – Of the \$20,050.00 budgeted for FY 2023, \$6,176.08 (30.8%) has been spent through October. This is due to the purchase of the budgeted movie screen. Council approved \$15,000.00 for this purchase.

Utility Fund:

For October, \$238,752.81 was collected in revenues from the Wastewater, Water & Operations divisions. This represents a collection of 3.31% of FY 2023 revenues.

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

- 400-300-43018: Wastewater Service Fees - \$125,433.82 was collected in October. The City did receive wastewater revenues for August and September in October. These funds were applied to FY 2022.
- 400-300-43021: Delayed Connection Fees – Through October \$15,000.00 has been collected. This is \$10,000.00 more than was budgeted. The increase in revenues is due to delayed collections of these fees from previous months.
- 400-300-47009: Sales Tax – \$67,538.62 was collected from Sales Tax Allocations.

Utility Fund expenditures are in line with the adopted budget.

Dripping Springs Ranch Park (DSRP):

DSRP received **\$40,093.07** in revenues for October. This represents a collection of 3.22% of FY 2023 revenues.

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

- 200-401-42008: Riding Permit Fees – Through October \$4,440.00 has been collected
-



DRIPPING SPRINGS
Texas

- 200-401-44007: Miscellaneous Events – \$10,010.00 has been collected. This revenue is primarily from the haunted house event at DSRP. A portion of these revenues will be paid back to the host of the haunted house event.

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

- 200-401-64021: Merchandise – Of the \$10,500.00 budgeted, \$6,326.90 has been purchased through October. These expenditures are primarily related to stall shavings are made periodically though the year and are not anticipated to exceed the budget. The shavings are sold to customers throughout the year.

Banking:

On October 31st, the City’s cash balances were **\$26.75 Million**. This is a 1.9% increase from the previous month’s cash balances. A total of **\$8,101.27** was collected in interest revenues for the month of October. This total is significantly lower than anticipated. This is due to the interest rates on our accounts being lowered. Our contract sets these rates and Finance is working with the bank to resolve the issue and have all interest due paid.





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	2,559,204.88	2,559,204.88	1,528.42	1,528.42	-2,557,676.46	99.94 %
100-000-40001	Sales Tax Revenue	3,800,000.00	3,800,000.00	337,693.12	337,693.12	-3,462,306.88	91.11 %
100-000-40002	Mixed Beverage	75,000.00	75,000.00	7,640.18	7,640.18	-67,359.82	89.81 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	310.92	310.92	-3,689.08	92.23 %
100-000-41000	Solid Waste Franchise Fee	45,000.00	45,000.00	14,005.32	14,005.32	-30,994.68	68.88 %
100-000-42000	Alcohol Permit Fees	6,852.50	6,852.50	0.00	0.00	-6,852.50	100.00 %
100-000-46001	Other Revenues	40,000.00	40,000.00	51,200.65	51,200.65	11,200.65	128.00 %
100-000-46002	Interest	50,000.00	50,000.00	1,125.40	1,125.40	-48,874.60	97.75 %
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	2,404.33	2,404.33	0.00	0.00	-2,404.33	100.00 %
100-000-47010	Transfer from Wastewater Fund	4,066.66	4,066.66	0.00	0.00	-4,066.66	100.00 %
	Department: 000 - Undesignated Total:	6,596,928.37	6,596,928.37	413,504.01	413,504.01	-6,183,424.36	93.73%
Department: 103 - Courts							
100-103-43028	Muni Court Fines/Special Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
	Department: 103 - Courts Total:	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	75,000.00	75,000.00	13,295.00	13,295.00	-61,705.00	82.27 %
100-200-43000	Site Development Fees	400,000.00	400,000.00	77,063.96	77,063.96	-322,936.04	80.73 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	3,610.00	3,610.00	-61,390.00	94.45 %
100-200-43030	Subdivision Fees	890,750.00	890,750.00	1,000.00	1,000.00	-889,750.00	99.89 %
	Department: 200 - Planning & Development Total:	1,430,750.00	1,430,750.00	94,968.96	94,968.96	-1,335,781.04	93.36%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	2,230.00	2,230.00	2,230.00	0.00 %
100-201-43029	Fire Inspections	50,000.00	50,000.00	5,396.64	5,396.64	-44,603.36	89.21 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	113,742.34	113,742.34	-1,386,257.66	92.42 %
	Department: 201 - Building Total:	1,550,000.00	1,550,000.00	121,368.98	121,368.98	-1,428,631.02	92.17%
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
100-400-44001	Community Service Fees	1,800.00	1,800.00	280.00	280.00	-1,520.00	84.44 %
100-400-44002	Program & Event Fees	8,000.00	8,000.00	343.25	343.25	-7,656.75	95.71 %
100-400-44004	Park Rental Income	5,950.00	5,950.00	75.00	75.00	-5,875.00	98.74 %
100-400-47002	Transfer from Parkland Dedication	107,000.00	107,000.00	0.00	0.00	-107,000.00	100.00 %
100-400-47003	Transfer from Landscaping Fund	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
100-400-47005	Transfer from HOT Fund	167,000.00	167,000.00	0.00	0.00	-167,000.00	100.00 %
100-400-47007	Transfer from General Fund	160,570.49	160,570.49	0.00	0.00	-160,570.49	100.00 %
	Department: 400 - Parks & Recreation Total:	456,320.49	456,320.49	698.25	698.25	-455,622.24	99.85%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	29,400.00	29,400.00	0.00	0.00	-29,400.00	100.00 %
100-402-44004	Park Rental Income	16,950.00	16,950.00	0.00	0.00	-16,950.00	100.00 %
	Department: 402 - Aquatics Total:	46,350.00	46,350.00	0.00	0.00	-46,350.00	100.00%
Department: 404 - Founders Day							
100-404-45000	FD Craft/Business Booths	6,250.00	6,250.00	0.00	0.00	-6,250.00	100.00 %
100-404-45001	FD Food Booths	1,100.00	1,100.00	0.00	0.00	-1,100.00	100.00 %
100-404-45002	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	0.00	-4,600.00	100.00 %
100-404-45003	FD Carnival	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %
100-404-45004	FD Parade Registration Fees	3,750.00	3,750.00	0.00	0.00	-3,750.00	100.00 %
100-404-45005	FD Sponsorships	82,500.00	82,500.00	0.00	0.00	-82,500.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-45006	FD Parking Fees	1,700.00	1,700.00	0.00	0.00	-1,700.00	100.00 %
100-404-45007	FD Electric Fees	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
Department: 404 - Founders Day Total:		112,900.00	112,900.00	0.00	0.00	-112,900.00	100.00%
Revenue Total:		10,194,248.86	10,194,248.86	630,540.20	630,540.20	-9,563,708.66	93.81%
Expense							
Department: 000 - Undesignated							
100-000-60000	Salaries	2,624,223.34	2,624,223.34	0.00	0.00	2,624,223.34	100.00 %
100-000-61000	Health Insurance	278,376.89	278,376.89	30,966.26	30,966.26	247,410.63	88.88 %
100-000-61005	Federal Withholding	209,825.09	209,825.09	0.00	0.00	209,825.09	100.00 %
100-000-61006	TMRS	156,944.31	156,944.31	0.00	0.00	156,944.31	100.00 %
100-000-62009	Human Resources Consultant	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
100-000-63004	Dues, Fees & Subscriptions	41,337.95	41,337.95	1,118.22	1,118.22	40,219.73	97.29 %
100-000-63005	Training/Continuing Education	92,892.04	92,892.04	4,332.60	4,332.60	88,559.44	95.34 %
100-000-64000	Office Supplies	30,000.00	30,000.00	2,072.11	2,072.11	27,927.89	93.09 %
100-000-64004	Office Furniture and Equipment	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-000-66002	Postage & Shipping	3,200.00	3,200.00	574.78	574.78	2,625.22	82.04 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
100-000-69002	Economic Development	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-000-70003	Other Expenses	10,000.00	10,000.00	1,109.59	1,109.59	8,890.41	88.90 %
100-000-90000	Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
100-000-90002	Transfer to TIRZ	355,961.65	355,961.65	0.00	0.00	355,961.65	100.00 %
100-000-90005	Transfer to DSRP	275,884.04	275,884.04	0.00	0.00	275,884.04	100.00 %
100-000-90011	Transfer to Capital Improvements	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	70,326.00	70,326.00	0.00	0.00	70,326.00	100.00 %
100-000-90015	Transfer to Farmers Marke	15,249.56	15,249.56	0.00	0.00	15,249.56	100.00 %
Department: 000 - Undesignated Total:		5,045,620.87	5,045,620.87	40,173.56	40,173.56	5,005,447.31	99.20%
Department: 100 - City Council/Boards & Commissions							
100-100-64003	Uniforms	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
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	10,000.00	0.00	0.00	10,000.00	100.00 %
Department: 100 - City Council/Boards & Commissions Total:		18,500.00	18,500.00	0.00	0.00	18,500.00	100.00%
Department: 101 - City Administrators Office							
100-101-60000	Regular Employees	0.00	0.00	35,629.67	35,629.67	-35,629.67	0.00 %
100-101-60002	Overtime	0.00	0.00	38.13	38.13	-38.13	0.00 %
100-101-61000	Health Insurance	0.00	0.00	1,798.62	1,798.62	-1,798.62	0.00 %
100-101-61001	Dental Insurance	0.00	0.00	138.96	138.96	-138.96	0.00 %
100-101-61002	Medicare	0.00	0.00	479.95	479.95	-479.95	0.00 %
100-101-61003	Social Security	0.00	0.00	2,052.21	2,052.21	-2,052.21	0.00 %
100-101-61006	TMRS	0.00	0.00	2,111.54	2,111.54	-2,111.54	0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	42,249.08	42,249.08	-42,249.08	0.00%
Department: 102 - City Secretary							
100-102-60000	Regular Employees	0.00	0.00	6,855.77	6,855.77	-6,855.77	0.00 %
100-102-60001	Part-time Employees	0.00	0.00	1,122.05	1,122.05	-1,122.05	0.00 %
100-102-61000	Health Insurance	0.00	0.00	596.16	596.16	-596.16	0.00 %
100-102-61001	Dental Insurance	0.00	0.00	34.74	34.74	-34.74	0.00 %
100-102-61002	Medicare	0.00	0.00	114.53	114.53	-114.53	0.00 %
100-102-61003	Social Security	0.00	0.00	489.72	489.72	-489.72	0.00 %
100-102-61004	Unemployment	0.00	0.00	5.03	5.03	-5.03	0.00 %
100-102-61006	TMRS	0.00	0.00	405.86	405.86	-405.86	0.00 %
100-102-62000	Municipal Election	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-102-62018	Code Publication	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-102-66003	Public Notices	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-102-69003	Records Management	1,220.00	1,220.00	0.00	0.00	1,220.00	100.00 %
Department: 102 - City Secretary Total:		23,220.00	23,220.00	9,623.86	9,623.86	13,596.14	58.55%

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 103 - Courts							
100-103-60001	Part-time Employees	0.00	0.00	493.44	493.44	-493.44	0.00 %
100-103-61002	Medicare	0.00	0.00	7.15	7.15	-7.15	0.00 %
100-103-61003	Social Security	0.00	0.00	30.60	30.60	-30.60	0.00 %
100-103-61004	Unemployment	0.00	0.00	7.90	7.90	-7.90	0.00 %
100-103-62003	Muni Court Attorney/ Judge	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00 %
	Department: 103 - Courts Total:	15,500.00	15,500.00	539.09	539.09	14,960.91	96.52%
Department: 104 - City Attorney							
100-104-60000	Regular Employees	0.00	0.00	11,903.85	11,903.85	-11,903.85	0.00 %
100-104-61000	Health Insurance	0.00	0.00	600.48	600.48	-600.48	0.00 %
100-104-61001	Dental Insurance	0.00	0.00	34.74	34.74	-34.74	0.00 %
100-104-61002	Medicare	0.00	0.00	164.28	164.28	-164.28	0.00 %
100-104-61003	Social Security	0.00	0.00	702.43	702.43	-702.43	0.00 %
100-104-61006	TMRS	0.00	0.00	704.71	704.71	-704.71	0.00 %
100-104-62003	Special Counsel and Consultants	55,800.00	55,800.00	0.00	0.00	55,800.00	100.00 %
100-104-69004	Government Affairs	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00 %
	Department: 104 - City Attorney Total:	115,800.00	115,800.00	14,110.49	14,110.49	101,689.51	87.81%
Department: 105 - Communications							
100-105-60000	Regular Employees	0.00	0.00	7,863.47	7,863.47	-7,863.47	0.00 %
100-105-61000	Health Insurance	0.00	0.00	615.84	615.84	-615.84	0.00 %
100-105-61001	Dental Insurance	0.00	0.00	34.74	34.74	-34.74	0.00 %
100-105-61002	Medicare	0.00	0.00	113.29	113.29	-113.29	0.00 %
100-105-61003	Social Security	0.00	0.00	484.39	484.39	-484.39	0.00 %
100-105-61006	TMRS	0.00	0.00	465.52	465.52	-465.52	0.00 %
100-105-66000	Website	6,625.00	6,625.00	0.00	0.00	6,625.00	100.00 %
100-105-66005	Public Relations	5,200.00	5,200.00	76.29	76.29	5,123.71	98.53 %
	Department: 105 - Communications Total:	11,825.00	11,825.00	9,653.54	9,653.54	2,171.46	18.36%
Department: 106 - IT							
100-106-60000	Regular Employees	0.00	0.00	5,303.51	5,303.51	-5,303.51	0.00 %
100-106-61000	Health Insurance	0.00	0.00	318.20	318.20	-318.20	0.00 %
100-106-61001	Dental Insurance	0.00	0.00	17.37	17.37	-17.37	0.00 %
100-106-61002	Medicare	0.00	0.00	76.83	76.83	-76.83	0.00 %
100-106-61003	Social Security	0.00	0.00	328.52	328.52	-328.52	0.00 %
100-106-61006	TMRS	0.00	0.00	313.97	313.97	-313.97	0.00 %
100-106-64001	Office IT Equipment & Support	105,890.00	105,890.00	333.57	333.57	105,556.43	99.68 %
100-106-64002	Software	218,759.00	218,759.00	24,577.29	24,577.29	194,181.71	88.77 %
100-106-65000	Network/Phone	36,830.84	36,830.84	2,267.20	2,267.20	34,563.64	93.84 %
	Department: 106 - IT Total:	361,479.84	361,479.84	33,536.46	33,536.46	327,943.38	90.72%
Department: 107 - Finance							
100-107-60000	Regular Employees	0.00	0.00	14,933.42	14,933.42	-14,933.42	0.00 %
100-107-61000	Health Insurance	0.00	0.00	1,776.94	1,776.94	-1,776.94	0.00 %
100-107-61001	Dental Insurance	0.00	0.00	104.22	104.22	-104.22	0.00 %
100-107-61002	Medicare	0.00	0.00	190.09	190.09	-190.09	0.00 %
100-107-61003	Social Security	0.00	0.00	812.80	812.80	-812.80	0.00 %
100-107-61006	TMRS	0.00	0.00	884.06	884.06	-884.06	0.00 %
100-107-62001	Financial Services	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
100-107-64003	Uniforms	300.00	300.00	0.00	0.00	300.00	100.00 %
100-107-67000	TML Liability Insurance	25,000.00	25,000.00	5,171.50	5,171.50	19,828.50	79.31 %
100-107-67001	TML Property Insurance	41,000.00	41,000.00	11,951.00	11,951.00	29,049.00	70.85 %
100-107-67002	TML Workmen's Comp Insurance	25,000.00	25,000.00	5,702.25	5,702.25	19,297.75	77.19 %
100-107-70001	Mileage	0.00	0.00	20.48	20.48	-20.48	0.00 %
100-107-90003	Transfer to Wastewater Utility Fund	760,000.00	760,000.00	67,538.62	67,538.62	692,461.38	91.11 %
100-107-90004	SPA & ECO D Transfers	218,880.00	218,880.00	0.00	0.00	218,880.00	100.00 %
	Department: 107 - Finance Total:	1,105,180.00	1,105,180.00	109,085.38	109,085.38	996,094.62	90.13%
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	18,935.54	18,935.54	-18,935.54	0.00 %
100-200-61000	Health Insurance	0.00	0.00	1,786.96	1,786.96	-1,786.96	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-200-61001	Dental Insurance	0.00	0.00	104.22	104.22	-104.22	0.00 %
100-200-61002	Medicare	0.00	0.00	266.75	266.75	-266.75	0.00 %
100-200-61003	Social Security	0.00	0.00	1,140.54	1,140.54	-1,140.54	0.00 %
100-200-61006	TMRS	0.00	0.00	1,120.99	1,120.99	-1,120.99	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
100-200-62005	Health Inspector	50,000.00	50,000.00	8,675.31	8,675.31	41,324.69	82.65 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-200-62007	Historic District Consultant	3,500.00	3,500.00	750.00	750.00	2,750.00	78.57 %
100-200-62010	Miscellaneous Consultant	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
Department: 200 - Planning & Development Total:		378,500.00	378,500.00	32,780.31	32,780.31	345,719.69	91.34%
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	20,186.48	20,186.48	-20,186.48	0.00 %
100-201-60002	Overtime	0.00	0.00	81.18	81.18	-81.18	0.00 %
100-201-61000	Health Insurance	0.00	0.00	2,369.22	2,369.22	-2,369.22	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	138.96	138.96	-138.96	0.00 %
100-201-61002	Medicare	0.00	0.00	290.88	290.88	-290.88	0.00 %
100-201-61003	Social Security	0.00	0.00	1,243.74	1,243.74	-1,243.74	0.00 %
100-201-61006	TMRS	0.00	0.00	1,199.83	1,199.83	-1,199.83	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	0.00	0.00	750,000.00	100.00 %
100-201-62008	Lighting Consultant	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-201-62014	FireInspector	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
100-201-64003	Uniforms	1,700.00	1,700.00	0.00	0.00	1,700.00	100.00 %
Department: 201 - Building Total:		792,700.00	792,700.00	25,510.29	25,510.29	767,189.71	96.78%
Department: 300 - Wastewater							
100-300-60000	Regular Employees	0.00	0.00	8,753.85	8,753.85	-8,753.85	0.00 %
100-300-60002	Overtime	0.00	0.00	381.23	381.23	-381.23	0.00 %
100-300-60003	On Call Pay	0.00	0.00	400.00	400.00	-400.00	0.00 %
100-300-61000	Health Insurance	0.00	0.00	891.64	891.64	-891.64	0.00 %
100-300-61001	Dental Insurance	0.00	0.00	52.11	52.11	-52.11	0.00 %
100-300-61002	Medicare	0.00	0.00	128.34	128.34	-128.34	0.00 %
100-300-61003	Social Security	0.00	0.00	548.77	548.77	-548.77	0.00 %
100-300-61006	TMRS	0.00	0.00	564.48	564.48	-564.48	0.00 %
100-300-64003	Uniforms	2,360.00	2,360.00	0.00	0.00	2,360.00	100.00 %
100-300-71001	Transportation Improvement Proje	1,096,332.00	1,096,332.00	0.00	0.00	1,096,332.00	100.00 %
Department: 300 - Wastewater Total:		1,098,692.00	1,098,692.00	11,720.42	11,720.42	1,086,971.58	98.93%
Department: 304 - Maintenance							
100-304-60000	Regular Employees	0.00	0.00	20,906.57	20,906.57	-20,906.57	0.00 %
100-304-60002	Overtime	0.00	0.00	680.29	680.29	-680.29	0.00 %
100-304-60003	On Call Pay	0.00	0.00	800.00	800.00	-800.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	3,248.98	3,248.98	-3,248.98	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	191.07	191.07	-191.07	0.00 %
100-304-61002	Medicare	0.00	0.00	315.52	315.52	-315.52	0.00 %
100-304-61003	Social Security	0.00	0.00	1,349.16	1,349.16	-1,349.16	0.00 %
100-304-61006	TMRS	0.00	0.00	1,325.30	1,325.30	-1,325.30	0.00 %
100-304-63000	Office Maintenance/Repairs	18,510.00	18,510.00	1,124.75	1,124.75	17,385.25	93.92 %
100-304-63001	Equipment Maintenance	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
100-304-63002	Fleet Maintenance	44,180.00	44,180.00	204.98	204.98	43,975.02	99.54 %
100-304-63008	Stephenson Building & Lawn Maint	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-304-63009	Street/ROW Maintenance	204,050.00	204,050.00	4,776.68	4,776.68	199,273.32	97.66 %
100-304-64003	Uniforms	12,320.00	12,320.00	0.00	0.00	12,320.00	100.00 %
100-304-64006	Fleet Acquisition	50,000.00	50,000.00	647.25	647.25	49,352.75	98.71 %
100-304-64009	Maintenance Equipment	97,500.00	97,500.00	139.80	139.80	97,360.20	99.86 %
100-304-64010	Maintenance Supplies	5,100.00	5,100.00	0.00	0.00	5,100.00	100.00 %
100-304-65001	Street Electricty	20,000.00	20,000.00	76.50	76.50	19,923.50	99.62 %
100-304-65002	City Streets Water	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
100-304-65003	Office Electricty	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
100-304-65004	Office Water	650.00	650.00	0.00	0.00	650.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
100-304-65006	Stephenson Water	500.00	500.00	0.00	0.00	500.00	100.00 %
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	210,000.00	210,000.00	0.00	0.00	210,000.00	100.00 %
100-304-69010	Downtown Bathroom	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
100-304-69011	City Hall Planning	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
100-304-71002	Street Improvements	693,707.99	693,707.99	0.00	0.00	693,707.99	100.00 %
100-304-71003	City Hall Improvements	500,000.00	500,000.00	7,200.00	7,200.00	492,800.00	98.56 %
Department: 304 - Maintenance Total:		2,111,017.99	2,111,017.99	42,986.85	42,986.85	2,068,031.14	97.96%
Department: 400 - Parks & Recreation							
100-400-60000	Regular Employees	0.00	0.00	11,093.36	11,093.36	-11,093.36	0.00 %
100-400-60001	Part-time Employees	13,400.00	13,400.00	0.00	0.00	13,400.00	100.00 %
100-400-61000	Health Insurance	0.00	0.00	29.34	29.34	-29.34	0.00 %
100-400-61002	Medicare	0.00	0.00	160.86	160.86	-160.86	0.00 %
100-400-61003	Social Security	0.00	0.00	687.79	687.79	-687.79	0.00 %
100-400-61006	TMRS	0.00	0.00	656.74	656.74	-656.74	0.00 %
100-400-62011	Park Consultant	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-400-63004	Dues, Fees & Subscriptions	1,464.50	1,464.50	0.00	0.00	1,464.50	100.00 %
100-400-63013	General Parks Maintenance	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-400-63015	Founders Park/Pool Maintenance	50,740.00	50,740.00	0.00	0.00	50,740.00	100.00 %
100-400-63016	Sports & Rec Park Maintenance	31,420.00	31,420.00	0.00	0.00	31,420.00	100.00 %
100-400-63017	Charro Ranch Park Maintenance	7,250.00	7,250.00	170.68	170.68	7,079.32	97.65 %
100-400-63018	Triangle/Veterans Park Maintenanc	700.00	700.00	0.00	0.00	700.00	100.00 %
100-400-63036	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-63037	Rathgeber Maintenance	900.00	900.00	0.00	0.00	900.00	100.00 %
100-400-64005	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-400-64011	Park Supplies	8,550.00	8,550.00	485.02	485.02	8,064.98	94.33 %
100-400-64012	Charro Ranch Supplies	1,500.00	1,500.00	792.72	792.72	707.28	47.15 %
100-400-64013	Founders Park/Pool Supplies	0.00	0.00	59.99	59.99	-59.99	0.00 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	0.00	400.00	100.00 %
100-400-64015	Park Program & Event Supplies	20,050.00	20,050.00	6,176.08	6,176.08	13,873.92	69.20 %
100-400-65007	Portable Toilets	7,250.00	7,250.00	0.00	0.00	7,250.00	100.00 %
100-400-65009	Triangle Electric	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-65010	Triangle Water	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-400-65011	Sports & Rec Park Water	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00 %
100-400-65012	Sports & Rec Park Electricy	2,500.00	2,500.00	-284.67	-284.67	2,784.67	111.39 %
100-400-66001	Advertising	11,250.00	11,250.00	0.00	0.00	11,250.00	100.00 %
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	0.00	11,500.00	100.00 %
100-400-71004	All Parks Improvements	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
100-400-71005	Founders Park/Pool Improvmts	187,048.36	187,048.36	1,363.33	1,363.33	185,685.03	99.27 %
100-400-71006	Sports & Rec Park Improvements	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
100-400-71007	Charro Ranch Improvements	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-400-71009	Triangle Improvements	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
100-400-71010	Rathgeber Improvements	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00 %
100-400-71012	Skate Park Improvements	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
Department: 400 - Parks & Recreation Total:		747,422.86	747,422.86	21,391.24	21,391.24	726,031.62	97.14%
Department: 401 - DSRP							
100-401-60000	Regular Employees	485,020.13	485,020.13	30,965.07	30,965.07	454,055.06	93.62 %
100-401-60002	Overtime	0.00	0.00	125.18	125.18	-125.18	0.00 %
100-401-60003	On Call Pay	0.00	0.00	800.00	800.00	-800.00	0.00 %
100-401-61000	Health Insurance	73,071.07	73,071.07	3,844.88	3,844.88	69,226.19	94.74 %
100-401-61001	Dental Insurance	0.00	0.00	225.81	225.81	-225.81	0.00 %
100-401-61002	Medicare	0.00	0.00	442.91	442.91	-442.91	0.00 %
100-401-61003	Social Security	0.00	0.00	1,893.78	1,893.78	-1,893.78	0.00 %
100-401-61004	Unemployment	0.00	0.00	82.17	82.17	-82.17	0.00 %
100-401-61005	Federal Withholding	38,873.31	38,873.31	0.00	0.00	38,873.31	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-401-61006	TMRS	27,399.78	27,399.78	1,887.90	1,887.90	25,511.88	93.11 %
Department: 401 - DSRP Total:		624,364.29	624,364.29	40,267.70	40,267.70	584,096.59	93.55%
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	4,253.84	4,253.84	-4,253.84	0.00 %
100-402-60007	Aquatic Staff	77,043.15	77,043.15	0.00	0.00	77,043.15	100.00 %
100-402-61000	Health Insurance	0.00	0.00	590.12	590.12	-590.12	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	34.74	34.74	-34.74	0.00 %
100-402-61002	Medicare	0.00	0.00	61.68	61.68	-61.68	0.00 %
100-402-61003	Social Security	0.00	0.00	263.74	263.74	-263.74	0.00 %
100-402-61006	TMRS	0.00	0.00	251.83	251.83	-251.83	0.00 %
100-402-63015	Founders Park/Pool Maintenance	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00 %
100-402-64013	Pool Supplies	24,705.00	24,705.00	351.42	351.42	24,353.58	98.58 %
100-402-65000	Network/Phone	1,650.00	1,650.00	75.90	75.90	1,574.10	95.40 %
100-402-65013	FMP Pool/Pavilion Water	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-402-65014	FMP Pool/Pavilion Electric	7,250.00	7,250.00	0.00	0.00	7,250.00	100.00 %
100-402-65019	Propane/Natural Gas	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
100-402-71011	Founders Pool Improvements	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
Department: 402 - Aquatics Total:		154,148.15	154,148.15	5,883.27	5,883.27	148,264.88	96.18%
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
100-404-63038	FD Transportation	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
100-404-64016	FD Event Supplies	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-404-64017	FD Event Tent, Table, & Chairs	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
100-404-64018	FD Barricades	19,000.00	19,000.00	0.00	0.00	19,000.00	100.00 %
100-404-65007	Portable Toilets	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
100-404-65016	FD Electricity	6,400.00	6,400.00	0.00	0.00	6,400.00	100.00 %
100-404-66008	FD Parade	650.00	650.00	0.00	0.00	650.00	100.00 %
100-404-66009	FD Publicity	9,500.00	9,500.00	0.00	0.00	9,500.00	100.00 %
100-404-66010	Events, Entertainment & Activities	22,500.00	22,500.00	0.00	0.00	22,500.00	100.00 %
100-404-66012	FD Sponsorship	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-404-68005	FD Security	32,500.00	32,500.00	0.00	0.00	32,500.00	100.00 %
100-404-68006	FD Health, Safety & Lighting	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00 %
100-404-70002	FD Contingencies	3,438.01	3,438.01	0.00	0.00	3,438.01	100.00 %
Department: 404 - Founders Day Total:		146,488.01	146,488.01	0.00	0.00	146,488.01	100.00%
Department: 500 - Emergency Management							
100-500-60000	Regular Employees	0.00	0.00	5,338.47	5,338.47	-5,338.47	0.00 %
100-500-61000	Health Insurance	0.00	0.00	14.04	14.04	-14.04	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	34.74	34.74	-34.74	0.00 %
100-500-61002	Medicare	0.00	0.00	77.41	77.41	-77.41	0.00 %
100-500-61003	Social Security	0.00	0.00	330.99	330.99	-330.99	0.00 %
100-500-61006	TMRS	0.00	0.00	316.04	316.04	-316.04	0.00 %
100-500-64003	Uniforms	500.00	500.00	0.00	0.00	500.00	100.00 %
100-500-68000	Emergency Management Equip	45,690.00	45,690.00	3,114.99	3,114.99	42,575.01	93.18 %
100-500-68001	Emergency Fire& Safety	611.00	611.00	192.90	192.90	418.10	68.43 %
100-500-68002	Emergency Management PR	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-500-68003	Emergency Equipment Maint	11,702.00	11,702.00	570.47	570.47	11,131.53	95.13 %
100-500-70003	Other Expenses	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
Department: 500 - Emergency Management Total:		90,503.00	90,503.00	9,990.05	9,990.05	80,512.95	88.96%
Expense Total:		12,840,962.01	12,840,962.01	449,501.59	449,501.59	12,391,460.42	96.50%
Fund: 100 - General Fund Surplus (Deficit):		-2,646,713.15	-2,646,713.15	181,038.61	181,038.61	2,827,751.76	106.84%
Fund: 200 - Dripping Springs Ranch Park							
Revenue							
Department: 401 - DSRP							
200-401-42008	Riding Permit Fees	9,500.00	9,500.00	4,440.00	4,440.00	-5,060.00	53.26 %
200-401-43010	Stall Rental Fees	37,200.00	37,200.00	6,676.00	6,676.00	-30,524.00	82.05 %
200-401-43011	RV Site Rental Fees	19,000.00	19,000.00	2,800.00	2,800.00	-16,200.00	85.26 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-43012	Facility Rental Fees	113,500.00	113,500.00	11,530.00	11,530.00	-101,970.00	89.84 %
200-401-43013	Equipment Rental Fees	6,000.00	6,000.00	200.00	200.00	-5,800.00	96.67 %
200-401-43014	Staff & Miscellaneous Fees	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
200-401-43015	Cleaning Fees	25,000.00	25,000.00	1,250.00	1,250.00	-23,750.00	95.00 %
200-401-44000	Sponsorships & Donations	52,275.00	52,275.00	0.00	0.00	-52,275.00	100.00 %
200-401-44005	Coyote Camp	137,100.00	137,100.00	0.00	0.00	-137,100.00	100.00 %
200-401-44006	Riding Series	82,000.00	82,000.00	0.00	0.00	-82,000.00	100.00 %
200-401-44007	Miscellaneous Events	2,000.00	2,000.00	10,010.00	10,010.00	8,010.00	500.50 %
200-401-44008	Program Fees	15,100.00	15,100.00	0.00	0.00	-15,100.00	100.00 %
200-401-46001	Other Revenues	500.00	500.00	0.00	0.00	-500.00	100.00 %
200-401-46002	Interest	600.00	600.00	46.07	46.07	-553.93	92.32 %
200-401-46006	Merchandise Sales	21,065.20	21,065.20	3,141.00	3,141.00	-17,924.20	85.09 %
200-401-47004	Transfer from Ag Facility Fund	47,495.00	47,495.00	0.00	0.00	-47,495.00	100.00 %
200-401-47005	Transfer from HOT Fund	395,000.00	395,000.00	0.00	0.00	-395,000.00	100.00 %
200-401-47007	Transfer from General Fund	275,884.04	275,884.04	0.00	0.00	-275,884.04	100.00 %
Department: 401 - DSRP Total:		1,243,219.24	1,243,219.24	40,093.07	40,093.07	-1,203,126.17	96.78%
Revenue Total:		1,243,219.24	1,243,219.24	40,093.07	40,093.07	-1,203,126.17	96.78%

Expense

Department: 400 - Parks & Recreation

200-400-63035	Ranch House Maintenance	10,000.00	10,000.00	360.00	360.00	9,640.00	96.40 %
200-400-64024	Ranch House Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
Department: 400 - Parks & Recreation Total:		11,000.00	11,000.00	360.00	360.00	10,640.00	96.73%

Department: 401 - DSRP

200-401-60003	On Call Pay	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00 %
200-401-60005	Camp Staff	108,246.48	108,246.48	0.00	0.00	108,246.48	100.00 %
200-401-63000	Building/Office Maintenance	0.00	0.00	3,189.20	3,189.20	-3,189.20	0.00 %
200-401-63001	Equipment Maintenance	25,000.00	25,000.00	1,039.49	1,039.49	23,960.51	95.84 %
200-401-63002	Fleet Maintenance	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
200-401-63004	Dues, Fees & Subscriptions	5,127.50	5,127.50	20.00	20.00	5,107.50	99.61 %
200-401-63005	Training/Continuing Education	9,500.00	9,500.00	-250.00	-250.00	9,750.00	102.63 %
200-401-63023	General Maintenance	206,490.00	206,490.00	903.30	903.30	205,586.70	99.56 %
200-401-63024	Stall Cleaning & Repair	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
200-401-63028	Lift Station Maintenance	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
200-401-64000	Office Supplies	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
200-401-64005	Equipment Rental	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
200-401-64011	Park Supplies	25,500.00	25,500.00	0.00	0.00	25,500.00	100.00 %
200-401-64015	Park Program & Event Supplies	0.00	0.00	98.00	98.00	-98.00	0.00 %
200-401-64021	Merchandise	10,500.00	10,500.00	6,326.90	6,326.90	4,173.10	39.74 %
200-401-64023	Equipment	267,250.00	267,250.00	0.00	0.00	267,250.00	100.00 %
200-401-64026	Sponsorship Expenses	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
200-401-64027	Coyote Camp	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00 %
200-401-64028	Riding Series	32,000.00	32,000.00	4,700.00	4,700.00	27,300.00	85.31 %
200-401-64029	Miscellaneous Events	700.00	700.00	0.00	0.00	700.00	100.00 %
200-401-64030	Programing	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
200-401-65000	Network/Phone	11,316.40	11,316.40	0.00	0.00	11,316.40	100.00 %
200-401-65004	Office Water	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
200-401-65007	Portable Toilets	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
200-401-65008	Alarm	6,660.00	6,660.00	0.00	0.00	6,660.00	100.00 %
200-401-65017	Electricity	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00 %
200-401-65018	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019	Propane/Natural Gas	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
200-401-65020	On Call Phone	501.60	501.60	0.00	0.00	501.60	100.00 %
200-401-66001	Advertising	17,750.00	17,750.00	0.00	0.00	17,750.00	100.00 %
200-401-70001	Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
200-401-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
200-401-70003	Other Expenses	20,000.00	20,000.00	-257.63	-257.63	20,257.63	101.29 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %

Budget Report

For Fiscal: FY 2022-2023 Period Ending: Item 6. 2

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-70007	Sponsored Events	7,900.00	7,900.00	0.00	0.00	7,900.00	100.00 %
200-401-70013	DSRP Sales Tax	0.00	0.00	648.43	648.43	-648.43	0.00 %
200-401-71008	DSRP Improvements	345,000.00	345,000.00	0.00	0.00	345,000.00	100.00 %
200-401-90013	Transfer to Vehicle Replacement Fu	29,595.00	29,595.00	0.00	0.00	29,595.00	100.00 %
	Department: 401 - DSRP Total:	1,335,486.98	1,335,486.98	16,417.69	16,417.69	1,319,069.29	98.77%
	Expense Total:	1,346,486.98	1,346,486.98	16,777.69	16,777.69	1,329,709.29	98.75%
	Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-103,267.74	-103,267.74	23,315.38	23,315.38	126,583.12	122.58%
Fund: 400 - Utilities							
Revenue							
Department: 300 - Wastewater							
400-300-41002	ROW Fees	0.00	0.00	33.53	33.53	33.53	0.00 %
400-300-43018	Wastewater Service Fees	1,285,365.12	1,285,365.12	125,433.82	125,433.82	-1,159,931.30	90.24 %
400-300-43020	Late Fees	9,600.00	9,600.00	2,949.89	2,949.89	-6,650.11	69.27 %
400-300-43021	Delayed Connection Fees	5,000.00	5,000.00	15,000.00	15,000.00	10,000.00	300.00 %
400-300-43023	Transfer Fees	9,000.00	9,000.00	0.00	0.00	-9,000.00	100.00 %
400-300-43024	Over Use Fees	150,000.00	150,000.00	16,144.57	16,144.57	-133,855.43	89.24 %
400-300-46001	Other Revenues	95,000.00	95,000.00	0.00	0.00	-95,000.00	100.00 %
400-300-46002	Interest	0.00	0.00	5,675.11	5,675.11	5,675.11	0.00 %
400-300-47008	Transfer from TWDB	4,420,000.00	4,420,000.00	0.00	0.00	-4,420,000.00	100.00 %
400-300-47009	Sales Tax	760,000.00	760,000.00	67,538.62	67,538.62	-692,461.38	91.11 %
	Department: 300 - Wastewater Total:	6,733,965.12	6,733,965.12	232,775.54	232,775.54	-6,501,189.58	96.54%
Department: 301 - Water							
400-301-43038	Meter Set Fees	0.00	0.00	50.00	50.00	50.00	0.00 %
400-301-43040	Water Base Rate	7,800.00	7,800.00	801.69	801.69	-6,998.31	89.72 %
400-301-43041	Water Usage	150,000.00	150,000.00	4,387.50	4,387.50	-145,612.50	97.08 %
400-301-46001	Other Revenues	0.00	0.00	738.08	738.08	738.08	0.00 %
	Department: 301 - Water Total:	157,800.00	157,800.00	5,977.27	5,977.27	-151,822.73	96.21%
Department: 310 - Utility Operations							
400-310-41001	PEC Franchise Fee	130,000.00	130,000.00	0.00	0.00	-130,000.00	100.00 %
400-310-41002	ROW Fees	6,000.00	6,000.00	0.00	0.00	-6,000.00	100.00 %
400-310-41003	Cable Franchise Fees	130,000.00	130,000.00	0.00	0.00	-130,000.00	100.00 %
400-310-41004	Texas Gas Franchise Fee	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
400-310-47007	Transfer from General Fund	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
	Department: 310 - Utility Operations Total:	319,000.00	319,000.00	0.00	0.00	-319,000.00	100.00%
	Revenue Total:	7,210,765.12	7,210,765.12	238,752.81	238,752.81	-6,972,012.31	96.69%
Expense							
Department: 300 - Wastewater							
400-300-60000	Regular Employees	0.00	0.00	12,066.65	12,066.65	-12,066.65	0.00 %
400-300-60002	Overtime	0.00	0.00	1,457.77	1,457.77	-1,457.77	0.00 %
400-300-60003	On Call Pay	0.00	0.00	400.00	400.00	-400.00	0.00 %
400-300-61000	Health Insurance	0.00	0.00	1,768.08	1,768.08	-1,768.08	0.00 %
400-300-61001	Dental Insurance	0.00	0.00	104.22	104.22	-104.22	0.00 %
400-300-61002	Medicare	0.00	0.00	201.62	201.62	-201.62	0.00 %
400-300-61003	Social Security	0.00	0.00	862.12	862.12	-862.12	0.00 %
400-300-61006	TMRS	0.00	0.00	824.33	824.33	-824.33	0.00 %
400-300-62002	Engineering and Surveying	625,000.00	625,000.00	0.00	0.00	625,000.00	100.00 %
400-300-62019	Planning and Permitting	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
400-300-62020	Lab Testing	34,250.00	34,250.00	0.00	0.00	34,250.00	100.00 %
400-300-63005	Training/Continuing Education	0.00	0.00	1,091.65	1,091.65	-1,091.65	0.00 %
400-300-63025	Wastewater Treatment Plant Maint	119,407.00	119,407.00	0.00	0.00	119,407.00	100.00 %
400-300-63026	Routine Operations	99,500.00	99,500.00	0.00	0.00	99,500.00	100.00 %
400-300-63027	Operations Non Routine	106,860.00	106,860.00	0.00	0.00	106,860.00	100.00 %
400-300-63028	Lift Station Maintenance	74,270.00	74,270.00	528.48	528.48	73,741.52	99.29 %
400-300-63029	Sanitary Sewer Line Maintenance	64,116.00	64,116.00	0.00	0.00	64,116.00	100.00 %
400-300-63030	Drip Field Maintenance	44,900.00	44,900.00	0.00	0.00	44,900.00	100.00 %
400-300-63031	Sludge Hauling	178,100.00	178,100.00	0.00	0.00	178,100.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-300-63033	Wastewater Flow Measurement	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
400-300-63034	Utility Operations	4,250.00	4,250.00	0.00	0.00	4,250.00	100.00 %
400-300-64003	Uniforms	0.00	0.00	-159.96	-159.96	159.96	0.00 %
400-300-64010	Supplies	27,400.00	27,400.00	29.99	29.99	27,370.01	99.89 %
400-300-64022	Chemicals	16,440.00	16,440.00	0.00	0.00	16,440.00	100.00 %
400-300-65000	Network/Phone	12,330.00	12,330.00	441.22	441.22	11,888.78	96.42 %
400-300-65017	Electric	109,600.00	109,600.00	7,127.19	7,127.19	102,472.81	93.50 %
400-300-70003	Other Expenses	52,000.00	52,000.00	39.38	39.38	51,960.62	99.92 %
400-300-71000	Capital Projects	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00	100.00 %
400-300-72001	TWDB - Capital Projects	5,050,000.00	5,050,000.00	0.00	0.00	5,050,000.00	100.00 %
400-300-72002	TWDB - Engineering and Design	895,000.00	895,000.00	0.00	0.00	895,000.00	100.00 %
400-300-72004	TWDB - Misc.	175,000.00	175,000.00	300.00	300.00	174,700.00	99.83 %
400-300-90006	Transfer to General Fund	4,066.66	4,066.66	0.00	0.00	4,066.66	100.00 %
400-300-90013	Transfer to Vehicle Replacement Fu	29,911.00	29,911.00	0.00	0.00	29,911.00	100.00 %
Department: 300 - Wastewater Total:		9,738,900.66	9,738,900.66	27,082.74	27,082.74	9,711,817.92	99.72%
Department: 301 - Water							
400-301-62020	Lab Testing	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
400-301-63026	Routine Operations	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
400-301-63027	Operations Non Routine	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
400-301-63032	Water Line Maintenance & Repair	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
400-301-64010	Supplies	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
Department: 301 - Water Total:		140,000.00	140,000.00	0.00	0.00	140,000.00	100.00%
Department: 310 - Utility Operations							
400-310-60000	Regular Employees	398,740.00	398,740.00	0.00	0.00	398,740.00	100.00 %
400-310-60003	On Call Pay	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00 %
400-310-61000	Health Insurance	56,988.71	56,988.71	0.00	0.00	56,988.71	100.00 %
400-310-61005	Federal Withholding	33,063.21	33,063.21	0.00	0.00	33,063.21	100.00 %
400-310-61006	TMRS	24,650.69	24,650.69	0.00	0.00	24,650.69	100.00 %
400-310-62001	Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-62003	Special Counsel and Consultants	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
400-310-63001	Equipment Maintenance	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-63002	Fleet Maintenance	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-310-63005	Training/Continuing Education	9,254.00	9,254.00	0.00	0.00	9,254.00	100.00 %
400-310-63034	Utility Operations	69,000.00	69,000.00	0.00	0.00	69,000.00	100.00 %
400-310-64001	IT Equipment & Support	5,640.00	5,640.00	0.00	0.00	5,640.00	100.00 %
400-310-64002	Software	37,267.00	37,267.00	0.00	0.00	37,267.00	100.00 %
400-310-64003	Uniforms	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
400-310-64006	Fleet Acquisition	45,000.00	45,000.00	0.00	0.00	45,000.00	100.00 %
400-310-64008	Fuel	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
400-310-64023	Equipment	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
Department: 310 - Utility Operations Total:		1,040,003.61	1,040,003.61	0.00	0.00	1,040,003.61	100.00%
Expense Total:		10,918,904.27	10,918,904.27	27,082.74	27,082.74	10,891,821.53	99.75%
Fund: 400 - Utilities Surplus (Deficit):		-3,708,139.15	-3,708,139.15	211,670.07	211,670.07	3,919,809.22	105.71%
Report Surplus (Deficit):		-6,458,120.04	-6,458,120.04	416,024.06	416,024.06	6,874,144.10	106.44%

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	6,596,928.37	6,596,928.37	413,504.01	413,504.01	-6,183,424.36	93.73%
103 - Courts	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00%
200 - Planning & Development	1,430,750.00	1,430,750.00	94,968.96	94,968.96	-1,335,781.04	93.36%
201 - Building	1,550,000.00	1,550,000.00	121,368.98	121,368.98	-1,428,631.02	92.17%
400 - Parks & Recreation	456,320.49	456,320.49	698.25	698.25	-455,622.24	99.85%
402 - Aquatics	46,350.00	46,350.00	0.00	0.00	-46,350.00	100.00%
404 - Founders Day	112,900.00	112,900.00	0.00	0.00	-112,900.00	100.00%
Revenue Total:	10,194,248.86	10,194,248.86	630,540.20	630,540.20	-9,563,708.66	93.81%
Expense						
000 - Undesignated	5,045,620.87	5,045,620.87	40,173.56	40,173.56	5,005,447.31	99.20%
100 - City Council/Boards & Commissions	18,500.00	18,500.00	0.00	0.00	18,500.00	100.00%
101 - City Administrators Office	0.00	0.00	42,249.08	42,249.08	-42,249.08	0.00%
102 - City Secretary	23,220.00	23,220.00	9,623.86	9,623.86	13,596.14	58.55%
103 - Courts	15,500.00	15,500.00	539.09	539.09	14,960.91	96.52%
104 - City Attorney	115,800.00	115,800.00	14,110.49	14,110.49	101,689.51	87.81%
105 - Communications	11,825.00	11,825.00	9,653.54	9,653.54	2,171.46	18.36%
106 - IT	361,479.84	361,479.84	33,536.46	33,536.46	327,943.38	90.72%
107 - Finance	1,105,180.00	1,105,180.00	109,085.38	109,085.38	996,094.62	90.13%
200 - Planning & Development	378,500.00	378,500.00	32,780.31	32,780.31	345,719.69	91.34%
201 - Building	792,700.00	792,700.00	25,510.29	25,510.29	767,189.71	96.78%
300 - Wastewater	1,098,692.00	1,098,692.00	11,720.42	11,720.42	1,086,971.58	98.93%
304 - Maintenance	2,111,017.99	2,111,017.99	42,986.85	42,986.85	2,068,031.14	97.96%
400 - Parks & Recreation	747,422.86	747,422.86	21,391.24	21,391.24	726,031.62	97.14%
401 - DSRP	624,364.29	624,364.29	40,267.70	40,267.70	584,096.59	93.55%
402 - Aquatics	154,148.15	154,148.15	5,883.27	5,883.27	148,264.88	96.18%
404 - Founders Day	146,488.01	146,488.01	0.00	0.00	146,488.01	100.00%
500 - Emergency Management	90,503.00	90,503.00	9,990.05	9,990.05	80,512.95	88.96%
Expense Total:	12,840,962.01	12,840,962.01	449,501.59	449,501.59	12,391,460.42	96.50%
Fund: 100 - General Fund Surplus (Deficit):	-2,646,713.15	-2,646,713.15	181,038.61	181,038.61	2,827,751.76	106.84%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,243,219.24	1,243,219.24	40,093.07	40,093.07	-1,203,126.17	96.78%
Revenue Total:	1,243,219.24	1,243,219.24	40,093.07	40,093.07	-1,203,126.17	96.78%
Expense						
400 - Parks & Recreation	11,000.00	11,000.00	360.00	360.00	10,640.00	96.73%
401 - DSRP	1,335,486.98	1,335,486.98	16,417.69	16,417.69	1,319,069.29	98.77%
Expense Total:	1,346,486.98	1,346,486.98	16,777.69	16,777.69	1,329,709.29	98.75%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-103,267.74	-103,267.74	23,315.38	23,315.38	126,583.12	122.58%
Fund: 400 - Utilities						
Revenue						
300 - Wastewater	6,733,965.12	6,733,965.12	232,775.54	232,775.54	-6,501,189.58	96.54%
301 - Water	157,800.00	157,800.00	5,977.27	5,977.27	-151,822.73	96.21%
310 - Utility Operations	319,000.00	319,000.00	0.00	0.00	-319,000.00	100.00%
Revenue Total:	7,210,765.12	7,210,765.12	238,752.81	238,752.81	-6,972,012.31	96.69%
Expense						
300 - Wastewater	9,738,900.66	9,738,900.66	27,082.74	27,082.74	9,711,817.92	99.72%
301 - Water	140,000.00	140,000.00	0.00	0.00	140,000.00	100.00%
310 - Utility Operations	1,040,003.61	1,040,003.61	0.00	0.00	1,040,003.61	100.00%
Expense Total:	10,918,904.27	10,918,904.27	27,082.74	27,082.74	10,891,821.53	99.75%
Fund: 400 - Utilities Surplus (Deficit):	-3,708,139.15	-3,708,139.15	211,670.07	211,670.07	3,919,809.22	105.71%
Report Surplus (Deficit):	-6,458,120.04	-6,458,120.04	416,024.06	416,024.06	6,874,144.10	106.44%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-2,646,713.15	-2,646,713.15	181,038.61	181,038.61	2,827,751.76
200 - Dripping Springs Ranch Park	-103,267.74	-103,267.74	23,315.38	23,315.38	126,583.12
400 - Utilities	-3,708,139.15	-3,708,139.15	211,670.07	211,670.07	3,919,809.22
Report Surplus (Deficit):	-6,458,120.04	-6,458,120.04	416,024.06	416,024.06	6,874,144.10



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: November 15, 2022

Agenda Item Wording: **Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Driftwood Subdivision West Water Connection**

Agenda Item Requestor:

Summary/Background: Jimmy Evans Company has completed Water Improvements for Driftwood Subdivision West Water Connection. City staff has inspected the project throughout all stages of construction. The City Engineer has completed a final inspection and the Design Engineer has provided concurrence. All improvements have been built per plan.

**Commission
 Recommendations:**

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

Attachments:

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

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2022-

ACCEPTING IMPROVEMENTS AND APPROVING A MAINTENANCE BOND FOR DRIFTWOOD WEST WATER CONNECTION IMPROVEMENTS

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

WHEREAS, Jimmy Evans Company, Ltd. (“Contractor”) recently completed and the City Engineer for the City of Dripping Springs has inspected the water improvements (“Improvements”) for Driftwood Subdivision West Water Connection; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements at Driftwood Subdivision West Water Connection; and

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

WHEREAS, this Resolution conforms with the Maintenance and Guarantee regulation of the City’s Code requiring all public improvements be free from defects for a period of two (2) years; and

WHEREAS, substantial completion of the Work was verified by engineer letter (Attachment “B”) as of October 7, 2022 and the maintenance bond period of Two (2) Years begins on the date of acceptance; and

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

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

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

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The City Council hereby accepts the Water Improvements in the Driftwood Subdivision West Water Connection.
3. The City Council hereby approves and accepts the Contractor’s proposed Maintenance Bond No. 4460950, from SureTec Insurance Company (“Insurer”), included and attached herein (Attachment “A”).
4. Conditioned upon the fiscal guarantee for maintenance from the Contractor and the Insurer, the City shall assume responsibility for the repair, maintenance, and regulation of the Improvements for the benefit of the public.
5. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute any documentation on the City’s behalf necessary to effectuate the intent and purpose of this Resolution.
6. This Resolution shall take effect immediately upon passage.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

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

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds Jr.

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"

(Insert Maintenance Bond No. 4460950: Jimmy Evans Company, Ltd. and SureTec Insurance Company)



SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
713-812-0800

Bond No. 4460950

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Jimmy Evans Company, Ltd. as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Dripping Springs as Obligee, in the penal sum of One Hundred Twenty Five Thousand Five Hundred Sixty Nine and 00/100's (\$125,569.00) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Driftwood West Water Connection.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year (s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor

any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 25th day of October, 2022.

Jimmy Evans Company, Ltd.
Principal

By:  _____

SureTec Insurance Company

By:  _____
Brad Ballew, Attorney-in-Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of November, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company


By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 18th day of November, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said Instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.




By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 25th day of October, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

SureTec Insurance Company

Item 7.

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



CONSULTING. ENGINEERING. CONSTRUCTION.

October 7, 2022

Mr. Aaron Reed, P.E.
Public Works Director
City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620

**RE: Engineer's Final Concurrence Letter
Driftwood Golf & Ranch Club Subdivision West Water Meter Connection**

Dear Aaron:

I, the undersigned professional engineer, have made a final visual inspection of the Driftwood Golf and Ranch Club Subdivision West Water Meter Connection construction project. Furthermore, I have walked the project with the contractor, Jimmy Evans Company. I, and other Atwell, LLC staff members, have also visited the project site during construction and observed that the planned infrastructure, including utilities and various site improvements, were constructed in accordance with the approved plans with insignificant deviations.

Furthermore, it is my understanding that the punch list items have been addressed to the satisfaction of the City of Dripping Springs. I, therefore, verify the adequate completion of the project.

If you have any questions regarding this project, please contact me by phone at (512) 517-7282, or by email at sdelgado@atwell-group.com.

Respectfully,
ATWELL, LLC
TBPE Firm No. 12242

A handwritten signature in blue ink, appearing to read "Stephen R Delgado".

Stephen R Delgado, P.E.
Director Austin Operations



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: November 15, 2022

Agenda Item Wording: **Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Driftwood Club Core Phase 1 and 2 Water and Wastewater**

Agenda Item Requestor:

Summary/Background: Jimmy Evans Company has completed Water and Wastewater Improvements for Driftwood Club Core Phase 1 and 2. City staff has inspected the project throughout all stages of construction. The City Engineer has completed a final inspection and the Design Engineer has provided concurrence. All improvements have been built per plan.

Commission Recommendations:

Recommended Council Actions: City Staff recommends approval

Attachments:

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

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2022-

ACCEPTING IMPROVEMENTS AND APPROVING A MAINTENANCE BOND FOR DRIFTWOOD SUBDIVISION PHASE 1 SECTION 2 WATER AND WASTEWATER IMPROVEMENTS

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), ACCEPTING WATER AND WASTEWATER IMPROVEMENTS AND APPROVING AND ACCEPTING A MAINTENANCE BOND FOR DRIFTWOOD SUBDIVISION PHASE 1 SECTION 2, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, Jimmy Evans Company, Ltd. (“Contractor”) recently completed and the City Engineer for the City of Dripping Springs has inspected the water and wastewater improvements (“Improvements”) for Driftwood Subdivision Phase 1 Section 2; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements at Driftwood Subdivision Phase 1 Section 2; and

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

WHEREAS, this Resolution conforms with the Maintenance and Guarantee regulation of the City’s Code requiring all public improvements be free from defects for a period of two (2) years; and

WHEREAS, substantial completion of the Work was verified by engineer letter (Attachment “B”) as of July 8, 2022 and the maintenance bond period of Two (2) Years begins on the date of acceptance; and

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

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

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

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The City Council hereby accepts the Water and Wastewater Improvements in the Driftwood Subdivision Phase 1 Section 2.
3. The City Council hereby approves and accepts the Contractor’s proposed Maintenance Bond No. 4454055, from SureTec Insurance Company (“Insurer”), included and attached herein (Attachment “A”).
4. Conditioned upon the fiscal guarantee for maintenance from the Contractor and the Insurer, the City shall assume responsibility for the repair, maintenance, and regulation of the Improvements for the benefit of the public.
5. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute any documentation on the City’s behalf necessary to effectuate the intent and purpose of this Resolution.
6. This Resolution shall take effect immediately upon passage.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

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

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Bill Foulds Jr.

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"

(Insert Maintenance Bond No. 4454055: Jimmy Evans Company, Ltd. and SureTec Insurance Company)



SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
713-812-0800

Bond No. 4460948

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Jimmy Evans Company, Ltd. as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Dripping Springs as Obligee, in the penal sum of One Million Three Hundred Forty Seven Thousand One Hundred Eighteen and 00/100's (\$1,347,118.00) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Driftwood Club Core Phase 1 & 2.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year (s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor

any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 25th day of October, 2022.

Jimmy Evans Company, Ltd.
Principal

By:  _____

SureTec Insurance Company

By:  _____
Brad Ballew, Attorney-in-Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of November, 2020.

SureTec Insurance Company

By: Michael C. Keimig
Michael C. Keimig, President



Markel Insurance Company

By: Robin Russo
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 18th day of November, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: Donna Donavant
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 25th day of October, 2022.

SureTec Insurance Company

By: M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: Richard R. Grinnan
Richard R. Grinnan, Vice President and Secretary

SureTec Insurance Company

Item 8.

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



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

Submitted By: Andrew Binz, PCS Director

Council Meeting Date: November 15, 2022

Agenda Item Wording: **Approval to authorize the City Administrator to enter into and execute a Co-Sponsorship Agreement with Ashley Tullis for the public purpose of promoting tourism and civic engagement through the Christmas on Mercer Movie Night holiday event. Sponsor: Council Member Parks**

Agenda Item Requestor: Andrew Binz

Summary/Background: The Parks & Community Services department will be showing the movie The Grinch (with Jim Carey) during the Christmas on Mercer event on Friday, December 2nd. The movie will be shown on the Stephenson Field at dusk after the tree lighting at Veterans Memorial Park.

Ashley Tullis was the Title Sponsor for last year's movie, and she contacted staff again this year to be the Title Sponsor. She will be providing complimentary popcorn, water, and hot chocolate at the event. She is also planning on having someone dressed in a Grinch costume.

The Parks & Community Services department is charging Ashley Tullis a \$1,000 Title Sponsorship fee for this event. PCS will be providing the projector, screen and movie including the license to show the movie.

Commission Recommendations: This sponsorship opportunity happened after the November 7th Parks & Recreation Commission agenda was posted, so they were unable to vote on it.

Recommended Council Actions: Approve

Attachments: Sponsorship Agreement

Next Steps/Schedule: Execute the Sponsorship Agreement with Ashley Tullis.

Co-Sponsorship Agreement

This *Dripping Springs Co-Sponsorship Agreement* ("Agreement") is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, ("City"), and Ashley Tullis ("Co-Sponsor").
2. **PURPOSE:** This Agreement serves as a statement or exchange of promises between the City and Co-Sponsor. It is enacted to provide clear responsibilities and duties for the promotion and use of the event area located at 101 Old Fitzhugh Rd. and the field adjacent to the event area by Co-Sponsor. The event will promote tourism and civic engagement in the City of Dripping Springs which is considered to be a public purpose by the City.
3. **DESCRIPTION:** Co-Sponsor is hereby engaged to sponsor and help facilitate an event at the area shown in Attachment "A". The Co-Sponsor seeks to work in conjunction with the City to have an event at the area in Attachment "A" that includes showing a movie, supplying beverages and snacks to attendees, and providing other live entertainment. Parking will be available for the event on Mercer Street and in the public parking lots. No Parking shall be allowed on the field where the movie is being shown.
4. **SCOPE:** This Agreement applies to Co-Sponsor's utilization of the area as shown in Attachment "A" for the reasons stated above, which shall take place on December 2, 2022.
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas and performance shall take place at 101 Old Fitzhugh Rd., Dripping Springs, Texas 78620 and the adjacent field.
6. **OBLIGATIONS OF THE CITY:**
 - 6.1. The City agrees to allow Co-Sponsor to utilize the area in Attachment "A" for the purpose stated in Section 3. The use will allow use of tables and tents for beverages or food, public parking in the areas designated above, and other related activities.
 - 6.2. The City agrees to provide City staff to assist with facilitating the showing of the movie.
 - 6.3. The City agrees to provide and setup a projector and screen for the purposes of showing the movie. The City will provide an appropriate seasonal movie that the City has the right to show.

- 6.4. The City agrees to design promotional materials such as flyers and social media post listing Co-Sponsor as Title Sponsor for the event.

7. OBLIGATIONS OF THE CO-SPONSOR:

- 7.1 Co-Sponsor agrees to provide a sponsor fee of one thousand dollars (\$1,000) to the City prior to the event in furtherance of the public purpose stated herein.
- 7.2 Co-Sponsor agrees to provide hot chocolate, water, and popcorn for the event. Co-sponsor is responsible for providing all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.3 Co-sponsor agrees to provide a person dressed in an appropriate seasonal costume to greet the public at the event.
- 7.4 Co-Sponsor shall grant the City permission to use the Co-Sponsor's logo on any marketing and promotional material related to this event for the duration of this Agreement.
- 7.5 Co-Sponsor agrees to abide by all state, federal and local rules, and regulations.
- 7.6 Co-Sponsor agrees not to perform waste or damage to the area.
- 7.7 Co-Sponsor shall exercise reasonable care and due diligence to avoid harming the area.

- 8. INDEPENDENT CONTRACTOR:** The Parties agree that Co-Sponsor and their attendees and agents are independent contractors and are neither agents nor employees of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff to achieve the goals of this Agreement.

- 9. INJURIES/INSURANCE:** Co-Sponsor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Co-Sponsor's employees, if any. Co-Sponsor waives the rights to recovery from City for any injuries that Co-Sponsor and/or Co-Sponsor's employees may sustain while performing services under this Agreement.

- 10. DURATION:** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated after the completion of the obligations of each party or as outlined below.

11. TERMINATION:

- 11.1 This Agreement may be terminated by mutual consent of the parties.
- 11.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, seven (7) days prior to commencement of the use of the area.

- 11.3 Termination shall release each party from all obligations of this Agreement, except as specified below.
- 11.4 Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.
- 11.5 *Force Majeure:* In situations in which Co-Sponsor's participation at the area must be delayed, cancelled, or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

12. INDEMNIFICATION:

CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CITY.

13. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

14. NOTICES: Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below.

City:

Attention: City Administrator
Post Office Box 384
Dripping Springs, Texas 78620

Co-Sponsor:

Attention: Ashley Tullis
333 East Hwy 290, Unit #300
Dripping Springs, Texas 78620

15. HEADINGS: The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.

- 16. ASSIGNMENT:** Neither Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.
- 17. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 18. SEVERABILITY:** Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 19. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the participation at the event area.
- 20. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 21. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good & valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

Executed this, the _____ day of November 2022.

City of Dripping Springs:

Co-Sponsor

by: _____
Michelle Fischer, City Administrator

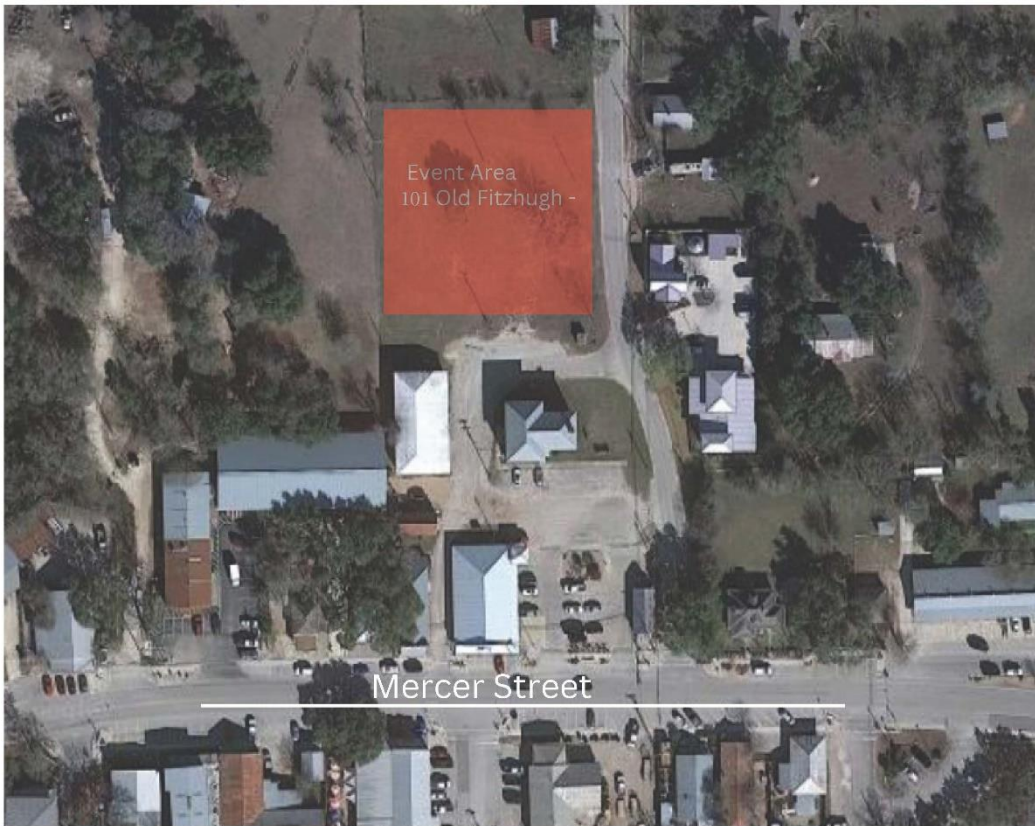
by: _____
Ashely Tullis, Co-Sponsor

ATTEST:

by: _____
Andrea Cunningham, City Secretary

ATTACHMENT “A”

Christmas on Mercer Movie Night Event Map





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: November 15, 2022

Agenda Item Wording: **Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Driftwood Club Core Phase 3 Water and Wastewater**

Agenda Item Requestor:

Summary/Background: Jimmy Evans Company has completed Water and Wastewater Improvements for Driftwood Club Core Phase 3. City staff has inspected the project throughout all stages of construction. The City Engineer has completed a final inspection and the Design Engineer has provided concurrence. All improvements have been built per plan.

**Commission
 Recommendations:**

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

Attachments:

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

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2022-

**ACCEPTING IMPROVEMENTS AS COMPLETE AND APPROVING A
MAINTENANCE BOND FOR DRIFTWOOD CLUB CORE PHASE 3
WATER AND WASTEWATER AND RELEASING CONSTRUCTION
BONDS**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), ACCEPTING IMPROVEMENTS AS COMPLETE AND APPROVING AND ACCEPTING A MAINTENANCE BOND FOR DRIFTWOOD CLUB CORE PHASE 3 WATER AND WASTEWATER IMPROVEMENTS AND RELEASING CONSTRUCTION BONDS, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, Jimmy Evans Company, Ltd. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, Driftwood Club Core Phase 3 Water and Wastewater (“Improvements”) for the City of Drippings Springs; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements in Driftwood Club Core Phase 3; and

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

WHEREAS, this Resolution conforms with the Maintenance and Guarantee regulation of the City’s Code requiring all public improvements be free from defects for a period of two (2) years; and

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

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

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

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The City Council hereby accepts the Water and Wastewater Improvements at Driftwood Club Core Phase 3 as complete.
3. The City Council hereby approves and accepts the Contractor’s proposed Maintenance Bond No. 4448673MNT, from SureTec Insurance Company (“Insurer”), included and attached herein (Attachment “A”).
4. The City Council hereby releases the Contractor’s Construction Bond No. 1001130685. Bond.
5. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute any documentation on the City’s behalf necessary to effectuate the intent and purpose of this Resolution.
6. This Resolution shall take effect immediately upon passage.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

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

CITY OF DRIPPING SPRINGS:

by: _____
 Mayor Bill Foulds Jr.

ATTEST:

 Andrea Cunningham, City Secretary

Attachment “A”

(Insert Maintenance Bond No. 4448673MNT: Jimmy Evans Company Ltd., and Suretec Insurance Company)



SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300
Houston, TX 77042
713-812-0800

Bond No. 4448673MNT

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Jimmy Evans Company, Ltd. as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Dripping Springs as Obligee, in the penal sum of Two Hundred Fifty Six Thousand Seven Hundred Twenty Eight and 04/100's (\$256,728.04) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Driftwood Club Core Phase III.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year (s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor


any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 25th day of October, 2022.

Jimmy Evans Company, Ltd.
Principal

By:  _____

SureTec Insurance Company

By:  _____
Brad Ballew, Attorney-in-Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."


IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of November, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company


By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 18th day of November, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023


We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 25th day of October, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



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

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: November 15, 2022

Agenda Item Wording: **Approval of an updated agreement with new rates for engineering services with Burgess & Niple.** *Sponsor: Mayor Foulds, Jr.*

Agenda Item Requestor: Robby Callegari, PE—Burgess & Niple

Summary/Background: Burgess & Niple (formally known as CMA Engineering) has not increased labor rates in over 4.5 years on several of the contracts that were approved with CMA Engineering. Those contracts include:

- 1) 431 General Services contract (old CMA 1431). This is the contract we do a wide variety of general consulting services, plan review and construction inspections, and responding to other miscellaneous tasks requested by the City. Many of the charges under this contract are reimbursable by applicants/developers.
- 2) 923 City Wide WW System Improvements project (old CMA 1923). This is the contract that covers all the work funded by the TWDB such as Project Management, West Int, East Int, LS and FM, Eff Pond and pump station, and WWTP Design assistance to Carollo.
- 3) Contract amendments to the two pending permit applications for the 003 discharge permit application (old CMA 1695) and 001 TLAP permit amendment application (old CMA 1732).

The rate increase from 2018 to those being requested reflects a 30% increase. All of the more recently approved contracts with Burgess & Niple reflect the rates that are being proposed for these older existing contracts.

Commission Recommendations: N/A

**Recommended
Council Actions:**

Approve rates as presented.

BURGESS & NIPLE

235 Ledge Stone Drive | Austin, TX 78737 | 512.432.1000

Firm Registration No. F-10834

October 12, 2022

Mayor Bill Foulds, Jr.
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

Re: City of Dripping Springs
Engineering Services Agreement
South Regional Wastewater Facility
Revised Billing Rates for Professional Services
CMA Job Number 1431 – B&N Job Number 39661

Dear Mayor Foulds:


Burgess & Niple, Inc., (B&N) proposes to amend its existing Engineering Services Agreement, dated May 26, 2010, with the City of Dripping Springs in connection with the development of its South Regional Wastewater Facilities in Hays County, Texas. B&N will continue to provide General Engineering Services to the City regarding the South Regional Wastewater facilities.

We are requesting that the 2018 Billing Rates for Professional Services be revised to reflect our 2022-2023 Billing Rates for Professional Services (attached). All other provisions of the May 26, 2010 contract will remain the same. We are requesting that the new rates be effective on November 1, 2022.

If this Amendment is satisfactory to the City of Dripping Springs, please sign both copies of the letter in the space provided below and return one copy to us.

Very truly yours,

Burgess & Niple, Inc.


Felix J. Manka, P.E.
Vice President

City of Dripping Springs

Bill Foulds, Jr.
Mayor

Accepted this _____ day of _____, 2022.

Mayor Bill Foulds, Jr.
City of Dripping Springs
October 12, 2022
Page 2 of 2

ATTACHMENT A
Billing Rates for Professional Services

Principal	\$260.00/hour
Senior Engineer	\$245.00/hour
Project Engineer II (More than 15 years of experience)	\$220.00/hour
Project Engineer I (Less than or equal to 15 years of experience)	\$180.00/hour
Assistant Engineer II (More than 5 years of experience)	\$155.00/hour
Assistant Engineer I (Less than or equal to 5 years of experience)	\$140.00/hour
Senior Engineering Technician	\$175.00/hour
Engineering Technician	\$115.00/hour
Field Construction Representative II	\$160.00/hour
Field Construction Representative I	\$110.00/hour
Administrative Assistant	\$ 75.00/hour
 B&N/personnel vehicle mileage	 IRS Rate

BURGESS & NIPLE

235 Ledge Stone Drive | Austin, TX 78737 | 512.432.1000

Firm Registration No. F-10834

October 12, 2022

Mayor Bill Foulds, Jr.
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

Re: City of Dripping Springs
Engineering Services Agreement
Revised Billing Rates for Professional Services
CMA Job Number 1732 - B&N Job Number 39665

Dear Mayor Foulds:

Burgess & Niple, Inc., (B&N) proposes to amend its existing Engineering Services Agreement, dated February 13, 2018 with the City of Dripping Springs in connection with preparing a wastewater permit amendment application for the South Regional Wastewater Facilities for submittal to the TCEQ to increase wastewater treatment plant capacity and disposal capacity for the South Regional Wastewater Facilities in Hays County, Texas. B&N will continue to provide Engineering Services to the City regarding this project.

We are requesting that the 2018 Billing Rates for Professional Services be revised to reflect our 2022-2023 Billing Rates for Professional Services (attached). All other provisions of the February 13, 2018 contract will remain the same. We are requesting that the new rates be effective on November 1, 2022.

If this Amendment is satisfactory to the City of Dripping Springs, please sign both copies of the letter in the space provided below and return one copy to us.

Very truly yours,

Burgess & Niple, Inc.



Felix J. Manka, P.E.
Vice President

City of Dripping Springs

Bill Foulds, Jr.
Mayor

.....
Accepted this _____ day of _____, 2022.

Mayor Bill Foulds, Jr.
City of Dripping Springs
October 12, 2022
Page 2 of 2

ATTACHMENT A
Billing Rates for Professional Services

Principal	\$260.00/hour
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Assistant Engineer I (Less than or equal to 5 years of experience)	\$140.00/hour
Senior Engineering Technician	\$175.00/hour
Engineering Technician	\$115.00/hour
Field Construction Representative II	\$160.00/hour
Field Construction Representative I	\$110.00/hour
Administrative Assistant	\$ 75.00/hour
B&N/personnel vehicle mileage	IRS Rate

BURGESS & NIPLE

235 Ledge Stone Drive | Austin, TX 78737 | 512.432.1000

Firm Registration No. F-10834

October 12, 2022

Mayor Bill Foulds, Jr.
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

Re: City of Dripping Springs
Engineering Services Agreement
Revised Billing Rates for Professional Services
CMA Job Number 1695 - B&N Job Number 39662

Dear Mayor Foulds:

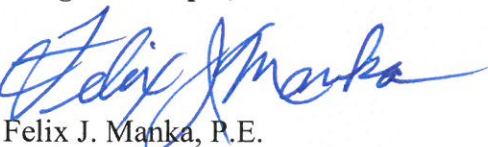
Burgess & Niple, Inc., (B&N) proposes to amend its existing Engineering Services Agreement, dated June 3, 2015 with the City of Dripping Springs in connection with preparing a new wastewater permit application for the South Regional Wastewater Facilities for submittal to the TCEQ to increase wastewater treatment plant capacity for the South Regional Wastewater Facilities in Hays County, Texas. B&N will continue to provide Engineering Services to the City regarding this project.

We are requesting that the 2015 Billing Rates for Professional Services be revised to reflect our 2022-2023 Billing Rates for Professional Services (attached). All other provisions of the June 3, 2015 contract will remain the same. We are requesting that the new rates be effective on November 1, 2022.

If this Amendment is satisfactory to the City of Dripping Springs, please sign both copies of the letter in the space provided below and return one copy to us.

Very truly yours,

Burgess & Niple, Inc.



Felix J. Manka, P.E.
Vice President

City of Dripping Springs

Bill Foulds, Jr.
Mayor

Accepted this _____ day of _____, 2022.

Mayor Bill Foulds, Jr.
City of Dripping Springs
October 12, 2022
Page 2 of 2

ATTACHMENT A
Billing Rates for Professional Services

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Engineering Technician	\$115.00/hour
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Field Construction Representative I	\$110.00/hour
Administrative Assistant	\$ 75.00/hour
B&N/personnel vehicle mileage	IRS Rate

BURGESS & NIPLE

235 Ledge Stone Drive | Austin, TX 78737 | 512.432.1000

Firm Registration No. F-10834

October 12, 2022

Mayor Bill Foulds, Jr.
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

Re: City of Dripping Springs
Engineering Services Agreement
South Regional Wastewater Facility
Revised Billing Rates for Professional Services
CMA Job Number 1923 - B&N Job Number 39674

Dear Mayor Foulds:

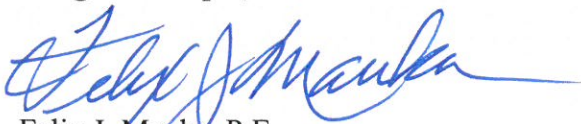
Burgess & Niple, Inc., (B&N) proposes to amend its existing Engineering Services Agreement, dated November 2018, with the City of Dripping Springs in connection with City Wide Wastewater System of its South Regional Wastewater Facilities in Hays County, Texas. B&N will continue to provide Engineering Services to the City regarding this project funded through loan with by the Texas Water Development Board.

We are requesting that the 2018 Billing Rates for Professional Services be revised to reflect our 2022-2023 Billing Rates for Professional Services (attached). All other provisions of the November 18, 2018 contract will remain the same. We are requesting that the new rates be effective on November 1, 2022.

If this Amendment is satisfactory to the City of Dripping Springs, please sign both copies of the letter in the space provided below and return one copy to us.

Very truly yours,

Burgess & Niple, Inc.



Felix J. Manka, P.E.
Vice President

City of Dripping Springs

Bill Foulds, Jr.
Mayor

.....
Accepted this _____ day of _____, 2022.

Mayor Bill Foulds, Jr.
City of Dripping Springs
October 12, 2022
Page 2 of 2

ATTACHMENT A
Billing Rates for Professional Services

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Senior Engineering Technician	\$175.00/hour
Engineering Technician	\$115.00/hour
Field Construction Representative II	\$160.00/hour
Field Construction Representative I	\$110.00/hour
Administrative Assistant	\$ 75.00/hour
 B&N/personnel vehicle mileage	 IRS Rate





SIGN VARIANCE REQUEST REVIEW

Date: November 9, 2022

Project: Mercer Steet Warehouse District
330 & 304 Mercer Street
Dripping Springs, TX 78620

Applicant: Dean Erickson, Carter Core Fund

Submittals: Variance Application
 Sign Permit Application
 Master Signage Plan (if applicable)
 Planned Develop District/Development Agreement Signage Regulations (if applicable)

Variance Requests: Allow an off-premises pole sign.

The following review has been conducted for the City of Dripping Springs to determine compliance and consistency with the City of Dripping Springs CODE OF ORDINANCES, Title 2 BUILDING AND DEVELOPMENT REGULATIONS, Chapter 26 SIGNS, Article 26.03.003 VARIANCES

The Mercer Street Warehouse District is comprised of several parcels located at 330 Mercer Street. The development has an existing nonconforming pole sign that identifies the businesses in the Mercer Street Warehouse District development (see photo below). The pole sign was granted a variance.

The applicant installed a pedestrian walkway through the parcel located at 304 Mercer Street in cooperation with the owner of the parcel after a small storage building was removed from the property. On this parcel next to the walkway is a nonconforming pole sign structure that has not been used for many years. The applicant wishes to use this structure to identify businesses located on the adjacent lots that make up the Mercer Street Warehouse District, as well as the short term rental on the parcel. Pole signs are prohibited types of business signs for such use and a variance is required to allow one (Section 26.01.004 Prohibited Signs, B. 17). A variance is also required to allow an off-premises sign (Section 26.01.004 Prohibited Signs, B. 4).

A monument sign could be installed at 304 Mercer Street where the pole sign is proposed. A monument sign for a single business can be up to 32 square feet and 6 feet in height, and a monument sign for a multi-unit complex can be up to 48 square feet and 6 feet in height.

4 directional signs could also be installed on the Mercer Street Warehouse District property or at 304 Mercer Street:

Directional signs, up to four signs on a property where the sign is for providing direction to commercial use and may include the logo or name of business but shall not be taller than four feet in height and the sign area shall not be more than four square feet. These signs may be pole, wall, or monument signs. (Section 26.01.005 Authorized Signs Without a Separate Permit. (13))

The proposed pole sign is approximately 20 square feet and 14 feet and 2 inches tall. The applicant would like the ability to add one tenant sign panel for the short term rental, if needed.

Currently, several businesses use daily display signs and place them near the proposed pole sign (see photo below). The applicant has agreed verbally to restricting businesses identified on the proposed pole sign from using a daily display sign near the proposed pole sign (they could continue to be used directly in front of the businesses).

The variance requests relate to the consideration for granting variances as follows:

Considerations in granting variances (Sec. 26.03.003 (e))

(1) Special or unique hardship because of the size or shape of the property on which the sign is to be located, or the visibility of the property from public roads.

Applicable Not Applicable

The Mercer Street Warehouse District is comprised of two parcels, one not being adjacent to the street. The most direct access to some of the businesses is through the walkway on 304 Mercer. Most of the businesses' wall signs are not visible from Mercer Street. Visibility of a monument sign in the proposed pole sign location would usually be blocked by parked vehicles during business hours.

(2) Hardship claim based on the exceptional topographic conditions or physical features uniquely affecting the property on which a sign is to be located.

Applicable Not Applicable

Large trees block visibility of most of the businesses' wall signs.

(3) Proposed sign location, configuration, design, materials and colors are harmonious with the hill country setting.

Applicable Not Applicable

Proposed signage and pole are primarily black and white.

(4) Natural colors (earth tones) and muted colors are favored. Color schemes must be compatible with the surrounding structures. Predominate use of bold and/or bright colors is discouraged under this section.

Applicable Not Applicable

(5) The sign and its supporting structure should be in architectural harmony with the surrounding structures.

Applicable Not Applicable

(6) Mitigation measures related to the sign in question or other sign on the same premises.

Applicable Not Applicable

Proposed sign is smaller in sign area than what could be allowed. Applicant is willing to prohibit daily display signs from area near the pole sign.

(7) Demonstrated and documented correlation between the variance and protecting the public health and safety.

Applicable Not Applicable

(8) The stage at which the variance is requested. The city will be more inclined to consider a variance request when it is sought during an earlier stage of the construction approval process, for instance, when the responsible party is submitting/obtaining a plat, planned development district, development agreement, or site plan.

Applicable Not Applicable

(9) Whether the sign could have been included in a master signage plan. Master signage plans are highly encouraged. The city will be more inclined to favorably consider a variance request when the variance is part of a master signage plan. There will be a presumption against granting variances piecemeal, ad hoc, on a case-by-case basis when the sign for which a variance is sought could have been included in a master sign plan and considered in the course of a comprehensive review of the entire project's signage.

Applicable Not Applicable

(10) The sign administrator may authorize the remodeling, renovation, or alternation of a sign when some nonconforming aspect of the sign is thereby reduced.

Applicable Not Applicable

Approval and Conditions

In my opinion, the proposed pole sign meets many of the considerations for granting a variance and further mitigation measures should be required. I recommend approval of the variance requests with the following conditions:

Daily display signs for the businesses identified on the pole sign shall not be displayed adjacent to Mercer Street and near the pole sign;

The building located at 304 Mercer Street may have a small tenant panel on the pole sign;

The pole sign shall not be illuminated; and

No other permanent free standing signs shall be allowed at 304 Mercer Street and 330 Mercer Street in addition to the existing pole sign and the proposed pole sign; and

No directional signs shall be allowed at 304 Mercer Street and 330 Mercer Street for the businesses identified on the pole sign.

Please let me know if you have any questions about this report.

Respectfully Submitted,

Michelle Fischer
Sign Administrator





Received on/by:

Date, initials



APPLICATION FOR AN

ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER

Project Name: Directional Sign 330 Mercer Warehouse District

Project Address/Legal Description: WT Chapman #1, Block 1, Lot 1-2+10, across O. 3644

Project Applicant Name: Dean Erickson

Mailing Address: PO Box 1488

Dripping Springs Tx 78620

Email Address: dean@ericksonandassoc.com

Phone Number: 512-328-3588

Owner's Name (if different from Applicant): Carter Core Fund 1, LP

Mailing Address: 141 E Mercer, Ste C2

Dripping Springs Tx 78620

Email Address: Scott.craig.carter@gmail.com

Phone Number: 512.914.5997

Type of Application (check box):

Alternative Standard

Variance

Special Exception

Waiver

Description of request & reference to section of the Code of Ordinances applicable to request: Assign Variance re: Section 26.01.004 prohibited signs (4) off premise signs + (17) pole signs

Description of the hardship or reasons the Alternative Standard/Special Exception/Variance/Waiver is being requested: Sign frame previously grandfathered but lost grandfather status due to lack of use. However previously a part of walkway project submitted, approved & constructed.

Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver: This is an existing sign frame that has been in use for previous occupants/tenants.

Submittal Checklist:

- Signed and Completed Application
- Required Fee Paid \$ 150.00
reference online Master Fee Schedule for more details
- Billing Contact Form

Exhibits

- Photographs
- Map/Site Plan
- Architectural Elevation
- Other: All provided for sign permit application

Upon submittal of application, a Public Notice sign is **required** to be displayed at the project property within 48 hours (exceptions apply in cases of signage, lighting, exterior design and landscaping applications). Signs can be picked up at the City Offices for a deposit fee of \$100. Once a permit has been issued, signs in good condition can be returned for a \$75 refund.

- Pick up Public Notice Sign, \$100 deposit

All required items and information (including all applicable above listed exhibits and fees) must be received by the City in order for an application and request to be considered complete. **Incomplete submissions will not be reviewed or scheduled for any further action until all deficient items or information has been received.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:

[Signature]
Signature of Applicant

8/25/22
Date

[Signature] as Manager
Signature of Owner (or attached letter of consent)

8/25/22
Date

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Dean Erickson is authorized to act as my agent and representative with respect to this Application and the City's conditional use permit process. (As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

Scott Carter / Carter Core Fund 1, LP
Name

Owner
Title

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 25 day of August,

2022 by [Signature]

Debbie Sumner
Notary Public, State of Texas

My Commission Expires: 8/30/23

Dean Erickson
Name of Applicant

Doubled sided header and tenant blades
Total 20sq ft



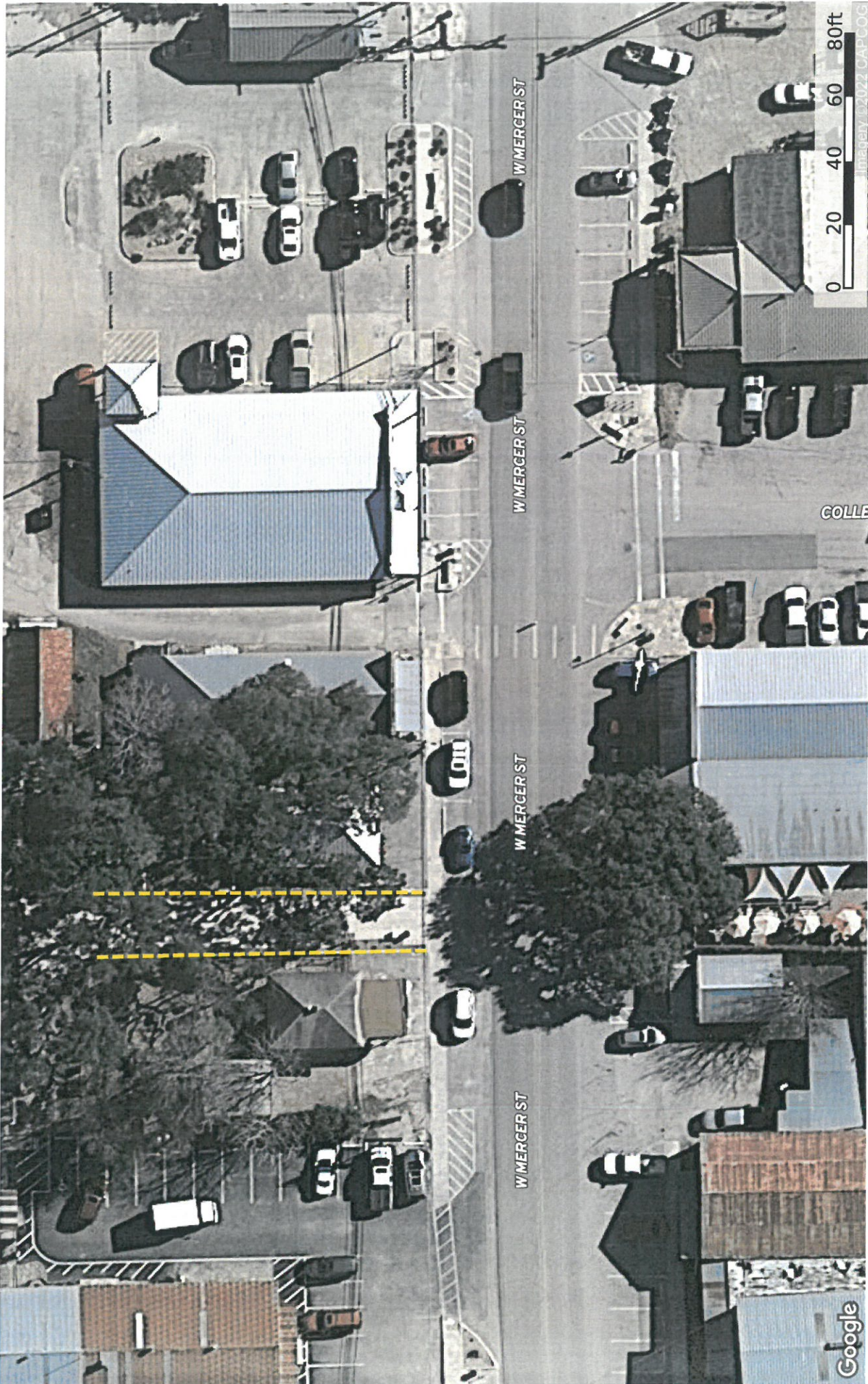
Top Panel 25" x 38"
2" thick western red cedar
sandblasted and 2 color painted
Colors TBD

Tenant Panel 51" x 38" MDO board
with print & laminate graphics

Large Tenant Blades
9" x 36.5" .04 Aluminum
Letter height 3.8"

Small Tenant Blades
5" x 36.5" .04 Aluminum
Letter height 2.25"





Road / Trail

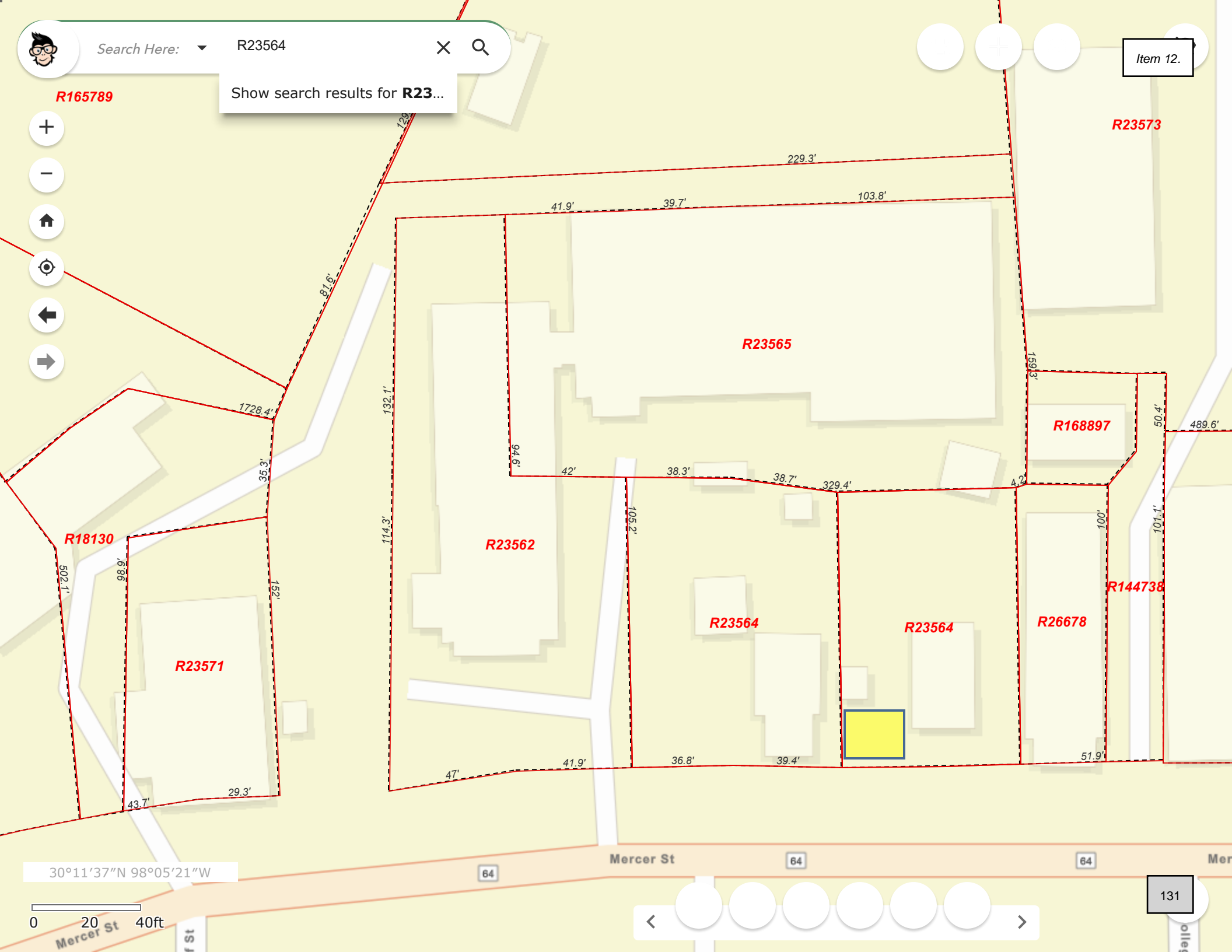


The information contained herein was obtained from
aerial photography and is not guaranteed to be reliable.
MapRight Services makes no warranties or guarantees as to the
completeness or accuracy thereof.

Show search results for R23...

R165789

R23573



30°11'37"N 98°05'21"W





CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384 • Dripping Springs, TX 78620
512.858.4725 • www.cityofdrippingsprings.com

Sign Permit – Owner Permission Letter

If owner of proposed sign is a tenant, the property owner must agree to and sign the following:

TO: City of Dripping Springs SIGN Plan Reviewer,

I hereby grant permission for the construction, operation, maintenance, modification, or display of the proposed sign or sign structure as described in the sign permit application.

Property Owner Signature: *Marvin Sommerfeld* Date: 11-8-22

Property Owner Name Printed: Marvin & Gwyn Sommerfeld

Property Owner Phone Number: 512-426-7300

Property Owner Email: Marvin@SommerfeldConst.com



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384 • Dripping Springs, TX 78620
512.858.4725 • www.cityofdrippingsprings.com

Gateway to the Hill Country

Sign Permit – Owner Permission Letter

If owner of proposed sign is a tenant, the property owner must agree to and sign the following:

TO: City of Dripping Springs SIGN Plan Reviewer,

I hereby grant permission for the construction, operation, maintenance, modification, or display of the proposed sign or sign structure as described in the sign permit application.

Dean Erickson as Manager

Property Owner Signature: *[Signature]* Date: 7/12/22

Property Owner Name Printed: Carter Core Furd

Property Owner Phone Number: 512 - 328 - 3588

Property Owner Email: sales @ erickson and assoc. com

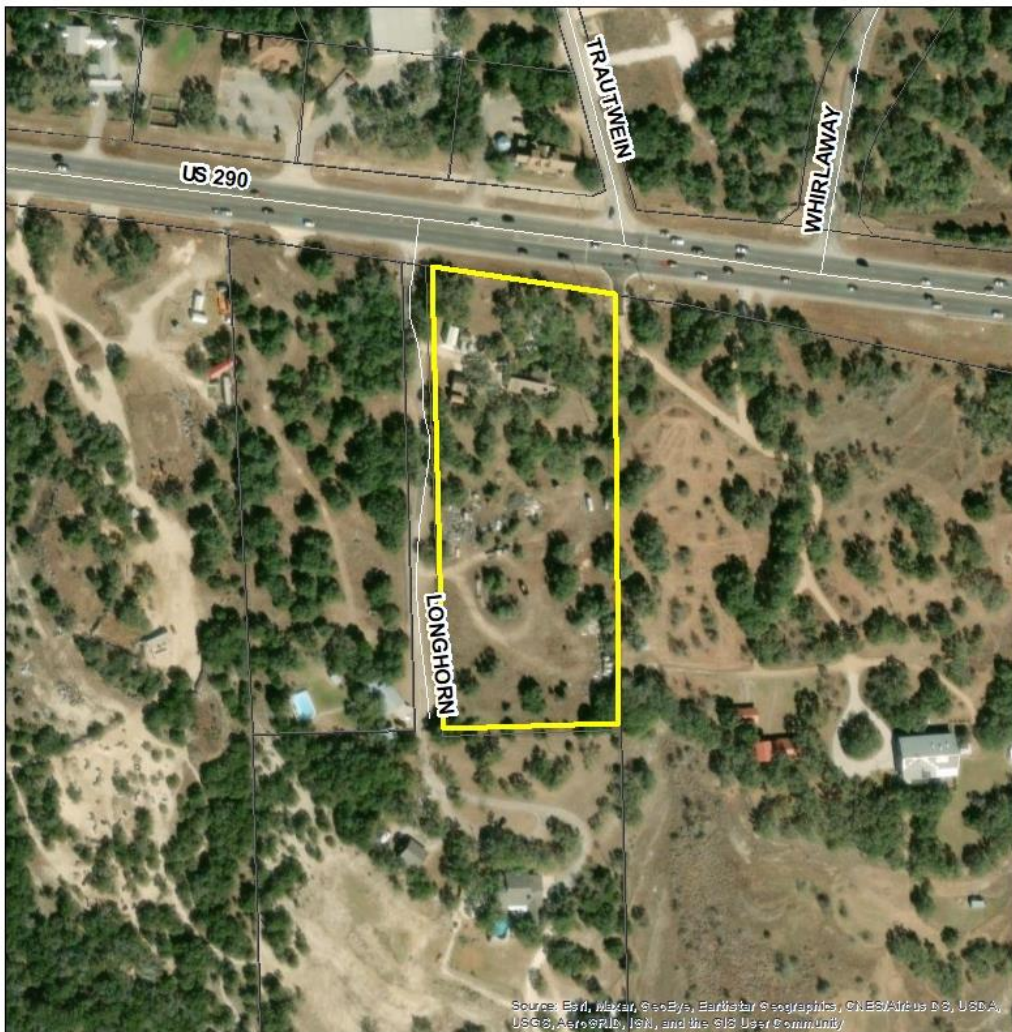


City Council Planning Department Staff Report

City Council Meeting: November 15, 2022
Project No: ANNEX2022-0004
Project Planner: Tory Carpenter, AICP – Senior Planner

Item Details

Project Name: Besa Property Annexation
Property Location: 4300 E US 290
Legal Description: 5 Acres out of the G N RR Co Survey
Applicant: Daniel Besa
Property Owners: Daniel & Pat Besa
Request: Request for voluntary annexation and to begin negotiations regarding a service agreement.
Recommendation: Staff recommends acceptance of the annexation petition.



Location Map

AN2022-0004
4300 E US 290

- Roads
- Parcel Lines
- Site

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

Overview

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

Annexation and Zoning Schedule

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

January 10, 2022 – The Planning & Zoning Commission conducted a public hearing and voted unanimously to recommend approval of the zoning amendment to CS.

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

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

Public Notification

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

Annexation Benefits & Detriments

Benefits to the City for Annexation:

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

Detriments to the City for Annexation

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

ETJ Annexation Comparison

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

Attachments

Exhibit 1: Annexation Request

Planning Department Staff Report

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



DRIPPING SPRINGS
Texas

City of Dripping Springs

Item 13.

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

ANNEXATION APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME DANIEL BESA / PAT BESA

STREET ADDRESS 4300 E VS 290

CITY DRIPPING SPRINGS STATE TX ZIP CODE 78620

PHONE 512-825-3950 EMAIL Danielbesa@prw@yahoo.com

APPLICANT NAME DANIEL BESA

COMPANY _____

STREET ADDRESS 141 BELLA CASA LN

CITY DRIPPING SPRINGS STATE TX ZIP CODE 78620

PHONE 512-825-3950 EMAIL DANIEL BESA PRW @ YAHOO .COM

TYPE OF ANNEXATION APPLICATION

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

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

DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)

PROPERTY INFORMATION

PROPERTY OWNER NAME	DANIEL BESA / PAT BESA
PROPERTY ADDRESS	4300 E US 290 DRIPPING SPRINGS TX
CURRENT LEGAL DESCRIPTION	ABS 575 1+6 N RR CO SURVEY 5 AC
TAX ID#	R 19497
CURRENT LAND USE	RESIDENTIAL HOME OFFICES
REQUESTED ZONING	CS COMMERCIAL SERVICES
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	PROPERTY IS IN HIGH TRAFFIC AREA PROPERTY IS TRAUTWINE + 290. VERY BIG COMMERCIAL NEAR BY. PROPERTY IS BEING TAXED AS COMMERCIAL ALREADY.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	

APPLICANT'S SIGNATURE

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

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

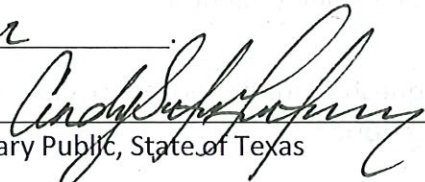
DANIEL BESA 
Name

Owner
Title

STATE OF TEXAS §
 §
COUNTY OF HAYS §

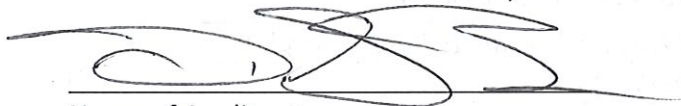
This instrument was acknowledged before me on the 10th day of September

2022 by Cindy Soto-Gutierrez


Notary Public, State of Texas

My Commission Expires: May 27, 2026




Name of Applicant

ANNEXATION APPLICATION SUBMITTAL

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

Applicant Signature

Date

CHECKLIST

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

Project Number: _____
Only filled out by staff



DRIPPING SPRINGS
Texas

BILLING CONTACT FORM

Project Name: _____

Project Address: 4300 EAST US 290 DRIPPING SPRINGS TX

Project Applicant Name: DANIEL BESA

Billing Contact Information

Name: DANIEL BESA

Mailing Address: 141 BELLA CASA LN
DRIPPING SPRINGS TX 78620

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

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

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

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

[Signature]
Signature of Applicant

9/6/22
Date



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

Submitted By: Brandon Elliott, Building Permit Technician

Council Meeting Date: November 15, 2022

Agenda Item Wording: **Discuss and consider an Ordinance amending Chapter 24. Building Regulations, Article 24.02. Technical and Construction Codes and Standards, Section 24.02.064. Permit Exemptions eliminating building permit requirement for sheds less than 200 square feet in area.**

Agenda Item Requestor: Building Department

Summary/Background: Currently, the code provides that sheds do not need a building permit generally, but it is required in order to determine whether the shed is being built in the setbacks. We would like to change the ordinance to not ever require a building permit, but to still require that sheds not be built in the setback. The Building Department feels this change is necessary because it is creating work for city staff for construction that, by code, is not required to get a permit. While we continue to experience rapid growth and prepare to take on the influx of Heritage and Driftwood subdivisions, city staff would like to concentrate its efforts on processing larger construction projects that do require permits by code. Please see the following excerpt from the 2018 International Residential Code:

2018 IRC Section R105.2 Work exempt from a permitPermits shall not be required for the following:

Building :

1. One-story detached accessory structures, provided that the floor area does not exceed 200 square feet.

The reason the City currently requires permits for Accessory Structures (sheds) under 200 square feet is to ensure they stay outside of the setbacks and easements that may be on their property. These requirements can still be enforced if the city adopts the same strategy as we do for Fences. Section 5.12 of the Zoning Ordinance outlines the development standards for Fences in residential areas, however, the city does not require a permit for fences. This may be because the second bullet point of Section R105.2 in the 2018 IRC states that Fences under 7 ft are exempt from permitting. The criteria outlined in the zoning code may still be enforced however on a complaint

basis, which is how other violations are handled. The city should adopt language that states all accessory structures must comply with zoning, allowing us to work on a complaint basis if someone is violating standards set in the code.

**Commission
Recommendations:**

N/A

**Recommended
Council Actions:**

Approval of the ordinance.

Attachments:

Ordinance amendment.

Next Steps/Schedule:

If approved, then notification on the website would be done.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. [REDACTED]

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 24: BUILDING REGULATIONS: ARTICLE 24.02. TECHNICAL AND CONSTRUCTION CODES AND STANDARDS; DIVISION 2. RESIDENTIAL BUILDING CODE FOR SHEDS; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

WHEREAS, the City desires to lessen the permitting requirements for small accessory structures; and

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to promote reasonable, sound, and efficient construction within the City of Dripping Springs ("City"); and

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

WHEREAS, pursuant to Texas Local Government Code Chapters 214 and 216, to protect the public health, safety, and welfare, the International Residential Code of One- and Two-Family Dwellings of 2018 is adopted as the municipal residential building codes in this state; and

WHEREAS, the City has found that limiting the permitting requirements as directed by the International Residential Building Code for sheds to be in the best interest of promoting comfortable enjoyment of residential neighborhoods; and

WHEREAS, the City seeks to amend the Building Code Ordinance as it relates to accessory units to establish additional regulations for these units; and

WHEREAS, the proposed building code amendment has been reviewed by City staff, including the City’s Building Official, with the consensus being that the proposed changes are consistent with best building practices and consistent with the International Residential Code; and

WHEREAS, after public hearing held by the City Council on November 15, 2022, the City Council voted to approve the proposed amendment; and

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

WHEREAS, the City Council finds that it is necessary and proper for the protection of the welfare, health, peace, temperance, and safety of the City of Dripping Springs to adopt an ordinance amending regulations of sheds.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Chapter 24, Article 24.02 Building Regulations of the Dripping Springs Code of Ordinances is hereby amended to read in accordance with *Attachment "A"* and which are attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes. Additions to the Ordinance text are underlined and highlighted and deletions are struck-through.

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.

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 15th day of November, 2022, by a vote of ___ (ayes) to ___(nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A” CHAPTER 24:**BUILDING REGULATIONS****ARTICLE 24.02. – TECHNICAL AND CONSTRUCTION CODES AND STANDARDS****DIVISION 2. RESIDENTIAL BUILDING CODE****Sec. 24.02.064. Permit exemptions.**

A building permit is not required for the following:

- (1) Painting, wallpapering, tiling, carpeting, installing cabinets or countertops, or similar work;
- (2) Constructing one-story detached accessory structures used as storage sheds, playhouses, or similar uses, provided the floor area does not exceed 200 square feet but such structures shall not be placed in the setback and can only be placed in compliance with all city codes including the Zoning Code; ~~(such structures are not subject to building code standards but must receive a building permit in order to confirm placement regarding setbacks and zoning;~~ or
- (3) Performing ordinary maintenance.
- (4) Nothing in this section waives the requirements related to other permits, including but not limited to, electrical, plumbing, or mechanical permits if required.



Contract Cover Sheet

Item 15.

Contract Number	CDL11152022
Contractor with Contact Information	City Lights Design Alliance Attn: Keenan Smith, AIA PO Box 1166 Dripping Springs, TX 78620
Effective Date	October 2022
Termination Date	September 30, 2023
Renewal/ Termination Notice Date	Annually or as mutually agreed.
Bid/Quotes/ Budgeted	Budgeted in FY2023 in the TIRZ Budget. \$31,500 (less than budgeted).
Department	Administration (TIRZ)
Council Meeting Date (if applicable)	November 15, 2022

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.

CLD11152022

**PROFESSIONAL SERVICES AGREEMENT
TIRZ PROJECT MANAGER SERVICES**

THIS AGREEMENT made and entered into this, the ____ day of _____ 2022, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Keenan E. Smith**, AIA, dba: City Lights Design Alliance, (hereinafter referred to as “Consultant”), is understood and agreed to be as set forth herein:

1. Description of Services:

Project Management, Staff Support, and Coordination Services for TIRZ #1 & #2 “Project Management” Selected Projects. Consultant shall assist the Client by providing the described services for Project Management, Staff Support and Coordination Services for the Selected Projects proposed for TIRZ #1 & #2, Dripping Springs, TX 78620.

All services will be provided and performed at the Client’s sole direction. Professional Fees will be invoiced per the Compensation Schedule, not to exceed budgeted caps without prior authorization.

Project Management/ Staff Support & Coordination Services***

- A) **Project Management-** TIRZ #1 & #2: (***for selected projects- tasks may vary)
 - (1) Project Team(s): (Administer RFQ's; coordinate Team vetting & selection process; manage Team organization)
 - (2) Project Tasks, Studies & Plans: (Administer RFPs; coordinate proposal & award process; oversee tasks, studies & plans; ensure schedules & budgets; direct deliverable products, cost estimates, reports, etc.)

- B) **Liaison & Staff Support-** to TIRZ Entities, Partners & Stakeholders
 - (1) TIRZ #1 & #2 Board of Directors (Staff Support; Board Meetings)
 - (2) City of Dripping Springs (Liaison; Representation)
 - (3) Hays County (Liaison; Representation)
 - (4) Dripping Springs Community Library (Liaison; Representation)
 - (5) Dripping Springs Independent School District (Liaison; Representation)
 - (6) TIRZ Landowners & Developers (Liaison; Representation)

- C) **Coordination Services-** with TIRZ Team(s)
 - (1) TIRZ Administrator
 - (2) TIRZ Financial Advisor
 - (3) TIRZ Counsel (City Attorney)

2. Payment for Services:

The City will compensate Consultant at the rate of \$125 an hour for Project Coordination & Liaison Fees, on a Budgeted Average of 21 hrs./mo., with a capped annual amount of \$31,500/yr. Additional services or fees may be agreed to in writing by both parties.

Payment terms: Net due on receipt of monthly invoice.

3. Schedule:

- A) **Begin Services** October 1, 2022 (retroactive, if possible)
- B) **End Services** September 30, 2023 (end of Fiscal Year)
- C) **Renewal Option** Annually or as mutually agreed - rates to be negotiated

4. Conditions and Termination:

Fees and Expenses are estimates strictly for the scope of work outlined. Any Addenda to Scope of Work, if approved and directed by Client, are subject to billing at standard hourly fee schedule (above).

Either party may terminate this agreement at any time upon thirty (30) days written notice.

5. Exclusions:

Provision of construction documents; surveying, structural, electrical, civil, geo-technical or mechanical engineering services.

6. Limitations:

To the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses damages or claim expenses arising out of the Consultant's performance under this agreement, other than what is insurable by Consultant's insurance policies, shall not exceed the amount of the total fees paid to the Consultant. Such causes include, but not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. The Consultant's liability does not extend to construction and design activities performed by third parties related to this Agreement.

7. Relationship of Parties:

It is understood by the parties that Consultant 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 Consultant. The City may contract with other individuals or firms for project management services.

8. Conflicts of Interest:

During the period the Consultant is covered by this agreement, the Consultant will contact the City and TIRZ Board in writing if a potential conflict of interest with a third-party client may exist. If the TIRZ Board or the City Council finds that a project for a third-party client of the Consultant has a direct conflict with the TIRZs, the TIRZ Board or the City Council shall contact the Consultant in writing. If the conflict of interest cannot be resolved to either party's satisfaction, either the Consultant or the City Council may terminate this Agreement with seven (7) days' notice to the other party.

9. Injuries/Insurance:

Consultant acknowledges his obligation to obtain appropriate insurance coverage for the benefit of Consultant's employees, if any. Consultant waives the rights to recovery from City for any injuries that Consultant and/or Consultant's employees may sustain while performing services under this Agreement. Consultant is to provide a copy of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Consultant uses the services of any of Consultant's employees for the provision of services to the City.

10. Assignment:

Consultant'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
PO Box 384
Dripping Springs, TX 78620
(512) 858-4725

For the Contractor:

City Lights Design Alliance
Attn: Keenan Smith, AIA
PO Box 1166
Dripping Springs, TX 78620
(512) 659-5062

12. Entire Agreement:

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.

13. Amendment:

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

14. Severability:

If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. Waiver of Contractual Right:

The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

16. Applicable Law:

The laws of the State of Texas shall govern this Agreement.

17. Venue:

The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

CITY OF DRIPPING SPRINGS:

CITY LIGHTS DESIGN ALLIANCE:

Michelle Fischer, City Administrator

Keenan Smith, AIA

Date

Date

ATTEST:

Andrea Cunningham, City Secretary



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Finance Director/City Treasurer 

Date: November 15, 2022

RE: FY 2023 Proposed Budget Amendment #1

General Fund:

Expenditures:

- Office IT Equipment & Support has increased **\$7,800.00** (From \$105,890.00 to \$113,690.00)
 - This proposed increase is requested due to the need for additional new computers and equipment and unforeseen replacements.
- Software Purchase, Agreements and Licenses has increased **\$46,559.00** (From \$218,759.00 to \$265,318.00)
 - Building off the work done by the Maintenance Department, the Building and Planning Departments are looking to utilize Brightly Software for issuing building permits and processing development projects. This additional funding will cover the first year's subscription (\$1,135.00 for 7 months), Implementation (\$31,389.00) and the second year's subscription (\$14,035.00). The second year will start in July 2023 (in FY 2023).
 - Currently, the city utilizes My Permit Now at an annual cost of \$22,596.00, for these services. Based on what is being proposed, the City should see a return on investment within three years. The proposed contract with Brightly is seven (7) years, and will save the City \$34,863.87 in this time frame.

TIRZ I:

Revenues:

- Balance Forward has increased **\$159,093.95** (From \$195,162.56 to \$354,256.51)
 - Expenditures for FY 2022 came in lower than projected which provided a larger balance forward to FY 2023.
- Interest Revenues have increased by **\$4,800.00** (From \$3,000.00 to \$7,800.00)
 - Based on account balances and historic interest revenues, this line item has been increased. With this adjustment monthly interest payments are anticipated to be \$650.00. For FY 2022 monthly interest payments averaged \$743.04.

Expenditures:

- Project Management/Misc. Costs have decreased by **\$16,250.00** (From \$32,000.00 to \$15,750.00)
 - The proposed amendment is based on the new agreement proposed by City Light Design Alliance, and the splitting of these costs between TIRZ I & II.

- Project Administration Costs have decreased by **\$8,000.00** (From \$16,000.00 to \$8,000.00)
 - The proposed amendment is based splitting these costs between TIRZ I & II.
- Legal Fees have decreased by **\$12,000.00** (From \$12,000.00 to \$0.00)
 - Prior to the City making the City Attorney an in-house position, legal costs incurred by the TIRZ were reimbursed based on invoicing from an outside firm. Now that the City Attorney is an employee of the City, these reimbursements are no longer necessary.
- MAS expenditures have decreased by **\$7,500.00** (From \$30,000.00 to \$22,500.00)
 - This proposed amendment is based on the recently approved amendment to the TIRZ Ordinance allowing for project costs to be split between TIRZ I and TIRZ II. For FY 2023 \$30,000.00 was budgeted for MAS to work on Town Center 2.0 Concept Planning & Feasibility. The approved split for the Town Center Project is 75% from TIRZ I and 25% from TIRZ II. The remaining \$22,500.00 budgeted represents 75% of the total.
- HDR expenditures have decreased by **\$119,500.00** (From \$478,000.00 to \$358,500.00)
 - This proposed amendment is based on the recently approved amendment to the TIRZ Ordinance allowing for project costs to be split between TIRZ I and TIRZ II. For FY 2023 \$30,000.00 was budgeted for HDR to work on Town Center 2.0 Concept Planning & Feasibility and \$448,000.00 was budgeted for work on the Old Fitzhugh Project. The approved split for the Town Center and Old Fitzhugh projects is 75% from TIRZ I and 25% from TIRZ II. The remaining \$358,500.00 budgeted represents 75% of the total.
- Stakeholder Reimbursement expenditures have been added in the amount of **\$284,573.95**
 - Based on approved reimbursement agreement with the Library and School District, stakeholder reimbursements are required to be paid off by December 31, 2022. The stake holder reimbursement from TIRZ I is as follows:
 - City = \$ 154,967.20
 - Library = \$ 91,762.50
 - DSISD = \$ 37,844.25

The proposed amendment would decrease the balance forward to FY 2024 from (\$43,685.90) to (\$1,615.90). It is anticipated that this negative balance forward will further decrease and become positive after Ad Valorem revenues are received from the City and County.

TIRZ II:

Expenditures:

- Project Management/Misc. Costs have been added in the amount of **\$15,750.00**
 - The proposed amendment is based on the new agreement proposed by City Light Design Alliance, and the splitting of these costs between TIRZ I & II.
- Project Administration Costs have been added in the amount of **\$8,000.00**
 - The proposed amendment is based splitting these costs between TIRZ I & II.
- MAS expenditures have been added in the amount of **\$7,500.00**
 - This proposed amendment is based on the recently approved amendment to the TIRZ Ordinance allowing for project costs to be split between TIRZ I and TIRZ II. For FY 2023 \$30,000.00 was budgeted for MAS to

work on Town Center 2.0 Concept Planning & Feasibility. The approved split for the Town Center is 75% from TIRZ I and 25% from TIRZ II. The proposed \$7,500.00 represents 25% of the total.

- HDR expenditures have been added in the amount of **\$119,500.00**
 - This proposed amendment is based on the recently approved amendment to the TIRZ Ordinance allowing for project costs to be split between TIRZ I and TIRZ II. For FY 2023 \$448,000.00 was budgeted for work on the Old Fitzhugh Project. The approved split for the Old Fitzhugh project is 75% from TIRZ I and 25% from TIRZ II. The proposed \$119,500.00 budgeted represents 25% of the total.

- Stakeholder Reimbursement expenditures have been added in the amount of **\$82,235.05**
 - Based on approved reimbursement agreement with the Library and School District, stakeholder reimbursements are required to be paid off by December 31, 2022. The stake holder reimbursement from TIRZ II is as follows:
 - City = \$ 39,032.80
 - Library = \$ 30,587.50
 - DSISD = \$ 12,614.75

The proposed amendment would decrease the balance forward by **\$190,415.05** (from \$1,333,253.38 to \$1,142,838.33).

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2022-_____

BUDGET AMENDMENT

**AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS
AMENDING THE CURRENT 2022-2023 FISCAL YEAR BUDGET;
FINDING MUNICIPAL PURPOSES; AUTHORIZING
EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to amend and otherwise modify the City’s budget for Fiscal Year 2022-2023; and

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

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

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

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

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

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein. The City of Dripping Springs’ budget for Fiscal Year 2022-2023 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

2. BUDGET AMENDMENTS

The City of Dripping Springs' budget for Fiscal Year 2022-2023 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

General Fund:

Expenditures:

- Office IT Equipment & Support has increased **\$7,800.00** (From \$105,890.00 to \$113,690.00)
- Software Purchase, Agreements and Licenses has increased **\$46,559.00** (From \$218,759.00 to \$265,318.00)

TIRZ I:

Revenues:

- Balance Forward has increased **\$159,093.95** (From \$195,162.56 to \$354,256.51)
- Interest Revenues have increased by **\$4,800.00** (From \$3,000.00 to \$7,800.00)

Expenditures:

- Project Management/Misc. Costs have decreased by **\$16,250.00** (From \$32,000.00 to \$15,750.00)
- Project Administration Costs have decreased by **\$8,000.00** (From \$16,000.00 to \$8,000.00)
- Legal Fees have decreased by **\$12,000.00** (From \$12,000.00 to \$0.00)
- MAS expenditures have decreased by **\$7,500.00** (From \$30,000.00 to \$22,500.00)
- HDR expenditures have decreased by **\$119,500.00** (From \$478,000.00 to \$358,500.00)
- Stakeholder Reimbursement expenditures have been added in the amount of **\$284,573.95**

TIRZ II:

Expenditures:

- Project Management/Misc. Costs have been added in the amount of **\$15,750.00**
- Project Administration Costs have been added in the amount of **\$8,000.00**
- MAS expenditures have been added in the amount of **\$7,500.00**

- HDR expenditures have been added in the amount of **\$119,500.00**
- Stakeholder Reimbursement expenditures have been added in the amount of **\$82,235.05**

3. REPEALER

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

4. SEVERABILITY

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

5. NOTICE TO COUNTY

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

6. EFFECTIVE DATE

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

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 15th day of November 2022 by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
CITY - GENERAL FUND			
Balance Forward	4,408,438.85		
Revenue			
AD Valorem	2,559,204.88		
AV P&I	4,000.00		
Sales Tax	3,800,000.00		
Mixed Beverage	75,000.00		
Alcohol Permits	6,852.50		
Fire Inspections	50,000.00		
Bank Interest	50,000.00		
Development Fees:			
- Subdivision	890,750.00		
- Site Dev	400,000.00		
- Zoning/Signs/Ord	65,000.00		
Building Code	1,500,000.00		
Transportation			
Solid Waste	45,000.00		
Health Permits/Inspections	75,000.00		
Municipal Court	1,000.00		
Other Income	40,000.00		
TXF from Capital Improvements			
TXF DSRP On Call	10,400.00		
TXF from HOT	2,404.33		
TXF from WWU	4,066.66		
TXF from TIRZ			
FEMA			
CARES Act			
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-		
Total	13,987,117.23		
Expense			
Supplies	30,000.00		
Office IT Equipment and Support	105,890.00	113,690.00	7,800.00
Software Purchase, Agreements and Licenses	218,759.00	265,318.00	46,559.00
Website	6,625.00		
Communications Network/Phone	36,830.84		
Miscellaneous Office Equipment	6,000.00		
Utilities:			
- Street Lights	20,000.00		
- Streets Water	4,000.00		
- Office Electric	5,500.00		
- Office Water	650.00		

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
- Stephenson Electric	1,500.00		
- Stephenson Water	500.00		
Transportation:			
- Improvement Projects	1,096,332.00		
- Street & ROW Maintenance	204,050.00		
- Street Improvements	693,707.99		
Office Maintenance/Repairs	18,510.00		
Stephenson Building & Lawn Maintenance	6,000.00		
Maintenance Equipment	97,500.00		
Equipment Maintenance	5,500.00		
Maintenance Supplies	5,100.00		
Fleet Acquisition	50,000.00		
Fleet Maintenance	44,180.00		
City Hall Improvements	500,000.00		
Uniforms	12,320.00		
Special Projects:			
- Family Violence Ctr	7,000.00		
- Lighting Compliance	2,000.00		
- Economic Development	5,000.00		
- Records Management	1,220.00		
- Government Affairs	60,000.00		
- Stephenson Parking Lot Improvements			
- Stephenson Building Rehabilitation	210,000.00		
- OFR Grant Writer	-		
- Planning Consultant	250,000.00		
- Land Acquisition	10,000.00		
- Downtown Bathroom	200,000.00		
- City Hall Planning	30,000.00		
Public Safety:			
- Emergency Management Equipment	45,690.00		
- Emergency Equipment Fire & Safety	611.00		
- Emergency Mgt PR	2,000.00		
- Emergency Equipment Maintenance & Service	11,702.00		
- Emergency Management Other	30,000.00		
- Animal Control	3,400.00		
Public Relations	5,200.00		
Postage	3,200.00		
TML Insurance:			
- Liability	25,000.00		
- Property	41,000.00		
- Workers' Comp	25,000.00		
Dues, Fees, Subscriptions	41,337.95		
Public Notices	6,000.00		

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
City Sponsored Events	5,000.00		
Election	8,000.00		
Salaries	2,624,223.34		
Taxes	209,825.09		
Benefits	278,376.89		
Retirement	156,944.31		
DSRP Salaries	485,020.13		
DSRP Taxes	38,873.31		
DSRP Benefits	73,071.07		
DSRP Retirement	27,399.78		
Professional Services:			
- Financial Services	35,000.00		
- Engineering	70,000.00		
- Special Counsel and Consultants	55,800.00		
- Muni Court	15,500.00		
- Bldg. Inspector	750,000.00		
- Fire Inspector	40,000.00		
- Health Inspector	50,000.00		
- Architectural and Landscape Consultants	5,000.00		
- Historic District Consultant	3,500.00		
- Lighting Consultant	1,000.00		
- Human Resource Consultant	15,000.00		
Training/CE	92,892.04		
Code Publication	8,000.00		
Mileage	2,000.00		
Miscellaneous Office Expense	10,000.00		
Bad Debt Expense	-		
Contingencies/Emergency Fund	50,000.00		
Coronavirus Local Fiscal Recovery Funds (CLFRF)			
TXF to Reserve Fund	500,000.00		
TXF AV to TIF	355,961.65		
TXF to TIRZ	-		
Sales Tax TXF to WWU	760,000.00		
SPA & ECO D TXF	218,880.00		
TXF to DSRP	275,884.04		
TXF to Capital Improvement Fund	300,000.00		
TXF to Vehicle Replacement Fund	70,326.00		
TXF to WWU			
TXF to Founders Day			
TXF to Farmers Market	15,249.56		
Total	11,791,542.99	379,008.00	54,359.00

PARKS - GENERAL FUND

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
Revenue			
Sponsorships and Donations	2,000.00		
City Sponsored Events	3,000.00		
Programs and Events	8,000.00		
Community Service Permit Fees	1,800.00		
Aquatics Program Income	29,400.00		
Pool and Pavilion Rental	16,950.00		
Park Rental Fees	5,950.00		
Reimbursement of Utility Costs	-		
TXF from HOT Fund	167,000.00		
TXF from Parkland Dedication	107,000.00		
TXF from Parkland Development			
TXF from Landscaping Fund	1,000.00		
TXF from Contingency Funds			
TXF from DSRP			
TXF from CLFRF	160,570.49		
Total Revenue	502,670.49		
Expense			
Other	11,500.00		
Park Consultants	10,000.00		
Dues Fees and Subscriptions	1,464.50		
Advertising & Marketing	11,250.00		
DS Ranch House Furniture & Equipment	-		
Total Other	34,214.50		
Public Improvements			
All Parks	6,500.00		
Triangle Improvement	17,000.00		
Rathgeber Improvements	110,000.00		
Founders Park	187,048.36		
Founders Pool	1,500.00		
Skate Park	75,000.00		
S & R Park	150,000.00		
Charro Ranch Park	1,000.00		
DS Ranch Park			
Total Improvements	548,048.36		
Utilities			
Portable Toilets	7,250.00		
Triangle Electric	500.00		
Triangle Water	1,000.00		
S&R Park Water	13,000.00		

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
SRP Electric	2,500.00		
FMP Pool/ Pavilion Water	6,000.00		
FMP Pool//Electricity	7,250.00		
Pool Phone/Network	1,650.00		
FMP Pool Propane	20,000.00		
DS Ranch Park Electricity	-		
DS Ranch Park Phone/Network	-		
DS Ranch Park Septic	-		
Total Utilities	59,150.00		
Maintenance			
General Maintenance (All Parks)	1,000.00		
Trail Washout repairs	-		
Equipment Rental	1,000.00		
Founders Pool	16,000.00		
Founders Park	50,740.00		
Skate Park Maintenance	500.00		
S&R	31,420.00		
Charro Ranch Park	7,250.00		
Triangle/ Veteran's Memorial Park	700.00		
DSRP	-		
Rathgeber Maintenance	900.00		
Total Maintenance	109,510.00		
Supplies			
General Parks	8,550.00		
Charro Ranch Supplies	1,500.00		
Founders Park Supplies			
Founders Pool Supplies	24,705.00		
Program and Events	20,050.00		
DSRP & Ranch House Supplies			
S&R Supplies	400.00		
Total Supplies	55,205.00		
Program Staff			
Camp Staff	-		
Program Event Staff	13,400.00		
Aquatics Staff	77,043.15		
Total Staff Expense	90,443.15		
Total Parks Expenditures	896,571.01		

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
Balance Fwd.	33,588.01		
Revenue			
Craft booths/Business Booths	6,250.00		
Food booths	1,100.00		
BBQ cookers	4,600.00		
Carnival	10,000.00		
Parade	3,750.00		
Sponsorship	82,500.00		
Parking concession	1,700.00		
Electric	3,000.00		
Misc.			
TXF from General Fund			
Total	146,488.01		
Expense			
Publicity	9,500.00		
Porta-Potties	12,000.00		
Security	32,500.00		
Health, Safety & Lighting	15,500.00		
Transportation	4,500.00		
Barricades/Traffic Plan	19,000.00		
Bands/Music/Sound	22,500.00		
Clean Up	5,500.00		
FD Event Supplies	5,000.00		
Sponsorship	6,000.00		
Parade	650.00		
Tent, Tables & Chairs	4,000.00		
Electricity	1,800.00		
FD Electrical Setup	4,600.00		
Contingencies	3,438.01		
Total expenses	146,488.01		
Balance Fwd.	-		
CONSOLIDATED GENERAL FUND			
Revenue			
City	13,987,117.23		0.00
Parks	502,670.49		0.00
Founders	146,488.01		0.00
Total	14,636,275.73		0.00
Expense			
City	11,791,542.99		54,359.00
Parks	896,571.01		0.00
Founders	146,488.01		0.00

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
Total Expense	12,834,602.01		54,359.00
Balance Fwd.	1,801,673.72		(54,359.00)

DRIPPING SPRINGS FARMERS MARKET

Balance Forward	49,380.56		
Revenue			
FM Sponsor	5,000.00		
Grant Income	1,000.00		
Booth Space	54,600.00		
Applications	750.00		
Membership Fee	2,600.00		
Interest Income	200.00		
Market Event/Merch.	1,000.00		
Transfer from General Fund	15,300.59		
Total	129,831.15		

Expense

Advertising	3,000.00		
Market Manager	52,679.65		
Market Specialist			
Payroll Tax Expense	4,281.99		
DSFM Benefits	8,125.04		
Retirement	3,173.95		
Entertainment& Activities	3,000.00		
Dues Fees & Subscriptions	200.00		
Market Event	500.00		
Training	200.00		
Office Expense	300.00		
Supplies Expense	4,000.00		
Network & Phone	252.00		
Other Expense	2,600.00		
Capital Fund	-		
Contingency Fund	500.00		
Transfer to Reserve Fund	35,000.00		
Total Expense	117,812.63		
Balance Forward	12,018.52		

PARKLAND DEDICATION FUND

Balance Forward	155,253.81		
Revenue			
Parkland Fees	-		

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
Total Revenue	155,253.81		
Expense			
Park Improvements	107,000.00		
TXF to AG Facility			
Master Naturalists			
Total Expenses	107,000.00		
Balance Forward	48,253.81		
PARKLAND DEVELOPMENT FUND			
Balance Forward	-		
Revenue			
Parkland Development Fees			
Total Revenue	-		
Expense			
Transfer to Parks			
Total Expenses	-		
Balance Forward	-		
AG FACILITY FUND			
Balance Fwd.	-		
Revenue			
Ag Facility Fees	47,495.00		
Total Revenues	47,495.00		
Expense			
TXF to DSRP	47,495.00		
Total Expense	47,495.00		
Balance Fwd.	-		
LANDSCAPING FUND			
Balance Fwd.	468,342.55		
Revenue			
Tree Replacement Fees			
Total Revenues	468,342.55		
Expense			
Sports and Rec Park	-		
DSRP			
FMP	-		
Charro	1,000.00		
Historic Districts	25,000.00		

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
Professional Services	-		
City Hall Lawn and Tree Maintenance	2,300.00		
Total Expense	28,300.00		
Balance Fwd.	440,042.55		
SIDEWALK FUND			
Balance Fwd.	102,536.00		
Revenue			
Fees	-		
Total Revenues	102,536.00		
Expense			
Expense	-		
Total Expense	-		
Balance Fwd.	102,536.00		

DRIPPING SPRINGS RANCH PARK OPERATING FUND

Balance Forward	151,285.98
Revenue	
Stall Rentals	37,200.00
RV/Camping Site Rentals	19,000.00
Facility Rentals	113,500.00
Equipment Rental	6,000.00
Sponsorships & Donations	52,275.00
Merchandise Sales	21,065.20
Riding Permits	9,500.00
Staff & Misc. Fees	4,000.00
Cleaning Fees	25,000.00
General Program and Events:	
- Riding Series	82,000.00
- Coyote Camp	137,100.00
- Misc. Events	2,000.00
- Programing	15,100.00
- Concert Series	
Other Income	500.00
Interest	600.00
TXF from Ag Facility	47,495.00
TXF from HOT	395,000.00
TXF for RV/ Parking Lot HOT	
TXF from General Fund	
TXF from Landscape Fund	

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
TXF from General Fund CLFRF		275,884.04	
Total Revenue		1,394,505.22	
Expense			
Advertising		17,750.00	
Office Supplies		10,000.00	
Postage		-	
DSRP On Call		10,400.00	
Camp Staff		108,246.48	
Network and Communications		11,316.40	
Co-Sponsored Events		7,900.00	
Sponsorship Expenses		2,100.00	
Supplies and Materials		25,500.00	
Ranch House Supplies		1,000.00	
Dues, Fees and Subscriptions		5,127.50	
Mileage		500.00	
Equipment		267,250.00	
House Equipment			
Equipment Rental		2,000.00	
Equipment Maintenance		25,000.00	
Portable Toilets		2,500.00	
Electric		60,000.00	
Water		7,000.00	
Septic		750.00	
Lift Station Maintenance		12,000.00	
Propane/Natural Gas		2,500.00	
On Call Phone		501.60	
Alarm		6,660.00	
Stall Cleaning & Repair		4,000.00	
Training and Education		9,500.00	
General Program and Events:			
- Riding Series		32,000.00	
- Coyote Camp		16,000.00	
- Misc. Events		700.00	
- Programing		8,000.00	
- Concert Series			
Other Expense		20,000.00	
Improvements		345,000.00	
Tree Planting			
Contingencies		50,000.00	
Fleet Acquisition		-	
Fleet Maintenance		5,500.00	
General Maintenance and Repair		184,800.00	

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
Grounds and General Maintenance	21,690.00		
House Maintenance	10,000.00		
HCLE	13,200.00		
Merchandise	10,500.00		
RV/Parking Lot			
TXF to Vehicle Replacement Fund	29,595.00		
Total Expenses	1,346,486.98		
Total Bal Fwd.	48,018.24		
HOTEL OCCUPANCY TAX FUND			
Balance Fwd.	439,566.31		
Revenues			
Hotel Occupancy Tax	700,000.00		
Interest	240.00		
Total	1,139,806.31		
Expenses			
Advertising	2,100.00		
Christmas Lighting Displays	45,000.00		
City Sponsored Events			
Historic Districts Marketing	2,800.00		
Signage	44,560.00		
Arts	20,000.00		
Lighting	150,000.00		
Dues and Fees	8,000.00		
TXF to Debt Service	91,600.00		
RV/ Parking Lot			
TXF to General Fund	2,404.33		
TXF to Event Center	395,000.00		
Grants	291,198.00		
Total expenses	1,052,662.33		
Balance Fwd.	87,143.98		
UTILITY FUND			
Balance Fwd.	6,493,485.28		
Wastewater			
Revenue			
TXF from TWDB	4,420,000.00		
Wastewater Service	1,285,365.12		
Late Fees/Rtn check fees	9,600.00		
Portion of Sales Tax	760,000.00		

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
Delayed Connection Fees	5,000.00		
Line Extensions			
Solid Waste			
PEC			
ROW Fees			
Cable			
TX Gas Franchise Fees			
Transfer fees	9,000.00		
Overuse fees	150,000.00		
Reuse Fees			
FM 150 WWU Line Reimbursement	60,000.00		
Interest			
Other Income	35,000.00		
Water Income			
Developer Reimbursed Costs	2,175,000.00		
TXF from General Fund			
Total Revenues	8,908,965.12		

Expense

Administrative and General Expense:

- Administrative/Billing Expense	
- Legal Fees	
- Auditing	
- Regulatory Expense	4,250.00
- Planning and Permitting	7,500.00
- Software	
- IT Equipment & Support	

Engineering:

- Engineering & Surveying	
- Construction Phase Services HR TEFS 1873-001	35,000.00
- Misc. Planning/Consulting 1431-001	20,000.00
- 2nd Amendment CIP 1881-001	30,000.00
- Sewer Planning CAD 1971-001	15,000.00
- Water Planning 1982-001	15,000.00
- FM 150 WWU Line 1989-001	60,000.00
- Parallel West Interceptor Design& Cost	
- Caliterra Plan Review & construction Phase Services 19	35,000.00
- HR Treated Effluent Fill Station 1873-001	
- TLAP Renewal application 1732-001	50,000.00
- Arrowhead PR & Const. Phase Services - 1967-001	10,000.00
- Heritage PID PR & Cons. Phase Services - 1734-001	75,000.00
- Double L Planning & Const. Phase Services - 1743-001	50,000.00
- Cannon Tract - 1842-001	40,000.00

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
- Driftwood 522 PR & Const. Phase Services - 1900-001	60,000.00		
- Big Sky PR & Const Phase Services - 1913-001	60,000.00		
- Driftwood Creek PR & Const Phase Services - 1917-001	45,000.00		
- Cannon/Cynosure/Double L Water CCN App. - 2007-00	5,000.00		
- Cynosure-Wild Ridge - 2009-001	20,000.00		
- TLAP Renewal application			
Dues, Fees and Subscriptions	-		
TXF to Water Fund	-		
TXF to Vehicle Replacement Fund			
System Operations and Maintenance:			
- Routine Operations	73,600.00		
- Non-Routine Operations	78,000.00		
- System Maintenance & Repair	24,000.00		
- Chlorinator Maintenance	3,000.00		
- Chlorinator Alarm	1,000.00		
- Odor Control	20,000.00		
- Meter Calibrations	2,100.00		
- Lift Station Cleaning	21,000.00		
- Jet Cleaning Collection lines	22,800.00		
- Drip Field Lawn Maintenance	10,000.00		
- Drip Field Maint & Repairs	20,000.00		
- Drip Field Meter Box Replacement	5,000.00		
- Lift Station repairs	21,000.00		
- Autodialer Replacement	17,500.00		
- Lift Station Preventative Maintenance	7,000.00		
- WWTP Repairs/Pump Repairs	45,000.00		
- Chemicals	12,000.00		
- Electricity	80,000.00		
- Laboratory Testing	25,000.00		
- Sludge Hauling	130,000.00		
- Phone/Network	9,000.00		
- Supplies	20,000.00		
- Equipment			
- Equipment Maintenance			
- Fleet Acquisition			
- Fleet Maintenance			
- Fuel			
- Wastewater Flow Measurement	9,000.00		
- Backwash Flow Meter & Check valve	22,000.00		
- Arrowhead Plant Operations	148,225.00		
- Big Sky Plant Operations	69,948.00		
Other Expense	52,000.00		
Uniforms			

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
Training			
Dispatch			
Salaries			
Taxes			
Benefits			
Retirement			
On Call			
Capital Projects:			
- Road Reconstruction			
- HRTreated Effluent Fill Station	200,000.00		
- Parallel West Interceptor	-		
- Arrowhead Drain Field	1,800,000.00		
Other:			
- Reimbursement to Caliterra Oversize of West Intercepto	-		
TWDB Engineering:			
- West Interceptor, SC, LS, FM and TE line 1950-001	250,000.00		
- East Interceptor 1951-001	400,000.00		
- Effluent HP 1952-001	200,000.00		
- Reclaimed Water Facility 1953-001	15,000.00		
- WWTP Design Assistance			
- So Regional WW System Exp P&M 1923-001	30,000.00		
Miscellaneous:			
- Consultants and Legal	175,000.00		
TWDB Capital Projects:			
- West Interceptor, So Collector and LS and FM	3,500,000.00		
- East Interceptor	25,000.00		
- Effluent Holding Pond	1,500,000.00		
- WWTP	25,000.00		
Transfer to General Fund	4,066.66		
Transfer to Vehicle Replacement Fund	29,911.00		
Total Expense	9,738,900.66		

WATER**Revenue**

Fees:

- Tap Fees
- Impact Fees
- Meter Set Fees
- Disconnect Fees

Rates:

- Base Rate 7,800.00
- Usage 150,000.00
- Penalties

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
TXF from Wastewater Fund	-		
Total Revenue	157,800.00		
Expense			
Administrative and General Expense:			
- Regulatory Expense	-		
- Planning and Permitting	-		
System Operations and Maintenance:			
- Routine Operations	25,000.00		
- Non Routine Operations	20,000.00		
- System Maintenance & Repair	20,000.00		
- Laboratory Testing	25,000.00		
- Supplies	50,000.00		
Operating and Maintenance	-		
Total Expense	140,000.00		
OPERATIONS			
Revenues			
PEC	130,000.00		
ROW Fees	6,000.00		
Cable	130,000.00		
TX Gas Franchise Fees	3,000.00		
Interest			
TXF from General Fund	50,000.00		
Total Revenue	319,000.00		
Expense			
Administrative and General Expense:			
- Administrative/Billing Expense	66,000.00		
- Legal Fees	250,000.00		
- Auditing	10,000.00		
- Software	37,267.00		
- IT Equipment & Support	5,640.00		
Systems Operations and Maintenance:			
- Phone/Network			
- Equipment	50,000.00		
- Equipment Maintenance	10,000.00		
- Fleet Acquisition	45,000.00		
- Fleet Maintenance	10,000.00		
- Fuel	15,000.00		
Other Expense			
Uniforms	5,000.00		
Training	9,254.00		

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
Dispatch	3,000.00		
Salaries	398,740.00		
Taxes	33,063.21		
Benefits	56,988.71		
Retirement	24,650.69		
On Call	10,400.00		
Total Expense	1,040,003.61		
CONSOLIDATED UTILITY FUND			
Revenue			
Balance Foreward	6,493,485.28		
Wastewater	8,908,965.12		
Water	157,800.00		
Operations	319,000.00		
Total	15,879,250.40		
Expense			
Wastewater	9,738,900.66		
Water	140,000.00		
Operations	1,040,003.61		
Total Expense	10,918,904.27		
Balance Fwd.	4,960,346.13		
TWDB FUND			
Balance Forward	208.34		
Revenues	4,420,000.00		
Interest			
Total revenue	4,420,208.34		
Expenses			
Escrow Fees			
Expenses	4,420,000.00		
Total Expenses	4,420,000.00		
Balance Forward	208.34		
IMPACT FUND			
Bal Fwd.	4,390,183.94		
Revenue			
Impact Fees	1,670,000.00		
Impact Fee Deposits			
Interest Income	30,000.00		
Total	6,090,183.94		

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
Expense			
TXF to Debt Service 2015	698,498.56		
TXF to Debt Service 2019	1,013,533.00		
TXF to Debt Service 2022	2,431,563.06		
Total expense	4,143,594.62		
Total Bal Fwd.	1,946,589.32		
DEBT SERVICE FUND 2015			
Bal Fwd.	850,073.10		
Revenue			
TXF from Impact Fund	698,498.56		
Interest	8,000.00		
Total Revenue	1,556,571.66		
Expenses			
Debt Payment 2015	711,231.76		
Total Expense	711,231.76		
Balance Fwd.	845,339.90		
DEBT SERVICE FUND 2013			
Bal Fwd.	99,085.00		
Revenue			
TXF from HOT	91,600.00		
Interest	1,200.00		
Total	191,885.00		
Expense			
Tax Series 2013	89,505.00		
Total Expenses	89,505.00		
Balance Fwd.	102,380.00		
DEBT SERVICE FUND 2019			
Bal Fwd.	1,015,695.96		
Revenue			
TXF from Impact Fees	1,013,533.00		
Interest	12,000.00		
Total	2,041,228.96		

Expense

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
Tax Series 2019	983,553.00		
Total Expenses	983,553.00		
Balance Fwd.	1,057,675.96		
DEBT SERVICE FUND 2022			
Bal Fwd.	-		
Revenue			
TXF from Impact Fees	2,431,563.06		
Interest	-		
Total	2,431,563.06		
Expense			
Tax Series 2022	1,215,163.06		
Total Expenses	1,215,163.06		
Balance Fwd.	1,216,400.00		
PEG FUND			
Balance Fwd.	174,408.18		
Revenues			
TWC	27,000.00		
Interest Income	1,700.00		
Total Revenues	203,108.18		
Expense			
Balance Fwd.	203,108.18		
RESERVE FUND			
Balance Fwd.	1,845,374.05		
Revenue			
TXF from General Fund	300,000.00		
Interest	18,000.00		
Total	2,163,374.05		
Expense			
Expense			
Total Expense	-		
Balance Fwd.	2,163,374.05		
TIRZ 1			
Balance Forward	195,162.56	354,256.51	159,09

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
Revenues			
City AV	115,297.54		
County AV	215,354.00		
City for GAP Escrow	-		
Interest Income	3,000.00	7,800.00	4,800.00
EPS Reimbursements			
Total Revenue	528,814.10	362,056.51	163,893.95
Expense			
TIRZ Expense			
Project Management/Misc. Costs	32,000.00	15,750.00	(16,250.00)
Project Administration P3 Works	16,000.00	8,000.00	(8,000.00)
Legal Fees	12,000.00	0.00	(12,000.00)
EPS			
MAS	30,000.00	22,500.00	(7,500.00)
HDR	478,000.00	358,500.00	(119,500.00)
TJKM - Grant Writing	-		
Buie - PR	-		
Misc. Consulting	5,000.00		
Creation Cost Reimbursements			
TXF to GAP Escrow	-		
Stakeholder Reimbursement	-	284,573.95	284,573.95
Total Expense	573,000.00	689,323.95	121,323.95
Balance Forward	(44,185.90)		42,570.00
TIRZ 2			
Balance Forward	653,378.27		
Revenue			
Interest Income	2,000.00		
City AV	240,664.11		
County AV	437,211.00		
Total Revenue	1,333,253.38		
Expense			
Project Management/Misc. Costs		15,750.00	15,750.00
Project Administration P3 Works		8,000.00	8,000.00
MAS		7,500.00	7,500.00
HDR		119,500.00	119,500.00
Creation Cost Reimbursements			
Stakeholder Reimbursement		82,235.05	82,235.05
Total Expense	-		232,985.05
Balance Forward	1,333,253.38		(190,415.05)

	FY 2023 Adopted	FY 2023 Proposed Amendment #1	Change
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VEHICLE REPLACEMENT FUND**Revenue**

Balance Forward	31,193.00		
TXF from General Fund	70,326.00		
TXF from DSRP	29,595.00		
TXF from WWU	29,911.00		
Total Revenue	161,025.00		

Expense

Vehicle Replacement

Total Expense	-		
Balance Forward	161,025.00		

AD Valorem	1,038,477.29
Sales Tax	4,193,077.86
Mixed Beverage	85,000.00
AV P&I	13,072.46
Solid Waste	45,563.40
Alcohol Permits	7,085.00
Health Permits/Inspections	113,000.00
FEMA	5,292.38
Other Income	40,000.00
Bank Interest	90,000.00
CARES Act	
Coronavirus Local Fiscal Recovery Funds (CLFRF)	708,578.71
TXF from Capital Improvements	-
TXF DSRP On Call	10,400.00
TXF from HOT	4,305.00
TXF from WWU	
TXF from TIRZ	127,102.00
Salaries	2,065,000.00
Benefits	217,278.97
Taxes	165,352.59
Retirement	121,138.26
- Human Resource Consultant	15,000.00
Dues, Fees, Subscriptions	34,000.00
Training/CE	83,623.90
Supplies	25,000.00
Miscellaneous Office Equipment	6,000.00
Postage	3,200.00
- Animal Control	3,400.00
- Economic Development	10,000.00
Mileage	1,500.00
Contingencies/Emergency Fund	35,000.00
Miscellaneous Office Expense	10,000.00
Coronavirus Local Fiscal Recovery Funds (CLFRF)	60,000.00
TXF to Reserve Fund	300,000.00
TXF AV to TIF	207,911.50
TXF to TIRZ	250,000.00
TXF to WWU	155,721.00
TXF to DSRP	178,000.00
TXF to Capital Improvement Fund	
TXF to Vehicle Replacement Fund	25,462.00
TXF to Founders Day	13,000.00
TXF to Farmers Market	3,657.83
- OFR Grant Writer	-
- Family Violence Ctr	7,000.00
- Land Acquisition	
Election	500.00
Code Publication	7,500.00
Public Notices	6,000.00
- Records Management	720.00

Municipal Court	Attachment "A" 250.00
- Muni Court	10,000.00
- Special Counsel and Consultants	30,000.00
- Government Affairs	
Website	6,625.00
Public Relations	8,988.00
Office IT Equipment and Support	80,000.00
Software Purchase, Agreements and Licenses	165,254.00
Communications Network/Phone	31,000.00
- Financial Services	28,000.00
- Liability	18,750.00
- Property	39,000.00
- Workers' Comp	22,000.00
Bad Debt Expense	-
Sales Tax TXF to WWU	838,615.57
SPA & ECO D TXF	241,521.28
- Site Dev	849,479.02
- Zoning/Signs/Ord	110,000.00
- Subdivision	1,229,600.64
- Engineering	94,000.00
- Health Inspector	70,000.00
- Architectural and Landscape Consultants	4,000.00
- Historic District Consultant	3,500.00
- Planning Consultant	175,000.00
Fire Inspections	67,565.94
Building Code	1,868,414.51
- Bldg. Inspector	1,494,731.61
- Lighting Consultant	1,000.00
- Fire Inspector	54,052.75
- Improvement Projects	400,000.00
Office Maintenance/Repairs	11,600.00
Equipment Maintenance	4,000.00
Fleet Maintenance	32,500.00
Stephenson Building & Lawn Maintenance	2,000.00
- Street & ROW Maintenance	100,000.00
Uniforms	7,760.00
Fleet Acquisition	196,700.00
Maintenance Equipment	47,878.00
Maintenance Supplies	4,600.00
- Street Lights	20,000.00
- Streets Water	3,500.00
- Office Electric	6,000.00
- Office Water	650.00
- Stephenson Electric	1,250.00
- Stephenson Water	500.00
- Lighting Compliance	2,000.00
- Stephenson Parking Lot Improvements	
- Stephenson Building Rehabilitation	14,000.00
- Downtown Bathroom	

Item 16.

	Attachment "A"
- City Hall Planning	
- Street Improvements	298,379.26
City Hall Improvements	5,000.00
Sponsorships and Donations	8,205.97
Community Service Permit Fees	2,835.00
Programs and Events	29,630.00
Park Rental Fees	5,750.00
TXF from Parkland Dedication	111,462.80
TXF from Landscaping Fund	4,000.00
TXF from HOT Fund	-
TXF from CLFRF	-
TXF from Contingency Funds	
TXF from Parkland Development	5,832.00
Program Event Staff	-
Camp Staff	
Park Consultants	11,400.00
Dues Fees and Subscriptions	2,275.00
General Maintenance (All Parks)	1,000.00
Founders Park	22,240.00
S&R	56,519.00
Charro Ranch Park	7,700.00
Triangle/ Veteran's Memorial Park	700.00
Skate Park Maintenance	
Rathgeber Maintenance	-
Equipment Rental	<u>1,000.00</u>
General Parks	<u>3,000.00</u>
Charro Ranch Supplies	1,500.00
Founders Park Supplies	43,375.00
S&R Supplies	400.00
Program and Events	5,690.00
Portable Toilets	7,800.00
Triangle Electric	500.00
Triangle Water	500.00
S&R Park Water	13,000.00
SRP Electric	3,250.00
Advertising & Marketing	7,000.00
City Sponsored Events	5,000.00
Other	11,500.00
All Parks	32,942.50
Founders Park	25,093.04
S & R Park	100.00
Charro Ranch Park	1,800.00
Triangle Improvement	-
Rathgeber Improvements	<u>-</u>
Skate Park	
DSRP Salaries	330,000.00
DSRP Benefits	43,000.00
DSRP Taxes	27,930.02
DSRP Retirement	19,000.00

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DS Ranch Park Phone/Network	Attachment "A"	-
DS Ranch Park Electricity		-
Aquatics Program Income		<u>27,000.00</u>
Pool and Pavilion Rental		16,800.00
Reimbursement of Utility Costs		2,014.95
Aquatics Staff		55,000.00
Founders Pool		6,000.00
Founders Pool Supplies		
Pool Phone/Network		1,675.00
FMP Pool/ Pavilion Water		6,000.00
FMP Pool//Electricity		7,250.00
FMP Pool Propane		11,000.00
Founders Pool		
Craft booths/Business Booths		<u>6,255.81</u>
Food booths		<u>1,312.50</u>
BBQ cookers		4,837.50
Carnival		13,585.46
Parade		3,975.00
Sponsorship		85,750.00
Parking concession		3,299.22
Electric		3,100.00
Misc.		
TXF from General Fund		13,000.00
Clean Up		5,500.00
Transportation		
FD Event Supplies		4,538.38
Tent, Tables & Chairs		6,671.08
Barricades/Traffic Plan		14,819.72
Porta-Potties		10,019.00
Electricity		<u>1,843.34</u>
Parade		815.12
Publicity		9,551.14
Bands/Music/Sound		13,950.00
Sponsorship		5,551.97
Security		41,967.98
Health, Safety & Lighting		
Contingencies		5,613.27
- Emergency Management Equipment		50,970.00
- Emergency Equipment Fire & Safety		1,500.00
- Emergency Mgt PR		2,000.00
- Emergency Equipment Maintenance & Service		5,860.00
- Emergency Management Other		
Ag Facility Fees		<u>875.00</u>
TXF to DSRP		<u>875.00</u>
Tree Replacement Fees		<u>371,340.00</u>
Sports and Rec Park		2,000.00
FMP		2,000.00
Charro		1,000.00
Professional Services		-

Item 16.

	Attachment "A"
DSRP	
Historic Districts	3,958.00
City Hall Lawn and Tree Maintenance	2,300.00
Fees	<u>86,480.00</u>
Expense	<u>-</u>
Parkland Fees	107,210.49
Park Improvements	65,731.40
Parkland Development Fees	5,832.00
Transfer to Parks	5,832.00
TXF from DSRP	<u>5,731.00</u>
TXF from General Fund	<u>25,462.00</u>
TXF from WWU	<u>-</u>
Vehicle Replacement	
House Maintenance	6,000.00
Ranch House Supplies	2,500.00
House Equipment	
Riding Permits	10,000.00
Stall Rentals	45,000.00
RV/Camping Site Rentals	29,650.00
Facility Rentals	125,000.00
Equipment Rental	2,500.00
Staff & Misc. Fees	5,500.00
Cleaning Fees	23,500.00
Sponsorships & Donations	16,250.00
General Program and Events:	
- Coyote Camp	80,000.00
- Riding Series	<u>65,000.00</u>
- Misc. Events	<u>9,350.00</u>
- Programing	
Other Income	825.00
Interest	1,500.00
Merchandise Sales	23,500.00
TXF from Ag Facility	875.00
TXF from HOT	335,701.87
TXF for RV/ Parking Lot HOT	47,800.00
TXF from General Fund	178,000.00
DSRP On Call	10,400.00
Camp Staff	64,054.20
Equipment Maintenance	23,000.00
Fleet Maintenance	2,500.00
Dues, Fees and Subscriptions	20,000.00
Training and Education	400.00
Tree Planting	
General Maintenance and Repair	86,828.92
Grounds and General Maintenance	<u>21,690.00</u>
Stall Cleaning & Repair	<u>750.00</u>
Lift Station Maintenance	<u>-</u>
Office Supplies	7,500.00
Equipment Rental	1,000.00

Item 16.

Fleet Acquisition	Attachment "A" \$3,000.00
Supplies and Materials	-
General Program and Events:	
Merchandise	11,600.00
Equipment	3,000.00
Sponsorship Expenses	750.00
- Coyote Camp	13,250.00
- Riding Series	32,000.00
- Misc. Events	8,400.00
- Programing	
- Concert Series	
Network and Communications	61,500.00
Water	10,250.00
Portable Toilets	1,000.00
Alarm	3,500.00
Electric	84,000.00
Septic	-
Propane/Natural Gas	7,400.00
On Call Phone	-
Advertising	
Postage	30.00
Mileage	-
Contingencies	15,000.00
Other Expense	10,000.00
HCLE	13,200.00
Co-Sponsored Events	5,050.00
Improvements	316,700.00
RV/Parking Lot	47,800.00
TXF to Vehicle Replacement Fund	5,731.00
- Concert Series	
Booth Space	45,250.00
Applications	1,395.00
Membership Fee	1,282.50
FM Sponsor	3,445.00
Interest Income	85.00
Grant Income	1,000.00
Market Event/Merch.	1,000.00
Transfer from General Fund	3,657.83
Market Manager	39,195.64
Market Specialist	1,672.65
DSFM Benefits	8,602.54
Payroll Tax Expense	3,265.77
Retirement	2,373.59
Dues Fees & Subscriptions	275.00
Training	-
Office Expense	50.00
Supplies Expense	4,500.00
Network & Phone	247.92

Item 16.

Advertising	Attachment "A2",600.00
Entertainment& Activities	1,300.00
Market Event	-
Contingency Fund	
Other Expense	<u>1,425.00</u>
Capital Fund	
Transfer to Reserve Fund	
Hotel Occupancy Tax	914,178.23
Interest	120.00
TXF to Debt Service	<u>89,505.00</u>
RV/ Parking Lot	<u>47,800.00</u>
Convention & Information Center Grants	<u>208,564.00</u>
Advertising	3,505.00
Christmas Lighting Displays	12,176.00
Historic Districts Marketing	2,800.00
Dues and Fees	7,500.00
Tourism Advertising Grants	<u>11,200.00</u>
Arts	
Arts Grants	
Historical Restoration Grants	11,500.00
Signage	<u>3,800.00</u>
Public Signage Grants	<u>2,000.00</u>
Lighting	
TXF to Event Center	<u>335,701.87</u>
TXF to General Fund	
Overuse fees	109,058.62
Reuse Fees	
PEC	<u>159,300.39</u>
ROW Fees	<u>6,000.00</u>
Cable	157,016.79
TX Gas Franchise Fees	9,952.01
Wastewater Service	<u>1,202,123.09</u>
Late Fees/Rtn check fees	<u>41,573.38</u>
Delayed Connection Fees	<u>2,700.00</u>
Line Extensions	
Transfer fees	5,370.00
Other Income	37,000.00
Interest	60,000.00
TXF from General Fund	<u>155,721.00</u>
TXF from TWDB	<u>289,000.00</u>
Portion of Sales Tax	838,615.57
Salaries	200,000.00
On Call	10,400.00
Benefits	24,897.95
Taxes	16,704.31
Retirement	12,461.04
- Auditing	-
Engineering & Surveying	378,188.00
- Legal Fees	50,000.00

Item 16.

- Planning and Permitting	Attachment "A"	<u>20,000.00</u>
- Laboratory Testing		<u>20,000.00</u>
- Equipment Maintenance		<u>2,000.00</u>
- Fleet Maintenance		1,000.00
Dues, Fees and Subscriptions		700.00
Training		8,000.00
- Road Reconstruction		5,000.00
WWTP Maintenance		<u>52,600.00</u>
- Routine Operations		<u>70,000.00</u>
- Non-Routine Operations		90,000.00
Lift Station Maintenance		80,000.00
Sanitary Sewer Line Maintenance		<u>156,500.00</u>
Drip Field Maintenance		<u>20,000.00</u>
- Sludge Hauling		<u>125,000.00</u>
- Wastewater Flow Measurement		11,000.00
Utility Operations		74,125.00
- IT Equipment & Support		
- Software		
Uniforms		3,100.00
- Fleet Acquisition		46,133.45
- Fuel		5,000.00
- Supplies		45,000.00
- Chemicals		9,600.00
- Equipment		125,000.00
- Phone/Network		8,904.00
- Electricity		78,000.00
Other Expense		56,000.00
Capital Projects		500,000.00
TWDB - Capital Projects		-
TWDB - Engineering and Design		237,541.00
- Consultants and Legal		760,000.00
Transfer to General Fund		
TXF to Water Fund		-
TXF to Vehicle Replacement Fund		
Transfer to Vehicle Replacement Fund		
- Tap Fees		
- Impact Fees		
- Temporary Meter Set Fees		
- Disconnect Fees		
- Base Rate		4,550.00
- Usage		60,000.00
- Penalties		
TXF from Wastewater Fund		-
- Planning and Permitting		
- Laboratory Testing		
- Routine Operations		
- Non Routine Operations		
- System Maintenance & Repair		
- Regulatory Expense		

Item 16.

Operating and Maintenance

Attachment "A" -

Item 16.

- Supplies

PEC

ROW Fees

Cable

TX Gas Franchise Fees

Interest

TXF from General Fund

Salaries

On Call

Benefits

Taxes

Retirement

- Auditing

- Legal Fees

- Equipment Maintenance

- Fleet Maintenance

Training

Utility Operations

- IT Equipment & Support

- Software

Uniforms

- Fleet Acquisition

- Fuel

- Equipment

- Phone/Network

Other Expense

Interest 6.00

Revenues 289,000.00

Escrow Fees 300.00

Expenses 289,000.00

Impact Fees 3,547,440.00

Impact Fee Deposits

Interest Income 51,000.00

Transfer to Debt Service 1,694,764.76

Interest 1,800.00

TXF from HOT 89,505.00

Tax Series 2013 92,410.00

Interest 9,500.00

TXF from Impact Fund 711,231.76

Debt Payment 2015 733,288.20

Interest 12,000.00

TXF from Impact Fees 983,553.00

Interest -

TXF from Impact Fees -

Tax Series 2019 958,553.00

Tax Series 2022 -

Interest 18,000.00

TXF from General Fund 300,000.00

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City AV	Attachment "A"	<u>3,641.57</u>
County AV		<u>191,901.06</u>
Interest Income		<u>8,675.00</u>
City for GAP Escrow		250,000.00
EPS Reimbursements		
HDR		240,000.00
Legal Fees		20,000.00
MAS		25,000.00
Miscellaneous Consultant		<u>7,500.00</u>
Project Management/Misc. Costs		<u>20,000.00</u>
Project Administration P3 Works		15,000.00
Creation Cost Reimbursements		
Stakeholder Reimbursement		156,200.76
TXF to GAP Escrow		250,000.00
City AV		114,269.93
County AV		232,569.38
Interest Income		3,700.00
Creation Cost Reimbursements		
Stakeholder Reimbursement		43,799.54
TWC		30,000.00
Interest Income		1,950.00

Item 16.

	FY 2022 Adopted	FY 2022 Amended	Change
AD Valorem	1,983,491.97	2,068,477.29	84,985.32
Sales Tax	3,796,125.70	4,193,077.86	396,952.16
Mixed Beverage	60,000.00	85,000.00	25,000.00
AV P&I	4,000.00	13,072.46	9,072.46
Solid Waste	40,000.00	45,563.40	5,563.40
Alcohol Permits	7,085.00	7,085.00	-
Health Permits/Inspections	60,000.00	113,000.00	53,000.00
FEMA	-	5,292.38	5,292.38
Other Income	40,000.00	40,000.00	-
Bank Interest	40,000.00	90,000.00	50,000.00
CARES Act	-	-	-
Coronavirus Local Fiscal Recovery Funds (CLFRF)	707,181.10	708,578.71	1,397.61
TXF from Capital Improvements	300,000.00	-	(300,000.00)
TXF DSRP On Call	10,400.00	10,400.00	-
TXF from HOT	4,305.00	4,305.00	-
TXF from WWU	-	-	-
TXF from TIRZ	-	127,102.00	127,102.00
Salaries	2,249,643.70	2,065,000.00	(184,643.70)
Benefits	238,768.10	217,278.97	(21,489.13)
Taxes	180,413.74	165,352.59	(15,061.15)
Retirement	133,118.97	121,138.26	(11,980.71)
- Human Resource Consultant	10,000.00	15,000.00	5,000.00
Dues, Fees, Subscriptions	30,000.00	34,000.00	4,000.00
Training/CE	83,623.90	83,623.90	0.00
Supplies	25,000.00	25,000.00	-
Miscellaneous Office Equipment	6,000.00	6,000.00	-
Postage	3,200.00	3,200.00	-
- Animal Control	3,400.00	3,400.00	-
- Economic Development	10,000.00	10,000.00	-
Mileage	2,000.00	1,500.00	(500.00)
Contingencies/Emergency Fund	50,000.00	35,000.00	(15,000.00)
Miscellaneous Office Expense	10,000.00	10,000.00	-
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	60,000.00	60,000.00
TXF to Reserve Fund	200,000.00	300,000.00	100,000.00
TXF AV to TIF	200,244.23	207,911.50	7,667.27
TXF to TIRZ	450,244.23	457,911.50	7,667.27
TXF to WWU	-	155,721.00	155,721.00
TXF to DSRP	75,000.00	178,000.00	103,000.00
TXF to Capital Improvement Fund	-	-	-
TXF to Vehicle Replacement Fund	25,462.00	25,462.00	-
TXF to Founders Day	-	13,000.00	13,000.00
TXF to Farmers Market	-	3,657.83	3,657.83
- OFR Grant Writer	7,500.00	-	(7,500.00)
- Family Violence Ctr	7,000.00	7,000.00	-
- Land Acquisition	10,000.00	-	(10,000.00)

	FY 2022 Adopted	FY 2022 Amended	Change
Election	8,000.00	500.00	(7,500.00)
Code Publication	5,350.00	7,500.00	2,150.00
Public Notices	6,000.00	6,000.00	-
- Records Management	1,220.00	720.00	(500.00)
Municipal Court	250.00	250.00	-
- Muni Court	15,500.00	10,000.00	(5,500.00)
- Special Counsel and Consultants	59,000.00	30,000.00	(29,000.00)
- Government Affairs	-	-	-
Website	6,625.00	6,625.00	-
Public Relations	7,488.00	8,988.00	1,500.00
Office IT Equipment and Support	70,890.00	80,000.00	9,110.00
Software Purchase, Agreements and Licenses	165,142.00	165,254.00	112.00
Communications Network/Phone	31,000.00	31,000.00	-
- Financial Services	115,000.00	28,000.00	(87,000.00)
- Liability	20,850.00	18,750.00	(2,100.00)
- Property	34,646.00	39,000.00	4,354.00
- Workers' Comp	25,000.00	22,000.00	(3,000.00)
Bad Debt Expense	5,000.00	-	(5,000.00)
Sales Tax TXF to WWU	759,225.14	838,615.57	79,390.43
SPA & ECO D TXF	218,656.84	241,521.28	22,864.44
- Site Dev	239,108.41	849,479.02	610,370.61
- Zoning/Signs/Ord	65,000.00	110,000.00	45,000.00
- Subdivision	656,006.25	1,229,600.64	573,594.39
- Engineering	70,000.00	94,000.00	24,000.00
- Health Inspector	50,000.00	70,000.00	20,000.00
- Architectural and Landscape Consultants	5,000.00	4,000.00	(1,000.00)
- Historic District Consultant	3,500.00	3,500.00	-
- Planning Consultant	175,000.00	175,000.00	-
Fire Inspections	10,000.00	67,565.94	57,565.94
Building Code	1,500,000.00	1,868,414.51	368,414.51
- Bldg. Inspector	750,000.00	1,494,731.61	744,731.61
- Lighting Consultant	1,000.00	1,000.00	-
- Fire Inspector	-	54,052.75	54,052.75
- Improvement Projects	775,000.00	400,000.00	(375,000.00)
Office Maintenance/Repairs	11,060.00	11,600.00	540.00
Equipment Maintenance	3,000.00	4,000.00	1,000.00
Fleet Maintenance	18,800.00	32,500.00	13,700.00
Stephenson Building & Lawn Maintenance	5,500.00	2,000.00	(3,500.00)
- Street & ROW Maintenance	184,250.00	100,000.00	(84,250.00)
Uniforms	7,760.00	7,760.00	-
Fleet Acquisition	196,700.00	196,700.00	-
Maintenance Equipment	47,878.00	47,878.00	-
Maintenance Supplies	4,600.00	4,600.00	-
- Street Lights	20,000.00	20,000.00	-
- Streets Water	4,000.00	3,500.00	(500.00)

	FY 2022 Adopted	FY 2022 Amended	Change
- Office Electric	4,500.00	6,000.00	1,500.00
- Office Water	650.00	650.00	-
- Stephenson Electric	1,500.00	1,250.00	(250.00)
- Stephenson Water	500.00	500.00	-
- Lighting Compliance	2,000.00	2,000.00	-
- Stephenson Parking Lot Improvements	-	-	-
- Stephenson Building Rehabilitation	14,000.00	14,000.00	-
- Downtown Bathroom	100,000.00		(100,000.00)
- City Hall Planning			-
- Street Improvements	592,087.25	298,379.26	(293,707.99)
City Hall Improvements	5,000.00	5,000.00	-
Sponsorships and Donations	9,027.00	8,205.97	405.97
Community Service Permit Fees	4,400.00	2,835.00	(1,565.00)
Programs and Events	5,000.00	29,630.00	24,630.00
Park Rental Fees	5,350.00	5,750.00	400.00
TXF from Parkland Dedication	113,462.80	111,462.80	(2,000.00)
TXF from Landscaping Fund	4,000.00	4,000.00	-
TXF from HOT Fund	2,000.00	-	(2,000.00)
TXF from CLFRF	-	-	-
TXF from Contingency Funds	-	-	-
TXF from Parkland Development	111,731.40	5,832.00	(105,899.40)
Program Event Staff	2,500.00	-	(2,500.00)
Camp Staff	-	-	-
Park Consultants	-	11,400.00	11,400.00
Dues Fees and Subscriptions	1,337.50	2,275.00	937.50
General Maintenance (All Parks)	1,000.00	1,000.00	-
Founders Park	-	22,240.00	22,240.00
S&R	51,920.00	56,519.00	4,599.00
Charro Ranch Park	7,700.00	7,700.00	-
Triangle/ Veteran's Memorial Park	700.00	700.00	-
Skate Park Maintenance			-
Rathgeber Maintenance	-	-	-
Equipment Rental	1,000.00	1,000.00	-
General Parks	3,000.00	3,000.00	-
Charro Ranch Supplies	-	1,500.00	1,500.00
Founders Park Supplies	43,375.00	43,375.00	-
S&R Supplies	400.00	400.00	-
Program and Events	1,500.00	5,690.00	4,190.00
Portable Toilets	5,000.00	7,800.00	2,800.00
Triangle Electric	500.00	500.00	-
Triangle Water	500.00	500.00	-
S&R Park Water	14,500.00	13,000.00	(1,500.00)
SRP Electric	1,200.00	3,250.00	2,050.00
Advertising & Marketing	6,500.00	7,000.00	500.00
City Sponsored Events	5,000.00	5,000.00	-

	FY 2022 Adopted	FY 2022 Amended	Change
Other	11,500.00	11,500.00	-
All Parks	-	32,942.50	32,942.50
Founders Park	67,731.40	25,093.04	(42,638.36)
S & R Park	-	100.00	100.00
Charro Ranch Park	1,800.00	1,800.00	-
Triangle Improvement	2,000.00	-	(2,000.00)
Rathgeber Improvements	-	-	-
Skate Park	-	-	-
DSRP Salaries	376,654.59	330,000.00	(46,654.59)
DSRP Benefits	54,436.25	43,000.00	(11,436.25)
DSRP Taxes	30,032.28	27,930.02	(2,102.26)
DSRP Retirement	19,323.28	19,000.00	(323.28)
DS Ranch Park Phone/Network	500.00	-	(500.00)
DS Ranch Park Electricity	500.00	-	(500.00)
Aquatics Program Income	85,800.00	27,000.00	(58,800.00)
Pool and Pavilion Rental	16,800.00	16,800.00	-
Reimbursement of Utility Costs	8,000.00	2,014.95	(5,985.05)
Aquatics Staff	70,591.24	55,000.00	(15,591.24)
Founders Pool	28,240.00	6,000.00	(22,240.00)
Founders Pool Supplies	-	-	-
Pool Phone/Network	1,500.00	1,675.00	175.00
FMP Pool/ Pavilion Water	6,000.00	6,000.00	-
FMP Pool//Electricity	4,500.00	7,250.00	2,750.00
FMP Pool Propane	20,000.00	11,000.00	(9,000.00)
Founders Pool	-	-	-
Craft booths/Business Booths	6,500.00	6,255.81	(244.19)
Food booths	1,100.00	1,312.50	212.50
BBQ cookers	4,600.00	4,837.50	237.50
Carnival	9,500.00	13,585.46	4,085.46
Parade	3,750.00	3,975.00	225.00
Sponsorship	70,000.00	85,750.00	15,750.00
Parking concession	1,700.00	3,299.22	1,599.22
Electric	2,400.00	3,100.00	700.00
Misc.	-	-	-
TXF from General Fund	-	13,000.00	13,000.00
Clean Up	5,060.00	5,500.00	440.00
Transportation	-	-	-
FD Event Supplies	7,000.00	4,538.38	(2,461.62)
Tent, Tables & Chairs	4,500.00	6,671.08	2,171.08
Barricades/Traffic Plan	19,874.00	14,819.72	(5,054.28)
Porta-Potties	7,150.00	10,019.00	2,869.00
Electricity	1,800.00	1,843.34	43.34
Parade	650.00	815.12	165.12
Publicity	8,500.00	9,551.14	1,051.14
Bands/Music/Sound	15,000.00	13,950.00	(1,050.00)

	FY 2022 Adopted	FY 2022 Amended	Change
Sponsorship	5,000.00	5,551.97	551.97
Security	20,000.00	41,967.98	21,967.98
Health, Safety & Lighting			-
Contingencies	416.00	5,613.27	5,197.27
- Emergency Management Equipment	50,970.00	50,970.00	-
- Emergency Equipment Fire & Safety	2,118.00	1,500.00	(618.00)
- Emergency Mgt PR	2,000.00	2,000.00	-
- Emergency Equipment Maintenance & Service	5,860.00	5,860.00	-
- Emergency Management Other			-
Ag Facility Fees	37,065.00	875.00	(36,190.00)
TXF to DSRP	37,065.00	875.00	(36,190.00)
Tree Replacement Fees	-	371,340.00	371,340.00
Sports and Rec Park	2,000.00	2,000.00	-
FMP	2,000.00	2,000.00	-
Charro	1,000.00	1,000.00	-
Professional Services	2,000.00	-	(2,000.00)
DSRP	-		-
Historic Districts	3,850.00	3,958.00	108.00
City Hall Lawn and Tree Maintenance	1,300.00	2,300.00	1,000.00
Fees	-	86,480.00	86,480.00
Expense	16,056.00	-	(16,056.00)
Parkland Fees	-	107,210.49	107,210.49
Park Improvements	113,462.80	65,731.40	(47,731.40)
Parkland Development Fees	161,000.00	5,832.00	(155,168.00)
Transfer to Parks	111,731.40	5,832.00	(105,899.40)
TXF from DSRP	5,731.00	5,731.00	-
TXF from General Fund	25,462.00	25,462.00	-
TXF from WWU	-	-	-
Vehicle Replacement	-		
House Maintenance	1,000.00	6,000.00	5,000.00
Ranch House Supplies	1,000.00	2,500.00	1,500.00
House Equipment	-		-
Riding Permits	10,000.00	10,000.00	-
Stall Rentals	39,200.00	45,000.00	5,800.00
RV/Camping Site Rentals	19,000.00	29,650.00	10,650.00
Facility Rentals	135,500.00	125,000.00	(10,500.00)
Equipment Rental	5,000.00	2,500.00	(2,500.00)
Staff & Misc. Fees	4,000.00	5,500.00	1,500.00
Cleaning Fees	25,000.00	23,500.00	(1,500.00)
Sponsorships & Donations	136,275.00	16,250.00	(120,025.00)
General Program and Events:	84,275.00		(84,275.00)
- Coyote Camp	-	80,000.00	80,000.00
- Riding Series	-	65,000.00	65,000.00
- Misc. Events	-	9,350.00	9,350.00
- Programing			-

	FY 2022 Adopted	FY 2022 Amended	Change
Other Income	4,000.00	825.00	(3,175.00)
Interest	600.00	1,500.00	900.00
Merchandise Sales	21,300.00	23,500.00	2,200.00
TXF from Ag Facility	37,065.00	875.00	(36,190.00)
TXF from HOT	253,501.87	335,701.87	82,200.00
TXF for RV/ Parking Lot HOT	-	47,800.00	47,800.00
TXF from General Fund	75,000.00	178,000.00	-
DSRP On Call	10,400.00	10,400.00	-
Camp Staff	64,054.20	64,054.20	-
Equipment Maintenance	16,000.00	23,000.00	7,000.00
Fleet Maintenance	2,500.00	2,500.00	-
Dues, Fees and Subscriptions	9,561.94	20,000.00	10,438.06
Training and Education	400.00	400.00	-
Tree Planting	-	-	-
General Maintenance and Repair	96,828.92	86,828.92	(10,000.00)
Grounds and General Maintenance	21,690.00	21,690.00	-
Stall Cleaning & Repair	2,000.00	750.00	(1,250.00)
Lift Station Maintenance	-	-	-
Office Supplies	10,000.00	7,500.00	(2,500.00)
Equipment Rental	2,000.00	1,000.00	(1,000.00)
Fleet Acquisition	15,000.00	15,000.00	-
Supplies and Materials	21,000.00	-	(21,000.00)
General Program and Events:	13,950.00		(13,950.00)
Merchandise	11,402.63	11,600.00	197.37
Equipment	26,922.00	3,000.00	(23,922.00)
Sponsorship Expenses	-	750.00	750.00
- Coyote Camp	-	13,250.00	13,250.00
- Riding Series	-	32,000.00	32,000.00
- Misc. Events	-	8,400.00	8,400.00
- Programing	-	-	-
- Concert Series	-	-	-
Network and Communications	56,304.00	61,500.00	5,196.00
Water	7,000.00	10,250.00	3,250.00
Portable Toilets	5,953.40	1,000.00	(4,953.40)
Alarm	1,112.40	3,500.00	2,387.60
Electric	60,000.00	84,000.00	24,000.00
Septic	750.00	-	(750.00)
Propane/Natural Gas	2,500.00	7,400.00	4,900.00
On Call Phone	2,060.00	-	(2,060.00)
Advertising	-	-	-
Postage	100.00	30.00	(70.00)
Mileage	500.00	-	(500.00)
Contingencies	50,000.00	15,000.00	(35,000.00)
Other Expense	20,000.00	10,000.00	(10,000.00)
HCLE	13,200.00	13,200.00	-

	FY 2022 Adopted	FY 2022 Amended	Change
Co-Sponsored Events	34,800.00	5,050.00	(29,750.00)
Improvements	151,500.00	316,700.00	165,200.00
RV/Parking Lot	-	47,800.00	47,800.00
TXF to Vehicle Replacement Fund	5,731.00	5,731.00	-
- Concert Series			-
Booth Space	42,000.00	45,250.00	3,250.00
Applications	2,650.00	1,395.00	(1,255.00)
Membership Fee	-	1,282.50	1,282.50
FM Sponsor	1,000.00	3,445.00	2,445.00
Interest Income	500.00	85.00	(415.00)
Grant Income	1,000.00	1,000.00	-
Market Event/Merch.	500.00	1,000.00	500.00
Transfer from General Fund		3,657.83	3,657.83
Market Manager	36,884.80	39,195.64	2,310.84
Market Specialist	-	1,672.65	1,672.65
DSFM Benefits	7,608.13	8,602.54	994.41
Payroll Tax Expense	3,073.69	3,265.77	192.08
Retirement	2,213.09	2,373.59	160.50
Dues Fees & Subscriptions	200.00	275.00	75.00
Training	200.00	-	(200.00)
Office Expense	100.00	50.00	(50.00)
Supplies Expense	400.00	4,500.00	4,100.00
Network & Phone		247.92	247.92
Advertising	2,600.00	2,600.00	-
Entertainment& Activities	1,000.00	1,300.00	300.00
Market Event	500.00	-	(500.00)
Contingency Fund	500.00		(500.00)
Other Expense	200.00	1,425.00	1,225.00
Capital Fund	-		-
Transfer to Reserve Fund			-
Hotel Occupancy Tax	500,000.00	914,178.23	414,178.23
Interest	1,500.00	120.00	(1,380.00)
TXF to Debt Service	89,505.00	89,505.00	-
RV/ Parking Lot	-	47,800.00	47,800.00
Convention & Information Center Grants		208,564.00	
Advertising	3,505.00	3,505.00	-
Christmas Lighting Displays	15,000.00	12,176.00	(2,824.00)
Historic Districts Marketing	2,800.00	2,800.00	-
Dues and Fees	8,000.00	7,500.00	(500.00)
Tourism Advertising Grants		11,200.00	
Arts			-
Arts Grants			
Historical Restoration Grants		11,500.00	
Signage	28,800.00	3,800.00	(25,000.00)
Public Signage Grants		2,000.00	

	FY 2022 Adopted	FY 2022 Amended	Change
Lighting			-
TXF to Event Center	253,501.87	335,701.87	82,200.00
TXF to General Fund	-		-
Overuse fees	134,550.60	109,058.62	(25,491.98)
Reuse Fees	-		-
PEC	130,000.00	159,300.39	29,300.39
ROW Fees	6,000.00	6,000.00	-
Cable	130,000.00	157,016.79	27,016.79
TX Gas Franchise Fees	3,000.00	9,952.01	6,952.01
Wastewater Service	945,095.04	1,202,123.09	257,028.05
Late Fees/Rtn check fees	9,480.00	41,573.38	32,093.38
Delayed Connection Fees	157,850.00	2,700.00	(155,150.00)
Line Extensions	-		-
Transfer fees	9,600.00	5,370.00	(4,230.00)
Other Income	35,000.00	37,000.00	-
Interest	50,000.00	60,000.00	10,000.00
TXF from General Fund	-	155,721.00	155,721.00
TXF from TWDB	6,520,000.00	289,000.00	(6,231,000.00)
Portion of Sales Tax	759,225.14	838,615.57	79,390.43
Salaries	246,000.00	200,000.00	(46,000.00)
On Call	10,400.00	10,400.00	-
Benefits	30,738.21	24,897.95	(5,840.26)
Taxes	20,622.60	16,704.31	(3,918.29)
Retirement	15,384.00	12,461.04	(2,922.96)
- Auditing	10,000.00	-	(10,000.00)
Engineering & Surveying		378,188.00	
- Legal Fees	35,000.00	50,000.00	15,000.00
- Planning and Permitting	50,000.00	60,000.00	10,000.00
- Laboratory Testing	25,000.00	20,000.00	(5,000.00)
- Equipment Maintenance	-	2,000.00	2,000.00
- Fleet Maintenance	1,200.00	1,000.00	(200.00)
Dues, Fees and Subscriptions	-	700.00	700.00
Training	8,000.00	8,000.00	-
- Road Reconstruction	10,000.00	5,000.00	(5,000.00)
WWTP Maintenance		52,600.00	
- Routine Operations	70,000.00	70,000.00	-
- Non-Routine Operations	65,000.00	90,000.00	25,000.00
Lift Station Maintenance		80,000.00	
Sanitary Sewer Line Maintenance		156,500.00	
Drip Field Maintenance		20,000.00	
- Sludge Hauling	80,000.00	125,000.00	45,000.00
- Wastewater Flow Measurement	9,000.00	11,000.00	2,000.00
Utility Operations		74,125.00	
- IT Equipment & Support			-
- Software	-		-

	FY 2022 Adopted	FY 2022 Amended	Change
Uniforms	2,800.00	3,100.00	300.00
- Fleet Acquisition	46,400.00	46,133.45	(266.55)
- Fuel	5,000.00	5,000.00	-
- Supplies	10,000.00	45,000.00	35,000.00
- Chemicals	9,600.00	9,600.00	-
- Equipment	123,240.00	125,000.00	1,760.00
- Phone/Network	8,904.00	8,904.00	-
- Electricity	73,500.00	78,000.00	4,500.00
Other Expense	52,000.00	56,000.00	4,000.00
Capital Projects		500,000.00	
TWDB - Capital Projects		-	
TWDB - Engineering and Design		237,541.00	
- Consultants and Legal	760,000.00	760,000.00	-
Transfer to General Fund			-
TXF to Water Fund	12,000.00	-	(12,000.00)
TXF to Vehicle Replacement Fund	-		-
Transfer to Vehicle Replacement Fund			-
- Tap Fees			
- Impact Fees			
- Temporary Meter Set Fees			
- Disconnect Fees			
- Base Rate		4,550.00	4,550.00
- Usage		60,000.00	60,000.00
- Penalties			
TXF from Wastewater Fund	12,000.00	-	
- Planning and Permitting			
- Laboratory Testing			
- Routine Operations			
- Non Routine Operations			
- System Maintenance & Repair			
- Regulatory Expense			
Operating and Maintenance	12,000.00	-	(12,000.00)
- Supplies			
PEC			
ROW Fees			
Cable			
TX Gas Franchise Fees			
Interest			
TXF from General Fund			
Salaries			
On Call			
Benefits			
Taxes			
Retirement			
- Auditing			

	FY 2022 Adopted	FY 2022 Amended	Change
- Legal Fees			
- Equipment Maintenance			
- Fleet Maintenance			
Training			
Utility Operations			
- IT Equipment & Support			
- Software			
Uniforms			
- Fleet Acquisition			
- Fuel			
- Equipment			
- Phone/Network			
Other Expense			
Interest	6.00	6.00	-
Revenues	6,490,000.00	289,000.00	(6,201,000.00)
Escrow Fees	300.00	300.00	-
Expenses	6,490,000.00	289,000.00	(6,201,000.00)
Impact Fees	2,079,320.00	3,547,440.00	1,468,120.00
Impact Fee Deposits	-	-	-
Interest Income	25,000.00	51,000.00	26,000.00
Transfer to Debt Service		1,694,764.76	
Interest	1,200.00	1,800.00	600.00
TXF from HOT	89,505.00	89,505.00	-
Tax Series 2013	92,410.00	92,410.00	-
Interest	8,000.00	9,500.00	1,500.00
TXF from Impact Fund	711,231.76	711,231.76	-
Debt Payment 2015	733,288.20	733,288.20	-
Interest	12,000.00	12,000.00	-
TXF from Impact Fees	983,553.00	983,553.00	-
Interest	-	-	-
TXF from Impact Fees	-	-	-
Tax Series 2019	958,553.00	958,553.00	-
Tax Series 2022	-	-	-
Interest	16,000.00	18,000.00	2,000.00
TXF from General Fund	200,000.00	300,000.00	100,000.00
City AV	89,118.46	93,641.57	4,523.11
County AV	218,599.49	191,901.06	(26,698.43)
Interest Income	3,000.00	8,675.00	5,675.00
City for GAP Escrow	250,000.00	250,000.00	-
EPS Reimbursements	-	-	-
HDR	227,500.00	240,000.00	12,500.00
Legal Fees	20,000.00	20,000.00	-
MAS	62,500.00	25,000.00	(37,500.00)
Miscellaneous Consultant		7,500.00	
Project Management/Misc. Costs	48,000.00	20,000.00	(28,000.00)

	FY 2022 Adopted	FY 2022 Amended	Change
Project Administration P3 Works	35,000.00	15,000.00	(20,000.00)
Creation Cost Reimbursements	-	-	-
Stakeholder Reimbursement	-	156,200.76	156,200.76
TXF to GAP Escrow	250,000.00	250,000.00	-
City AV	111,125.78	114,269.93	3,144.16
County AV	254,043.81	232,569.38	(21,474.43)
Interest Income	400.00	3,700.00	3,300.00
Creation Cost Reimbursements	-	-	-
Stakeholder Reimbursement	-	43,799.54	43,799.54
TWC	27,000.00	30,000.00	3,000.00
Interest Income	1,400.00	1,950.00	550.00
			-

AD Valorem	259204.88
Sales Tax	-3800000.00
Mixed Beverage	-75000.00
AV P&I	-4000.00
Solid Waste	-45000.00
Alcohol Permits	-6852.50
Health Permits/Inspections	-75000.00
FEMA	
Other Income	-40000.00
Bank Interest	-50000.00
CARES Act	
Coronavirus Local Fiscal Recovery Funds (CLFRF)	
TXF from Capital Improvements	
TXF DSRP On Call	-10400.00
TXF from HOT	-2404.33
TXF from WWU	-4066.66
TXF from TIRZ	
Salaries	2624223.34
Benefits	278376.89
Taxes	209825.09
Retirement	156944.31
- Human Resource Consultant	15000.00
Dues, Fees, Subscriptions	41337.95
Training/CE	92892.04
Supplies	30000.00
Miscellaneous Office Equipment	6000.00
Postage	3200.00
- Animal Control	3400.00
- Economic Development	5000.00
Mileage	2000.00
Contingencies/Emergency Fund	50000.00
Miscellaneous Office Expense	10000.00
Coronavirus Local Fiscal Recovery Funds (CLFRF)	
TXF to Reserve Fund	500000.00
TXF AV to TIF	355961.65
TXF to DSRP	275884.04
TXF to Capital Improvement Fund	300000.00
TXF to Vehicle Replacement Fund	70326.00
TXF to Founders Day	
TXF to Farmers Market	15249.56
- OFR Grant Writer	0.00
- Family Violence Ctr	7000.00
- Land Acquisition	10000.00
Election	8000.00
Code Publication	8000.00
Public Notices	6000.00
- Records Management	1220.00
Municipal Court	-1000.00
- Muni Court	15500.00

- Special Counsel and Consultants	Attachment "A" 5800.00
- Government Affairs	60000.00
Website	6625.00
Public Relations	5200.00
Office IT Equipment and Support	105890.00
Software Purchase, Agreements and Licenses	218759.00
Communications Network/Phone	36830.84
- Financial Services	35000.00
- Liability	25000.00
- Property	41000.00
- Workers' Comp	25000.00
Bad Debt Expense	0.00
Sales Tax TXF to WWU	760000.00
SPA & ECO D TXF	218880.00
- Site Dev	-400000.00
- Zoning/Signs/Ord	-65000.00
- Subdivision	-890750.00
- Engineering	70000.00
- Health Inspector	50000.00
- Architectural and Landscape Consultants	5000.00
- Historic District Consultant	3500.00
- Planning Consultant	250000.00
Fire Inspections	-50000.00
Building Code	-1500000.00
- Bldg. Inspector	750000.00
- Lighting Consultant	1000.00
- Fire Inspector	40000.00
- Improvement Projects	1096332.00
Office Maintenance/Repairs	18510.00
Equipment Maintenance	5500.00
Fleet Maintenance	44180.00
Stephenson Building & Lawn Maintenance	6000.00
- Street & ROW Maintenance	204050.00
Uniforms	12320.00
Fleet Acquisition	50000.00
Maintenance Equipment	97500.00
Maintenance Supplies	5100.00
- Street Lights	20000.00
- Streets Water	4000.00
- Office Electric	5500.00
- Office Water	650.00
- Stephenson Electric	1500.00
- Stephenson Water	500.00
- Lighting Compliance	2000.00
- Stephenson Parking Lot Improvements	
- Stephenson Building Rehabilitation	210000.00
- Downtown Bathroom	200000.00
- City Hall Planning	30000.00
- Street Improvements	693707.99

Item 16.

City Hall Improvements	Attachment "A" 000000.00
Sponsorships and Donations	-5000.00
Community Service Permit Fees	-1800.00
Programs and Events	-8000.00
Park Rental Fees	-5950.00
TXF from Parkland Dedication	-107000.00
TXF from Landscaping Fund	-1000.00
TXF from HOT Fund	-167000.00
TXF from CLFRF	-160570.49
TXF from Contingency Funds	
TXF from Parkland Development	
Program Event Staff	13400.00
Camp Staff	0.00
Park Consultants	10000.00
Dues Fees and Subscriptions	1464.50
General Maintenance (All Parks)	1000.00
Founders Park	50740.00
S&R	31420.00
Charro Ranch Park	7250.00
Triangle/ Veteran's Memorial Park	700.00
Skate Park Maintenance	500.00
Rathgeber Maintenance	900.00
Equipment Rental	1000.00
General Parks	8550.00
Charro Ranch Supplies	1500.00
Founders Park Supplies	
S&R Supplies	400.00
Program and Events	20050.00
Portable Toilets	7250.00
Triangle Electric	500.00
Triangle Water	1000.00
S&R Park Water	13000.00
SRP Electric	2500.00
Advertising & Marketing	11250.00
City Sponsored Events	5000.00
Other	11500.00
All Parks	6500.00
Founders Park	187048.36
S & R Park	150000.00
Charro Ranch Park	1000.00
Triangle Improvement	17000.00
Rathgeber Improvements	110000.00
Skate Park	75000.00
DSRP Salaries	485020.13
DSRP Benefits	73071.07
DSRP Taxes	38873.31
DSRP Retirement	27399.78
DS Ranch Park Phone/Network	0.00
DS Ranch Park Electricity	0.00

Item 16.

Aquatics Program Income	Attachment "A" 29400.00
Pool and Pavilion Rental	-16950.00
Reimbursement of Utility Costs	
Aquatics Staff	77043.15
Founders Pool	16000.00
Founders Pool Supplies	24705.00
Pool Phone/Network	1650.00
FMP Pool/ Pavilion Water	6000.00
FMP Pool//Electricity	7250.00
FMP Pool Propane	20000.00
Founders Pool	1500.00
Craft booths/Business Booths	-6250.00
Food booths	-1100.00
BBQ cookers	-4600.00
Carnival	-10000.00
Parade	-3750.00
Sponsorship	-82500.00
Parking concession	-1700.00
Electric	-3000.00
Misc.	
TXF from General Fund	
Clean Up	5500.00
Transportation	4500.00
FD Event Supplies	5000.00
Tent, Tables & Chairs	4000.00
Barricades/Traffic Plan	19000.00
Porta-Potties	12000.00
Electricity	6400.00
Parade	650.00
Publicity	9500.00
Bands/Music/Sound	22500.00
Sponsorship	6000.00
Security	32500.00
Health, Safety & Lighting	15500.00
Contingencies	3438.01
- Emergency Management Equipment	45690.00
- Emergency Equipment Fire & Safety	611.00
- Emergency Mgt PR	2000.00
- Emergency Equipment Maintenance & Service	11702.00
- Emergency Management Other	30000.00
Ag Facility Fees	-47495.00
TXF to DSRP	47495.00
Tree Replacement Fees	
Sports and Rec Park	
FMP	
Charro	1000.00
Professional Services	
DSRP	
Historic Districts	25000.00

Item 16.

City Hall Lawn and Tree Maintenance

Attachment "A" 2300.00

Item 16.

Fees	
Expense	
Parkland Fees	
Park Improvements	107000.00
Parkland Development Fees	
Transfer to Parks	
TXF from DSRP	-29595.00
TXF from General Fund	-70326.00
TXF from WWU	-29911.00
Vehicle Replacement	
House Maintenance	10000.00
Ranch House Supplies	1000.00
House Equipment	
Riding Permits	-9500.00
Stall Rentals	-37200.00
RV/Camping Site Rentals	-19000.00
Facility Rentals	-113500.00
Equipment Rental	-6000.00
Staff & Misc. Fees	-4000.00
Cleaning Fees	-25000.00
Sponsorships & Donations	-52275.00
General Program and Events:	
- Coyote Camp	-137100.00
- Riding Series	-82000.00
- Misc. Events	-2000.00
- Programing	-15100.00
Other Income	-500.00
Interest	-600.00
Merchandise Sales	-21065.20
TXF from Ag Facility	-47495.00
TXF from HOT	-395000.00
TXF for RV/ Parking Lot HOT	
TXF from General Fund	-275884.04
DSRP On Call	10400.00
Camp Staff	108246.48
Equipment Maintenance	25000.00
Fleet Maintenance	5500.00
Dues, Fees and Subscriptions	5127.50
Training and Education	9500.00
Tree Planting	
General Maintenance and Repair	206490.00
Stall Cleaning & Repair	4000.00
Lift Station Maintenance	12000.00
Office Supplies	10000.00
Equipment Rental	2000.00
Fleet Acquisition	0.00
Supplies and Materials	25500.00
General Program and Events:	

205

Merchandise	Attachment "A"	10500.00
Equipment		267250.00
Sponsorship Expenses		2100.00
- Coyote Camp		16000.00
- Riding Series		32000.00
- Misc. Events		700.00
- Programing		8000.00
- Concert Series		
Network and Communications		11316.40
Water		7000.00
Portable Toilets		2500.00
Alarm		6660.00
Electric		60000.00
Septic		750.00
Propane/Natural Gas		2500.00
On Call Phone		501.60
Advertising		17750.00
Postage		0.00
Mileage		500.00
Contingencies		50000.00
Other Expense		20000.00
HCLE		13200.00
Co-Sponsored Events		7900.00
Improvements		345000.00
TXF to Vehicle Replacement Fund		29595.00
- Concert Series		
Booth Space		-54600.00
Applications		-750.00
Membership Fee		-2600.00
FM Sponsor		-5000.00
Interest Income		-200.00
Grant Income		-1000.00
Market Event/Merch.		-1000.00
Transfer from General Fund		-15300.59
Market Manager		52679.65
Market Specialist		
DSFM Benefits		8125.04
Payroll Tax Expense		4281.99
Retirement		3173.95
Dues Fees & Subscriptions		200.00
Training		200.00
Office Expense		300.00
Supplies Expense		4000.00
Network & Phone		252.00
Advertising		3000.00
Entertainment& Activities		3000.00
Market Event		500.00
Contingency Fund		500.00
Other Expense		2600.00

Item 16.

Capital Fund	Attachment "A"	0.00
Transfer to Reserve Fund		35000.00
Hotel Occupancy Tax		-700000.00
Interest		-240.00
TXF to Debt Service		91600.00
RV/ Parking Lot		
Convention & Information Center Grants		185000.00
Advertising		2100.00
Christmas Lighting Displays		45000.00
Historic Districts Marketing		2800.00
Dues and Fees		8000.00
Tourism Advertising Grants		29000.00
Arts		20000.00
Arts Grants		10000.00
Historical Restoration Grants		59198.00
Signage		44560.00
Public Signage Grants		8000.00
Lighting		150000.00
TXF to Event Center		395000.00
TXF to General Fund		2404.33
Overuse fees		-150000.00
Reuse Fees		
PEC		
ROW Fees		
Cable		
TX Gas Franchise Fees		
Wastewater Service		-1285365.12
Late Fees/Rtn check fees		-9600.00
Delayed Connection Fees		-5000.00
Line Extensions		
Transfer fees		-9000.00
Other Income		-95000.00
Interest		
TXF from General Fund		
TXF from TWDB		-4420000.00
Portion of Sales Tax		-760000.00
Salaries		
On Call		
Benefits		
Taxes		
Retirement		
- Auditing		
Engineering & Surveying		625000.00
- Legal Fees		
- Planning and Permitting		7500.00
- Laboratory Testing		34250.00
- Equipment Maintenance		
- Fleet Maintenance		
Dues, Fees and Subscriptions		0.00

Item 16.

Attachment "A"

Item 16.

Training	
- Road Reconstruction	
WWTP Maintenance	119407.00
- Routine Operations	99500.00
- Non-Routine Operations	106860.00
Lift Station Maintenance	74270.00
Sanitary Sewer Line Maintenance	64116.00
Drip Field Maintenance	44900.00
- Sludge Hauling	178100.00
- Wastewater Flow Measurement	9000.00
Utility Operations	4250.00
- IT Equipment & Support	
- Software	
Uniforms	
- Fleet Acquisition	
- Fuel	
- Supplies	27400.00
- Chemicals	16440.00
- Equipment	
- Phone/Network	12330.00
- Electricity	109600.00
Other Expense	52000.00
Capital Projects	2000000.00
TWDB - Capital Projects	5050000.00
TWDB - Engineering and Design	895000.00
- Consultants and Legal	175000.00
Transfer to General Fund	4066.66
TXF to Water Fund	
Transfer to Vehicle Replacement Fund	29911.00
- Tap Fees	
- Impact Fees	
- Temporary Meter Set Fees	
- Disconnect Fees	
- Base Rate	-7800.00
- Usage	-150000.00
- Penalties	
TXF from Wastewater Fund	
- Planning and Permitting	
- Laboratory Testing	25000.00
- Routine Operations	25000.00
- Non Routine Operations	20000.00
- System Maintenance & Repair	20000.00
Operating and Maintenance	0.00
- Supplies	50000.00
PEC	-130000.00
ROW Fees	-6000.00
Cable	-130000.00
TX Gas Franchise Fees	-3000.00
Interest	

208

TXF from General Fund	Attachment "A"	50000.00
Salaries		398740.00
On Call		10400.00
Benefits		56988.71
Taxes		33063.21
Retirement		24650.69
- Auditing		10000.00
- Legal Fees		250000.00
- Equipment Maintenance		10000.00
- Fleet Maintenance		10000.00
Training		9254.00
Utility Operations		69000.00
- IT Equipment & Support		5640.00
- Software		37267.00
Uniforms		5000.00
- Fleet Acquisition		45000.00
- Fuel		15000.00
- Equipment		50000.00
- Phone/Network		
Other Expense		
Interest		
Revenues		-4420000.00
Escrow Fees		
Expenses		4420000.00
Impact Fees		-1670000.00
Impact Fee Deposits		
Interest Income		-30000.00
Transfer to Debt Service		4143594.62
Interest		-1200.00
TXF from HOT		-91600.00
Tax Series 2013		89505.00
Interest		-8000.00
TXF from Impact Fund		-698498.56
Debt Payment 2015		711231.76
Interest		-12000.00
TXF from Impact Fees		-1013533.00
Interest		0.00
TXF from Impact Fees		-2431563.06
Tax Series 2019		983553.00
Tax Series 2022		1215163.06
Interest		-18000.00
TXF from General Fund		-300000.00
City AV		-115297.54
County AV		-215354.00
Interest Income		-3000.00
City for GAP Escrow		0.00
EPS Reimbursements		
HDR		478000.00
Legal Fees		12000.00

Item 16.

MAS	Attachment "A"	30000.00
Miscellaneous Consultant		
Project Management/Misc. Costs		32000.00
Project Administration P3 Works		16000.00
Creation Cost Reimbursements		
Stakeholder Reimbursement		
TXF to GAP Escrow		0.00
City AV		-240664.11
County AV		-437211.00
Interest Income		-2000.00
Creation Cost Reimbursements		
Stakeholder Reimbursement		
TWC		-27000.00
Interest Income		-1700.00

Item 16.

FY 2023 Expenditures

	City	\$ 11,791,542.99
General Fund	Parks	\$ 896,571.01
	Founders Day	\$ 146,488.01
Farmers Market		\$ 117,812.63
Dripping Springs		\$ 1,346,486.98
Ranch Park		
Hotel Occupancy Tax		\$ 1,052,662.33
Fund		
Impact Fund		\$ 4,143,594.62
	Wastewater	\$ 9,738,900.66
Utilities	Water	\$ 140,000.00
	Operations	\$ 1,040,003.61
<hr/>		\$ 30,414,062.84



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

Submitted By: Shane Pevehouse, Building Official

Council Meeting Date: 15 November, 2022

Agenda Item Wording: **Discuss and consider approval of the contract between Brightly and the City of Dripping Springs to provide software solutions for permitting, planning, and code enforcement.**

Agenda Item Sponsor: Mayor Foulds

Summary/Background: The Deputy Public Works Director sought out, researched, and contracted with Brightly to provide a software solution for the maintenance and utilities departments. I sat in on the demonstration and asked if they provided Code Enforcement and Permitting software. After confirming they did, I coordinated a demonstration with Brightly and the Building Department. This occurred prior to Sarah’s departure, but after budgets were submitted for the new FY. After the demonstration, she was very excited with the prospect, but had given her two week notice and left the decision with me. As the new Building Official, I planned to budget for Brightly in FY ’24. However, Brightly reached out and offered the City a \$7,000 discount (see budget amendment for details).

As a department, our biggest frustration with My Permit Now (MPN) is that the interface and workflow are confusing and antiquated. This is especially true on the customer side. We have the MPN Customer Portal instruction manual posted on the department website, but even after pointing customers to the manual, we still receive 2-4 calls per day asking for assistance with logging in, navigating the multiple tabs and fields, and uploading documents. Brightly has a streamlined customer portal that displays all fields on one page and provides an intuitive workflow that should greatly reduce or eliminate the volume of “assist” calls that we receive.

Customers also complain about losing information or having to upload documents multiple times because there is no autosave feature with MPN. Building Department employees share the same frustration. Brightly autosaves as you move through the application and permit process eliminating the chance that information will be lost.

Brightly will integrate into the Building Department website and has hot keys that immediately draw the customers attention to the actions that they can take. MPN does not offer this.

The Building Department has several issues with MPN, most notably being the responsiveness to support requests. If we want to change our workflow template, we have to send an email to the MPN support team requesting the change and then work with their tech support to finalize the new workflow; this can take days to weeks depending on their responsiveness. Brightly's workflows are fully customizable by the user.

Brightly comes with 150 user customizable reports, MPN comes with 4 standard reports. Additional reports in MPN require very detailed communication with their tech support and can take multiple weeks to generate.

Brightly users have full control of their calendar and can schedule off time so contactors can't request inspections when they are out of the office. MPN does not offer this at the user level.

Brightly communicates with our finance software, MPN does not.

MPN has a progressive pricing structure that increases costs based on number of users and number of permits issued. Brightly has unlimited users, unlimited permits and the price is fixed with a 3% uplift subscription fee for the first 6 years. After the 6th year, the uplift fee can fluctuate from 0-6%.

When our Code Enforcement Inspector searches an address through the Brightly app in the field, he can immediately see information pulled from Hays CAD, prior code enforcement actions, and billing contact form with owner phone number and email address on one easy to read page. While in the app, he can take and attach photos, write a notice of violation, have the owner digitally sign the notice and immediately send it to them via email. MPN doesn't provide this time saving process or any useful functionality for code enforcement. Without Brightly, code enforcement cases are tracked on an excel spreadsheet and require carrying a printer and laptop in the vehicle or return trips to city hall to generate documents. What Brightly can accomplish in 10 minutes requires hours of additional work and resources with MPN.

A significant advantage that Brightly will provide is cross department communication. Building department personnel in the field can generate Public Works maintenance requests for potholes, tree branches encroaching in travel lanes, broken two-way cleanout caps, etc. Conversely, other departments can start a code enforcement case when encountering ordinance violations. The planning department will use Brightly in the same capacity as MPN at no additional cost.

Brightly is a dynamic and modern software solution that will provide significant improvements for City Staff and our customers, reduce customer and staff frustration, decrease wait times, and increase productivity across multiple departments.

**Commission
Recommendations:**

**Recommended
Council Actions:** Recommend Approval

Attachments: Power Point presentation

Next Steps/Schedule: Send to City Secretary for execution

BRI08232022

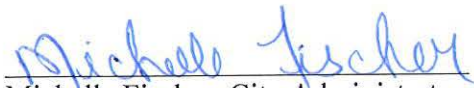
ADDENDUM TO MASTER SUBSCRIPTION AGREEMENT

This Addendum ("Addendum") to the Master Subscription Agreement ("Agreement"), made and entered into this, the 23 day of August 2022, and between the City of Dripping Springs, Texas (hereinafter referred to as the "City" or "Subscriber") and Brightly Software Inc. (hereinafter referred to as "Contractor" or "Company"), is understood and agreed to be as set forth herein:

1. Injuries/Insurance: Contractor shall provide proof of insurance as stated in the Statement of Work.
2. Assignment: Except that Contractor shall have the full ability to transfer or assign the Agreement to the surviving entity in a merger or consolidation or to a purchaser of substantially all of its assets without the written consent of the City, 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.
3. 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). Prior to the effective date of this Contract, the Contractor must 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/filinginfo/QuickFileAReport.php>
4. Incorporation of Addendum : This Addendum is incorporated into the Contractor's Agreement by reference.

CITY OF DRIPPING SPRINGS

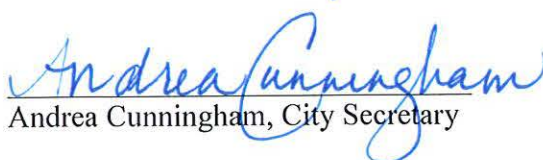
BRIGHTLY SOFTWARE, INC


Michelle Fischer, City Administrator

DocuSigned by:

515587D8E91490B Benfer, SVP Sale

ATTEST:


Andrea Cunningham, City Secretary



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.
Brightly Software, Inc.

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.
None
 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 None

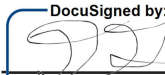
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No None

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

None

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

7  **DocuSigned by:**
 _____ CFO
 Signature of vendor doing business with the governmental entity

7/20/2022 | 5:04:57 PM EDT

_____ Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	Under Review
SD2021-0008 AHC Development (aka PDD 11)	CL	27110 RR 12	Construction of a new Multi-Family complex and its necessary infrastructure and a public extension of S Rob Shelton Blvd	Approved w/ Conditions
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on resubmittal
SD2021-0031 Rob Shelton Blvd. Extension	CL	Rob Shelton	An extension of Rob Shelton South bound per PDD 11	Approved w/ Conditions
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Waiting on resubmittal
SD2022-0002 East Ledgestone Commercial	ETJ	Ledgestone	5 mixed-use, commercial buildings with associated utilities, paving, sidewalks and drainage	Waiting on resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting on resubmittal
SD2022-0007 Heritage Effluent Line Stage II Extension	CL	511 Mercer Street	Extension of the existing 12" effluent line north along RR12, along with an 8" effluent line that spans from Rob Shelton, across Hwy 290, and north to Heritage Stage 2	Waiting on resubmittal
SD2022-0008 Patriot's Hall Phase 1B	ETJ	231 Patriots Hall Blvd	New Patriot's Hall event building with parking, infrastructure and water quality	Waiting on resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting on resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Waiting on resubmittal
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond	Approved w/ Conditions
SD2022-0015 Over Yonder Nature School	ETJ	5000 Bell Springs	Addition of structures, parking, utility and drainage for a nature school	Approved w/ Conditions
SD2022-0016 JWLP Lot 6 Revision 1	CL	249 Sportsplex Drive	Revision to the original site plan	Waiting on resubmittal
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting on resubmittal
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Waiting on resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Waiting on resubmittal
SD2022-0022 Belterra Medical Office	ETJ	164 Belterra Village Way	Medical office building with associated parking, sidewalk, utility and drainage improvements	Waiting on resubmittal
SD2022-0023 Christian Automotive	ETJ	100 N. Canyonwood Drive	Construction of an approximately 6,000 square feet of light automotive facility	Waiting on resubmittal
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	In administrative completeness
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	Waiting on resubmittal
SD2022-0026 Driveway 100 US 290	CL	100 US 290	The addition of new asphalt driveway including culvert extension to create access from Wallace St.	Waiting on resubmittal
SD2022-0027 Sawyer Ranch Lot 3A	CL	13341 W US 290	Lot 3A of the Sawyer Ranch at US 290 development. This consists of commercial buildings with parking, sidewalks, and utilities.	Waiting on resubmittal
SD2022-0028 Panda Express Revision	ETJ	12680 W US 290	Revision to the original site plan of Panda Express	Waiting on resubmittal
SD2022-0029 Headwaters Commercial East Phase 1 SP	CL	Headwaters Blvd.	Development of a preschool with associated utility infrastructure, storm infrastructure, parking lot improvements, and a water quality/detention pond that accounts for future developments	Waiting on resubmittal
SD2022-0030 Fire Station 62	ETJ	15850 FM 1826	Renovation of existing fire station and addition of paving around west side of building.	Waiting on resubmittal
SD2022-0031 WHIM Corporate Site Plan	CL	27950 RR12	The construction of the corporate HQ for WHIM along with the site improvements needed and as shown in the site plan.	Under Review
SD2022-0032 Driftwood Ranch Clubhouse	ETJ	17901 FM 1826	Clubhouse buildings and parking	Under Review
SD2022-0033 Hays County ESD EMS Station 72 - Heritage Oaks	ETJ	1 Heritage Oaks Drive	New ESD EMS Station	Waiting on resubmittal
SD2022-0034 HTeaO Revision	ETJ	12680 W US 290	Revision to the approved HTeaO site plan last year	Approved
SD2022-0035 100 Daisy Lane Site Plan	ETJ	100 Daisy Lane	A metal building for manufacturing, office, storage, tasting room for a distillery and associated paving	Under Review
SD2022-0036 Hays County ESD EMS Station 73 - RR 12	ETJ	31331 RR 12	New ESD EMS Station	Waiting on resubmittal
SD2022-0037 Burlebo	ETJ	149 American Way	Warehouse/office for business and distribution operation of Burlebo	Under Review

<i>Ongoing Projects</i>	
Comprehensive Plan	CPAC Scenario meetings on October 17th and 18th
Cannon East	Converted to Hilltop Vista
Cannon Mixed-Use	In Process

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69.999 acres, 160 of which are residential with an average lot size of 0.143 acres	Waiting on Resubmittal
SUB2021-0069 Cannon Ranch Ph 1 Construction Plans	CL	Cannon Ranch Road	Development of 122 residential lots with public roadways, utilities, and drainage features.	Approved with conditions
SUB2021-0071 Cannon Ranch OffSite Waterline	CL	Cannon Ranch Road	The construction of an offsite waterline that is approximately 4 acres	Under Review
SUB2021-0073 Hardy Preliminary Plat	CL	2901 W US 290	41 Residential lots on 39.341	Waiting for Resubmittal
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	Waiting for Resubmittal
SUB2022-0006 AHC Preliminary Plat (PDD11)	CL	27110 RR12	Platting 4 lots. Three lots for multifamily and one for ROW	Approved with conditions
SUB2022-0007 AHC Final Plat (PDD11)	CL	27111 RR12	Platting 4 lots. Three lots for multifamily and one for ROW	Approved with conditions
SUB2022-0008 Wild Ridge Preliminary Plat	CL	E US 290	Preliminary Plat for 863 residential lots and one commercial lot.	Approved
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0011 BR Subdivision MP	CL	26918 RR 12	Moratorium Exception Form	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Approved with conditions
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Approved with conditions
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0017 Rob Shelton - Cannon	CL	Rob Shelton Boulevard	Construction Plans	Approved with conditions
SUB2022-0019 Ladera Sub, Lot 2 Replat	ETJ	4630 W Hwy 290	Replat	Approved with conditions
SUB2022-0021 Headwaters at BC Phase 3 CP	ETJ	Intersection of Hazy Hills Loop and Roy Branch Road	Construction Plans	Approved with conditions
SUB2022-0023 Overlook at Bunker Ranch CP	CL	2004 Creek Road	Construction Plans for 12 single family lots with 1 drainage lot	Approved with conditions
SUB2022-0025 Driftwood Club Core Ph 5 CP	ETJ	Thurman Roberts Way	Condo Regime with nine (9) detached residential units	In Administrative Completeness
SUB2022-0026 101 Bob White Cove Replat	CL	101 Bob White	One lot into two lots	In Administrative Completeness
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0029 Vitoich Plaza, Lot 1 Replat	ETJ	Bell Springs Rd	From one lot to two lots	Approved with conditions
SUB2022-0030 Burke Subdivision, Lot 1A Replat		20650 FM 150	From one lot to two lots	Approved with conditions
SUB2022-0031 Patriots Hall AP	ETJ	231 Patriots Hall Blvd	Combining the existing 4 lots into 1 lot	Waiting for Resubmittal
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Waiting for Resubmittal
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Forcemains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater forcemains to connect with Dripping Springs WWTP	Waiting for Resubmittal
SUB2022-0037 Re-subdivision of Lot 2, Driftwood 967 Phase One FP	ETJ	Near the intersection of FM 1826 and FM 967	Replatting the already platted lot for mixed-use development. This is to be part of the Driftwood Development	Approved with conditions
SUB2022-0038 Hanelius Replat	ETJ	449 Twin Oaks Trl	From one lot to two lots	Waiting for Resubmittal
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of wick are residential and 1 will be landscaping	Waiting for Resubmittal
SUB2022-0041 Hays St Preliminary Plat	CL	Hays st	Preliminary Plat for 7 lots. Six of wick are residential and 1 will be landscaping	Waiting for Resubmittal
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	In Administrative Completeness
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0044 Arrowhead Ranch Phase 2D AP	CL	Arrowhead Ranch	Add the water quality buffer zone line to the plat.	Approved with conditions
SUB2022-0045 Ellington Estates MP	ETJ	206 Darden Hill Rd	Legalizing the lot	Under Review
SUB2022-0046 Kali Kate	ETJ	4550 FM 967	City of Dripping Springs and City of Buda Interlocal Agreement	Under Review
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Under Review