



DRIPPING SPRINGS  
Texas

# CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, January 18, 2022 at 6:00 PM

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## 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 April Harris Allison  
Council Member Place 5 Sherrie Parks

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

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
City Attorney Laura Mueller  
City Treasurer Shawn Cox  
City Secretary Andrea Cunningham  
Communications & Marketing Director Lisa Sullivan  
Parks & Community Services Director Kelly Schmidt  
Planning Director Howard Koontz  
Senior Planner Tory Carpenter  
Planning Assistant Warlan Rivera  
Planning & Zoning Commission Chair Mim James  
TIRZ Project Manager Keenan Smith

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### CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

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### PLEDGE OF ALLEGIANCE

### PROCLAMATIONS

- 1. Proclamation of the City of Dripping Springs Memorializing Wayne E. Smith. Sponsor:**  
*Mayor Foulds, Jr.*

### PRESENTATION OF CITIZENS

*A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained*

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

## **BOARD OF ADJUSTMENT**

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

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

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

### **BOARD OF ADJUSTMENT AGENDA**

- 2. Public hearing and consideration of approval of VAR2021-0022: an application for Special Exception to allow the expansion of a nonconforming structure located at 102 Bluff Street, Dripping Springs, Texas. Applicant: Joe Grasso, P.E.; Doucet & Associates.**
  - a. Applicant Presentation
  - b. Staff Report
  - c. Public Hearing
  - d. Special Exception

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## **CITY COUNCIL**

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### **CONSENT AGENDA**

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

- 3. Approval of the January 4, 2022, City Council regular meeting minutes.**



- 4. Approval of the December 2021 City Treasurer's Report.**
- 5. Approval of Parks & Community Services department seasonal program staff job descriptions for Coyote Kids Nature Camp. *Sponsor: Council Member Parks.***
- 6. Approval of a Resolution of the City of Dipping Springs, Texas, approving and accepting a construction bond for Driftwood Club Core Phase 1 water and wastewater.**
- 7. Approval of a Resolution of the City of Dipping Springs, Texas, approving and accepting a construction bond for Driftwood Club Core Phase 2 water and wastewater.**

## **BUSINESS AGENDA**

- 8. Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and HDR Engineering, Inc. related to the TIRZ Old Fitzhugh Road Project. *Sponsor: Mayor Pro Tem Manassian***
- 9. Discuss and consider approval of expenditure of funds on Rob Shelton Improvements as provided for in the Ashton Woods (Cannon) Off Site Road Agreement. *Applicant: Steven Pierce, Ashton Woods***
- 10. Consideration and discussion regarding approval of a Proposal for a City Hall Needs Assessment from HDR Engineering, Inc. and authorization of City Staff to negotiate and execute a Professional Services Agreement with HDR Engineering for a City Hall Needs Assessment and to issue Task Orders #1 and #2. *Sponsor: Mayor Foulds, Jr.***
- 11. 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.**
- 12. Discuss and consider selection of contractor and alternates from statements of qualifications for Comprehensive Planning services to update the City's Comprehensive Plan and authorize staff to finalize Professional Services Agreement with selected contractor. *Sponsor: Mayor Foulds, Jr.***
- 13. Discuss and consider approval of a Resolution and Agreement extending access to City health benefits to the Dripping Springs Visitors Bureau under current City contract with Texas Municipal League Health Benefits Pool. *Sponsor: Mayor Foulds, Jr.***
- 14. Discuss and consider approval of the Dripping Springs High School Baseball Booster Club's request for a street closure of Bluff Street and Wallace to host their annual washer tournament fundraiser on February 12, 2022. *Sponsor: Council Member Parks.***
- 15. Public hearing and consideration of approval of CUP2021-0006: an application for a Conditional Use Permit for an accessory dwelling unit at 106 Bonnie Drive, Dripping Springs, Texas. *Applicant: Todd Larsen***
  - a. Applicant Presentation
  - b. Staff Report
  - c. Public Hearing
  - d. Conditional Use Permit

- 16. Discuss and consider approval of Administrative Leave Request for Sherry Canady, Records Management Clerk. Sponsor: Mayor Foulds, Jr.**

## REPORTS

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

## 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.*

- 17. Consultation with City Attorney regarding legal issues related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals. Consultation with City Attorney, 551.071**
- 18. Consultation with City Attorney and deliberation regarding real property related to Village Grove project. Consultation with Attorney, 551.071; Deliberation regarding Real Property, 551.072**
- 19. Deliberation of Personnel Matters regarding the job description, compensation, benefits, and employment of the Records Management Clerk. Deliberation of Personnel Matters, 551.074**
- 20. Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project. Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072**

## UPCOMING MEETINGS

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

January 25, 2022, at 5:00 p.m. (Exceptions & Waivers)  
February 1, 2022, at 6:00 p.m. (CC & BOA)  
February 8, 2022, at 5:00 p.m. (Exceptions & Waivers)  
February 15, 2022, at 6:00 p.m. (CC)  
February 22, 2022, at 5:00 p.m. (Exceptions & Waivers)

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

January 20, 2022, Farmers Market Committee at 10:00 a.m.  
January 20, 2022, Emergency Management Commission at 12:00 p.m.  
January 24, 2022, Transportation Committee at 3:30 p.m.  
January 24, 2022, Founders Day Commission at 6:30 p.m.  
January 25, 2022, Planning & Zoning Commission at 6:00 p.m.

January 26, 2022, Economic Development Committee at 4:00 p.m.

**ADJOURN**

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

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on **January 14, 2022, at 1:00 p.m.***

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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.*



**PROCLAMATION OF THE CITY OF DRIPPING SPRINGS  
MEMORIALIZING WAYNE E. SMITH**

- WHEREAS,** the passing of Wayne E. Smith on January 2, 2022, has caused a deep void of sadness for his family and our community; and
- WHEREAS,** Wayne E. Smith moved to the City of Dripping Springs in the 1990s and became an active member of the community; and
- WHEREAS,** Wayne E. Smith served as Mayor of the City of Dripping Springs from May 12, 1998 to July 3, 2001; and
- WHEREAS,** Mayor Smith carefully oversaw a surge of growth in Dripping Springs that brought many new residential and commercial developments and included the annexation of 180 acres into the City Limits; and
- WHEREAS,** Mayor Smith helped the city grow and improve its parks system, including the acquisition and development of Dripping Springs Sports & Recreation Park and Karhan Park, and major improvements to Founders Memorial Park; and
- WHEREAS,** Mayor Smith oversaw the adoption of a new Sign Ordinance and the city’s first Lighting Ordinance, striking a path for the city to become the first International Dark Sky Community in Texas; and
- WHEREAS,** Mayor Smith led the city in managing growth through its first development agreements, including the Mak Foster Ranch Development Agreement for the Belterra subdivision; and
- WHEREAS,** Mayor Smith helped initiate the city’s efforts to provide a regional wastewater treatment plant and collection system; and
- WHEREAS,** Mayor Smith saw the needs of a growing City Staff and helped the city acquire property for a new City Hall;
- WHEREAS,** Mayor Smith inspired others to serve the community and created a Mayor’s Volunteer of the Month Award program to recognize citizens for their service to the community; and
- WHEREAS,** We as a community will mourn with the family and celebrate the life and contributions of Wayne E. Smith.

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

1. January 18, 2022 shall hereafter be known as “Wayne E. Smith Day” in Dripping Springs, Hays County, Texas.
2. The City calls upon all residents of Dripping Springs to recognize Wayne E. Smith’s life achievements and his legacy that he has left behind.
3. The City Secretary is hereby instructed to post this Proclamation at City Hall for Public Display, and enter this document into the permanent records of the municipality.

**PROCLAIMED this 18<sup>th</sup> day of January 2022.**

CITY OF DRIPPING SPRINGS

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

## OBITUARY

# Wayne Eugene Smith

JANUARY 24, 1939 – JANUARY 2, 2022

Wayne Eugene Smith went to be with his Lord and Savior at the age of 82 on January 2, 2022. He was born on January 24, 1939, in Winamac, Indiana to Lillian and Harvey Smith. Wayne married his high school sweetheart Marlene on June 14, 1958, and they moved to Indianapolis to start their life together. The two moved 50 times during their wonderful marriage of 61 years, before Marlene lost her battle with cancer.

Wayne began his career as a barber and later worked at Chrysler corporation. He could fix just about anything, and even built an entire house in Colorado Springs that came with an instruction kit. In the 70s, he was called into ministry with Child Evangelism Fellowship, where he worked in churches as an associate pastor and counselor.

Wayne was a bright light to so many; he was always encouraging-gentle, yet strong. He never failed to see the best in people and enjoyed helping anyone who needed it. The goal of Wayne's life was to lead others to Jesus Christ, and he was a "soul-winner" from a very young age. Even though he didn't have a platform or a pulpit to preach from, he led many to the Lord with his gentle comfort and kind character. Wayne Smith was such an example to everyone who had the privilege of knowing him, and he leaves behind an amazing legacy of his faith.

He is predeceased by his mother Lillian and father Harvey, his brother Harold, and his sister Francis Doty. His children are David Smith from Austin, Texas and his wife Julie, their two children, Thompson and his wife Hope, and their daughter Marley, and Bethany. His daughter Michelle Thompson from Dallas, Texas and her husband Bruce. Their three children are Rylie Bland and her husband Mark, Sidney Anglin and her husband Tanner, and their son Brody, Lily Hertel and her husband Noah. His son Mark Smith from Austin, Texas and his wife is Cindy. Their three children are Jes and his wife Annie, Whiatt and his wife Veronica, and their sons Gabriel and Elijah, Gracie and her husband Andrew, and their son Archie. His daughter Roena Stallsmith from Dallas, Texas and her husband Bob, and their son Joe.

A funeral service for Wayne will be held Saturday, January 22, 2022 at 10:00 AM at Cook-Walden/Capital Parks Funeral Home, Pflugerville. Following the service, he will be laid to rest at Cook-Walden/Capital Parks Cemetery.





# Planning and Zoning Commission

## Planning Department Staff Report

Item # 2.

**City Council:** January 18, 2022  
**Project No:** VAR2021-0022  
**Project Planner:** Tory Carpenter, Senior Planner

### Item Details

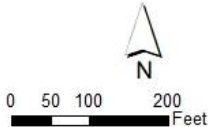
**Project Name:** 102 S Bluff Street Barn Expansion  
**Property Location:** 102 South Bluff Street, Dripping Springs, TX 78620  
**Legal Description:** W T CHAPMAN #5 LOT 1,2,3,4,7,8 BLK 1 9-2210-17-02 & 0.68  
**Applicant:** Joe Grasso, P.E.; Doucet & Associates  
**Property Owner:** Tejas Heritage Homes, LLC  
**Request:** Applicant is requesting a special exception to expand a nonconforming structure.



### Location Map

VAR2021-0022  
Barn Expansion

|                    |                  |
|--------------------|------------------|
|                    | Roads            |
| <b>City Limits</b> |                  |
|                    | Full Purpose     |
|                    | Parcels          |
|                    | Subject Property |



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

# Planning Department Staff Report

## Overview

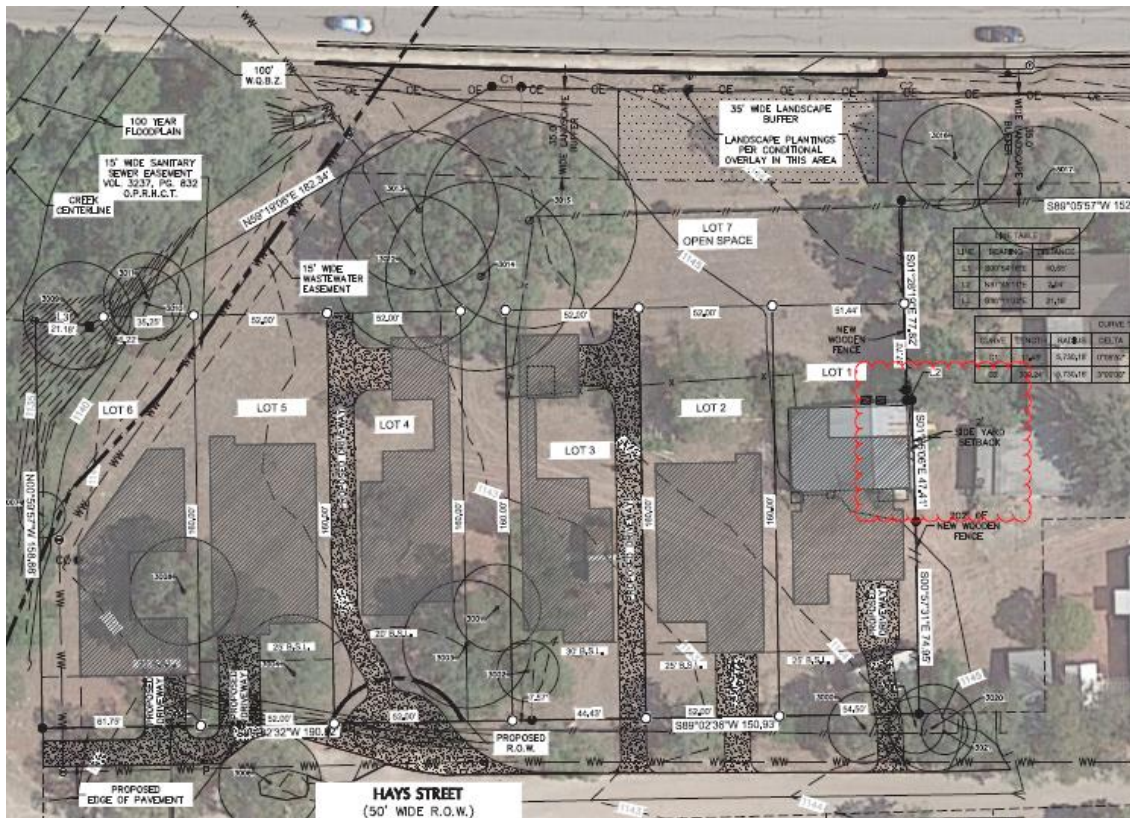
The applicant is requesting a special exception to allow the expansion of a nonconforming structure.

**2.24.1.** Upon written request of the property owner, the BOA may grant special exceptions to the provisions of section 2.A. (Nonconforming Uses), limited to the following, and in accordance with the following standards:

- (a) Expansion of a nonconforming use within an existing structure provided that, in the case of a nonconforming residential use, such expansion does not increase the number of dwelling units to more than the number existing when the use first became nonconforming; or
- (b) Expansion of the gross floor area of a nonconforming structure provided that such expansion does not decrease any existing setback; or
- (c) Change from one nonconforming use to another, reconstruction of a nonconforming structure that has been totally destroyed, or resumption of a nonconforming use previously abandoned, only upon finding that the failure to grant the special exception deprives the property owner of substantially all use or economic value of the land.

This request is associated with subpart (b) above, which allows expansion of a nonconforming structure provided that such expansion does not decrease any existing setback. The applicant is requesting to expand a barn and convert it into a single-family residence. This barn is currently 2 feet from the side property line; however, the expansion would meet the 5 foot required side setback.

## Surrounding Properties





## Planning Department Staff Report

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

| Direction | Zoning District  | Existing Use                                     | Future Land Use                      |
|-----------|--|--|--------------------------------------|
| North     | Government, Utility, Institutional (GUI), Commercial Services (CS) | City Hall, Office & Retail (Spring Bluff Center) | Not Shown on the Future Land Use Map |
| East      | General Retail with a Conditional Use Overlay                      | Existing residential uses                        |                                      |
| South     | Single-Family Attached Residential District (SF-5) Garden Home     | Garden Homes                                     |                                      |
| West      | Local Retail (LR)  | Commercial Development/ Vacant Building          |                                      |

### Property History

On November 11, 2021, the City Council approved a zoning amendment and conditional overlay which would allow development of this site of 6 single-family residences with a base zoning of SF-3.

The Planning & Zoning Commission recommended approval of this special exception at their meeting on December 28, 2021.

### Approval Criteria for Special Exceptions (2.22.2-Zoning Ordinance)

| Approval Criteria  | Staff Comments  |
|--|---|
| 1. there are special circumstances or conditions affecting the land involved such that the literal enforcement of the provisions of this Chapter would deprive the applicant of the reasonable use of the land; and                  | The interpretation of the code will not deprive the applicant of the reasonable use of the land, this is a special circumstance where the intent of the code is being met by providing the required amount of parking within 300ft of the property. |
| 2. the special exception is necessary for the preservation and enjoyment of a substantial property right of the applicant; and By preserving the natural features and topography of the land; and                                    | While the applicant could use the existing structure as is, this special exception is required to expand the structure and to convert it into a residence.  |
| 3. the granting of the special exception will not be detrimental to the public health, safety or welfare, or injurious to other property within the area; and  | The special exception will not be detrimental to the public health, safety, or welfare.   |
| 4. the granting of the special exception constitutes a minimal departure from this Chapter; and  | The granting of this special exception is a minimal since the expansion meets the required 5-foot side setbacks.  |
| 5. the subject circumstances or conditions giving rise to the alleged hardship are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property; and | There is no self-imposed hardship as this structure was constructed prior to current setback requirements.  |

|   |   |
|---|---|
| <p>6. Granting the special exception is in harmony with the spirit, general purpose, and intent of this Chapter so that:</p> <ul style="list-style-type: none"> <li>a. the public health, safety and welfare may be secured; and</li> <li>b. that substantial justice may be done.</li> </ul> | <p>The granting of this special exception is in harmony with the spirit, general purpose, and intent of this chapter.</p> |
|---|---|

Additionally, this request meets the requirement that the expansion not decrease any existing setbacks on the property.

## Summary

Based on the above findings staff believes that the intent of the code is being met, that the special exception will not cause any undue harm to the properties within the vicinity and recommends approval of the special exception.

## Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the Special Exception request.

|                            |   |
|----------------------------|---|
| Recommended Action         | Recommend approval of the requested special exception with staff and any additional conditions deemed necessary by the Commission |
| Alternatives/Options       | Recommend denial of the special exception; recommend approval of the special exception with no or alternate conditions.           |
| Budget/Financial impact    | N/A   |
| Public comments            | None received at this time  |
| Enforcement Issues         | N/A   |
| Comprehensive Plan Element | N/A   |



September 8, 2022

Ms. Laura Mueller  
Dripping Springs City Attorney  
511 Mercer St.  
PO Box 384  
Dripping Springs, TX 78620

Re: Haydon Property at 102 Bluff St. Re-Zoning  
Formerly City Case No. ZA2021-0003

Dear Ms. Mueller,

This letter is to serve as a formal request to the City for consideration of a zoning amendment of approximately 1.85 acres of property currently owned by the Haydon family on Hays Street in the Original Town of Dripping Springs. The Haydon's desire is to rezone the property from it's current SF-4 designation to SF-3 to allow for the construction of 6 single family detached residential lots. The applicant's intent is to match the local building architectural vernacular, to save as many existing trees as possible and to re-purpose the Haydon Barn, believed to be built pre-WW2.

The most recent homes constructed in the area are across Hays Street to the south of this property. These were designed and built by architect Jim Polkinghorn, and if allowed to proceed, the homes built on the property under consideration will also be designed and built by Jim. Mr Polkinghorn's design will be in the same style, using similar materials and colors as those he built previously. A conceptual street elevation of the six homes is attached. Mr Polkinghorn, if structurally possible, will save the Haydon barn by incorporating it into the design of the home located on the easternmost lot. A conceptual site plan is attached showing the location of the lot lines and the proposed homes.

There are several large live oak and cedar elm trees on the property. These trees will be considered when laying out lot lines on the subdivision plat; and the placement of the homes will be such that most, if not all trees will be saved. The trees and home footprints can be seen on the conceptual site plan. There is a large hackberry tree on the property that will be in the back yard of Lot 2. While hackberries are not always considered valuable trees, this tree is unusually large for a hackberry and will be saved.

The subdivision plat, to be submitted following the approval of the zoning amendment, will consist of 7 lots. Six of the lots will be for the six homes and the 7<sup>th</sup> lot will be an open space lot to the north of the rear of the homes. Lot 7 will not be built on, except for perhaps park amenities and trails, and will serve as a buffer between the residential lots and US 290 right-of-way. The subdivision plat will include a 35-foot-wide buffer zone adjacent and parallel to the 290 right-of-way. The existing trees will serve as a visual landscape screen between the road and the lots. However, in areas where there are no trees, the landscape buffer will be planted in accordance with the zoning conditional overlay.



**DOUCET**

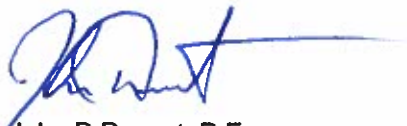
7401B Highway 71 West, Item # 2.  
Austin, TX 78733  
Office: 512.583.2600  
Fax: 512.583.2601  
DoucetEngineers.com

The Haydon barn is an existing structure that is 2 feet from the existing property line. As stated above, it is the applicant's intent to incorporate the barn into the home on Lot 1. To accomplish this, the existing structure will not conform to the required side yard setback. Notwithstanding, any addition to the existing structure will meet the required 5 ft setback and if the barn is ever removed, new constructing will meet setbacks. We request that this is acknowledged and allowed for in the conditional overlay.

As you know, P&Z has seen this project before, but we withdrew the application to give the City and the applicant time to understand the project better. We are now respectfully requesting to be placed on the September 28th P&Z agenda followed by the City Council on October 5<sup>th</sup>.

Please let me know if you have any questions or require additional information. Thank you.

Sincerely,



John D Doucet, P.E.

- Attachments:
- i. Application for Zoning Amendment
  - ii. Conceptual Plan with Aerial Imagery
  - iii. Conceptual Site Plan w/o Aerial Imagery
  - iv. Tree Survey
  - v. Previous Public Notice for July 27, 2021 PZ Commission Meeting
  - vi. Previous Staff Report for July 27, 2021 PZ Commission Meeting
  - vii. Draft Zoning Ordinance
  - viii. Conceptual Street Elevation of Homes
  - ix. Suggested Redlined Changes of Zoning Ordinance

Copy: Jim Polkinghorn  
Mr. and Ms. Charlie Haydon  
Mr. and Ms. Robert Haydon



**DRIPPING SPRINGS**  
Texas

Item # 2.

**City of Dripping Springs**

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

512.858.4725 • cityofdrippingsprings.com

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

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

**CONTACT INFORMATION**

PROPERTY OWNER NAME Tejas Heritage Homes, LLC  
STREET ADDRESS 7401B Hwy 71 W., Ste. 160  
CITY Austin STATE TX ZIP CODE 78735  
PHONE 512-517-3485 EMAIL jdoucet@doucetengineers.com

APPLICANT NAME Joe Grasso, P.E., CPESC  
COMPANY Doucet  
STREET ADDRESS 7401B Hwy 71 W., Ste. 160  
CITY Austin STATE TX ZIP CODE 78735  
PHONE 512-583-2636 EMAIL jgrasso@doucetengineers.com

**APPLICATION TYPE**

ALTERNATIVE STANDARD                       VARIANCE

SPECIAL EXCEPTION                                       WAIVER

## PROPERTY INFORMATION

|                           |  |
|---------------------------|--|
| PROJECT NAME              | Hays Street Subdivision  |
| PROPERTY ADDRESS          | 102 S Bluff St.  |
| CURRENT LEGAL DESCRIPTION | See metes & bounds description from attached deed  |
| TAX ID#                   | R23586, R26715   |
| LOCATED IN                | <input checked="" type="checkbox"/> CITY LIMITS<br><input type="checkbox"/> EXTRATERRITORIAL JURISDICTION<br><input checked="" type="checkbox"/> HISTORIC DISTRICT OVERLAY |

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

Request for variance to Section 3.5.4 of the side yard setback requirements for SF-3 zoning district within the Hays Street History Overlay District. The current side yard setback is 5 feet. We request the side yard setback for the easternmost lot of the proposed Hays Street Subdivision be reduced to 2 feet in order to save and repurpose the existing barn, believed to be built pre-WW2.

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

As this development is located within a historic overlay district, we are proposing a site plan that preserves as many of the existing trees and historic features as possible. In order to save the historic barn, which is located less than 5 feet from the easternmost lot line, a variance reducing the required setback to 2 feet is required. The trees and home footprints, including the home which will incorporate the barn, are shown on the enclosed conceptual plan with aerial overlay.

- 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:

The proposed home that will be built on this easternmost lot will incorporate the historic barn into the design of the home. If the barn is deemed to not be structurally sound or if the barn is ever removed, new construction will meet standard approved setbacks for this zoning district. The architect responsible for the design of these homes also designed the homes most recently built adjacent to this area and has incorporated the same style, similar colors and materials to match the local building aesthetic. See attached conceptual street elevation of the homes.

**APPLICANT'S SIGNATURE**

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Joe Grasso, P.E., CPESC 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. \_\_\_\_\_, Document No. 21062587)

[Signature]  
Name  
Member  
Title

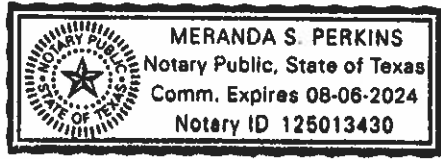
STATE OF TEXAS            §  
  §  
COUNTY OF HAYS         §

This instrument was acknowledged before me on the 15<sup>th</sup> day of November, ~~201~~<sup>2021</sup> by John Doucet

[Signature]  
Notary Public, State of Texas

My Commission Expires: 8/06/2024

Joe Grasso  
Name of Applicant





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

Joe Arans  
Applicant Signature

11/12/2021  
Date

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

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



### BILLING CONTACT FORM

Project Name: Hays Street Subdivision

Project Address: 102 S Bluff St

Project Applicant Name: Joe Grasso, P.E., CPESC / Doucet

#### Billing Contact Information

Name: Doucet

Mailing Address: 7401B Hwy. 71 W., Ste. 160  
Austin, TX 78735

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

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

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

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

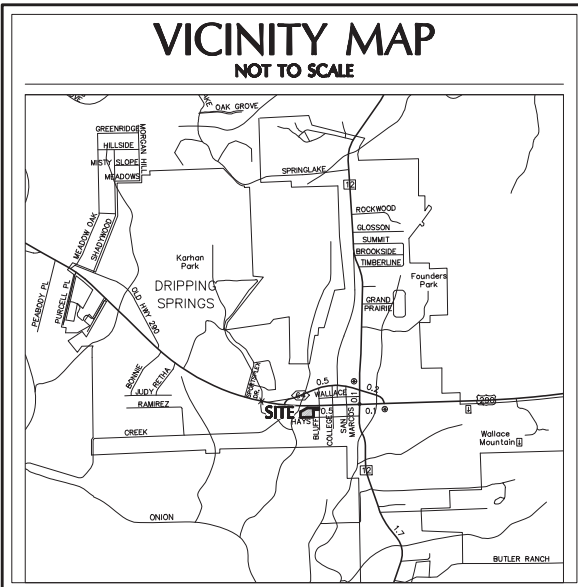
  
Signature of Applicant

11/12/2021  
Date



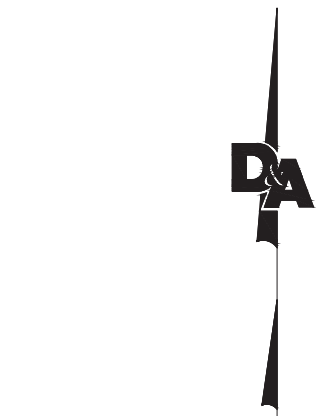


# CONCEPTUAL SITE PLAN OF 1.855 ACRES OF THE HAYS STREET SUBDIVISION HAYS COUNTY, TEXAS



### LEGEND

|  |                                     |  |   |
|--|-------------------------------------|--|---|
|  | PROPERTY LINE                       |  | SERVICE POWER POLE SIGN [AS NOTED]          |
|  | EXISTING EASEMENT                   |  | POWER POLE                                  |
|  | ADJOINER PROPERTY LINE              |  | DOWN GUY                                    |
|  | OVERHEAD ELECTRIC                   |  | BENCHMARK FOUND                             |
|  | EXISTING WIRE FENCE                 |  | COTTON SPINDLE FOUND                        |
|  | EXISTING WOOD FENCE                 |  | ELECTRIC TRANSFORMER                        |
|  | RIGHT OF WAY TYPE II MONUMENT FOUND |  | IRRIGATION CONTROL VALVE                    |
|  | NAIL FOUND                          |  | MAILBOX                                     |
|  | CLEAN OUT                           |  | WASTEWATER MANHOLE                          |
|  | ELECTRIC PULL BOX                   |  | DOC. NO.                                    |
|  | AIR CONDITIONING UNIT               |  | VOLUME                                      |
|  | MARKER POST [AS NOTED]              |  | PAGE  |
|  | WATER VALVE                         |  | OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS |
|  | WATER METER                         |  | DEED RECORDS, HAYS COUNTY, TEXAS            |
|  | STORM SEWER MANHOLE                 |  | RECORD INFORMATION                          |
|  | TELEPHONE PEDESTAL                  |  |   |



**CONTROL NOTE:**  
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.00008.  
UNITS: US SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

**TREE SURVEY NOTE:**  
THE CANOPY/ROOT ZONE (RZ) SHOWN HEREON WERE DETERMINED BY USING THE FORMULA OF TREE DIAMETER (IN INCHES) X 2 = CANOPY/ROOT ZONE (IN FEET). MULTI-TRUNK TREE DIAMETER WAS DETERMINED BY THE SUM OF THE PRIMARY TRUNK DIAMETER (IN INCHES) PLUS HALF THE DIAMETER (IN INCHES) OF EACH ADDITIONAL TRUNK.

**UTILITY NOTE:**  
SOME POSSIBLE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN HEREON AS A PRECAUTIONARY MEASURE BASED UPON OBSERVED SURVEY LOCATIONS. DOUCET & ASSOCIATES DOES NOT TAKE RESPONSIBILITY FOR DETERMINING THE DEPTH OR LOCATION OF UNDERGROUND UTILITIES WITHIN OR AROUND THE SUBJECT SITE. ALL UTILITIES SHOULD BE FIELD VERIFIED AND CHECKED BY CONTRACTOR.

| TREE TABLE |          |           |         |          |
|------------|----------|-----------|---------|----------|
| NUMBER     | SIZE(IN) | SPECIES   | CRZ(FT) | MT(IN)   |
| 3000       | 14"      | CEDAR ELM | 28'     |          |
| 3001       | 17"      | CEDAR ELM | 34'     |          |
| 3002       | 12"      | CEDAR ELM | 24'     |          |
| 3003       | 25"      | LIVE OAK  | 50'     |          |
| 3004       | 23"      | LIVE OAK  | 46'     | 18 17    |
| 3005       | 13"      | CEDAR ELM | 26'     |          |
| 3006       | 20"      | CEDAR ELM | 40'     |          |
| 3007       | 9"       | CEDAR ELM | 18'     |          |
| 3008       | 21"      | CEDAR ELM | 42'     |          |
| 3009       | 21"      | CEDAR ELM | 42'     |          |
| 3010       | 14"      | CEDAR ELM | 28'     |          |
| 3011       | 17"      | CEDAR ELM | 34'     |          |
| 3012       | 30"      | LIVE OAK  | 60'     |          |
| 3013       | 31"      | LIVE OAK  | 62'     | 25 15    |
| 3014       | 37"      | LIVE OAK  | 74'     | 21 20 15 |
| 3015       | 42"      | LIVE OAK  | 84'     |          |
| 3016       | 21"      | LIVE OAK  | 42'     |          |
| 3017       | 24"      | LIVE OAK  | 48'     |          |
| 3018       | 24"      | LIVE OAK  | 48'     |          |
| 3019       | 11"      | LIVE OAK  | 22'     |          |
| 3020       | 17"      | LIVE OAK  | 34'     |          |
| 3021       | 9"       | CEDAR ELM | 18'     |          |



| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | S00°54'18"E | 40.65'   |
| L2         | N87°45'11"E | 2.04'    |
| L3         | S86°11'03"E | 21.18'   |

| CURVE TABLE |         |           |          |               |              |
|-------------|---------|-----------|----------|---------------|--------------|
| CURVE       | LENGTH  | RADIUS    | DELTA    | CHORD BEARING | CHORD LENGTH |
| C1          | 11.45'  | 5,730.18' | 0°06'52" | S88°53'57"E   | 11.45'       |
| C2          | 300.24' | 5,730.18' | 3°00'08" | S89°45'14"E   | 300.21'      |

BLUFF STREET  
(50' WIDE R.O.W.)  
(NO RECORD INFORMATION FOUND.)

**HAYS STREET**  
(50' WIDE R.O.W.)  
(VOL. 58, PG. 634, D.R.H.C.T.)

**DA DOUCET & ASSOCIATES**  
Civil Engineering - Planning - Geospatial  
7401 B. Highway 71 W, Suite 160  
Austin, Texas 78735, Phone: (512)-583-2600  
www.doucetengineers.com  
TBPELS Firm #10105800 / TBPE Firm #3937

|              |            |
|--------------|------------|
| Date:        | 8-27-2021  |
| Scale:       | 1"=40'     |
| Drawn by:    | JRT        |
| Reviewer:    | JB         |
| Project:     | N/A        |
| Sheet:       | 1 of 1     |
| Field Book:  | 541        |
| Party Chief: | BSS        |
| Survey Date: | 08-10-2020 |





**CITY COUNCIL REGULAR MEETING**  
**City of Dripping Springs**  
**Council Chambers, 511 Mercer St, Dripping Springs, TX**  
**Tuesday, January 04, 2022 at 6:00 PM**

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**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 April Harris Allison  
 Council Member Place 5 Sherrie Parks

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

City Administrator Michelle Fischer  
 Deputy City Administrator Ginger Faught  
 City Attorney Laura Mueller  
 City Treasurer Shawn Cox  
 City Secretary Andrea Cunningham  
 Communications & Marketing Director Lisa Sullivan  
 Emergency Management Coordinator Roman Baligad  
 Planning Director Howard Koontz  
 Senior Planner Tory Carpenter  
 Planning Assistant Warlan Rivera

**PLEDGE OF ALLEGIANCE**

Council Member Harris-Allison 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.

### CONSENT AGENDA

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

1. **Approval of the December 21, 2021, City Council regular meeting minutes.**
2. **Approval of a Resolution of the City of Dipping Springs, Texas, approving and accepting a construction bond for Driftwood Golf and Ranch Club Subdivision Phase 3 water and wastewater.** Applicant: David Rhoades, Driftwood Golf and Ranch Club

**Filed as Resolution No 2022-R01**

3. **Approval of an Interlocal Agreement with the Emergency Services Districts and Hays County law enforcement agencies for use of City fuel station at the Dripping Springs Ranch Park and providing for reimbursement for fuel.** Sponsor: Councilmember Allison.

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda items 1 – 3. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

### MORATORIUM WAIVERS

4. **Discuss and consider approval of a Waiver Application from the temporary development moratorium for the Julep Commercial Development.** Applicant: Aaron Googins

**a. Presentation** – Applicant Aaron Googins was present and available for questions.

**b. Staff Report** – Tory Carpenter presented the staff report which is on file. Staff recommends approval of the waiver application.

**c. Waiver Application** – A motion was made by Council Member King to approve a Waiver Application from the temporary development moratorium for the Julep Commercial Development. Council Member Tahuahua seconded the motion which carried 4 to 1, with Mayor Pro Tem Manassian opposed.

5. **Discuss and consider approval of a Waiver Application from the temporary development moratorium for the 5307 Bell Springs Commercial Development.**  
*Applicant: Travis Flake*

**a. Presentation** – Applicant Travis Flake was present and available for questions.

**b. Staff Report** – Tory Carpenter presented the staff report which is on file. Staff recommends approval of the waiver application.

**c. Waiver Application** – A motion was made by Council Member King to approve a Waiver Application from the temporary development moratorium for the 5307 Bell Springs Commercial Development. Council Member Tahuahua seconded the motion which carried 4 to 1, with Mayor Pro Tem Manassian opposed.

## BUSINESS AGENDA

6. **Discuss and consider approval of a Resolution adopting an Amended 1445 Agreement with Hays County as it relates to subdivision and platting in the extraterritorial jurisdiction of the City of Dripping Springs in Hays County, Texas.** *Sponsor: Mayor Foulds, Jr.*

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

A motion was made by Council Member Harris-Allison to approve a Resolution adopting an Amended 1445 Agreement with Hays County as it relates to subdivision and platting in the extraterritorial jurisdiction of the City of Dripping Springs in Hays County, Texas. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

**Filed as Resolution No. 2022-R02**

7. **Discuss and consider approval of Amendments to the Wastewater Service & Fee Agreement between the City of Dripping Springs and DS Joint Venture, LP related to changes to planning and wastewater due dates.** *Applicant: Kim Nettles, DS Joint Venture, LP*

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

A motion was made by Council Member King to approve Amendments to the Wastewater Service & Fee Agreement between the City of Dripping Springs and DS Joint Venture, LP related to changes to planning and wastewater due dates. Council Member Parks seconded the motion which carried unanimously 5 to 0.

8. **Discuss and consider approval of City of Dripping Springs 2021 Pandemic Influenza Plan for city staff.** *Sponsor: Councilmember Allison.*

Roman Baligad presented staff report which is on file. Staff recommends approval of the plan.



A motion was made by Council Member Harris-Allison to approve the City of Dripping Springs 2021 Pandemic Influenza Plan for city staff. Council Member King 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.

- 9. Transportation Committee Report**  
*Travis Crow, Committee Chair*
- 10. Economic Development Committee Report**  
*Kim Fernea, Committee Chair*
- 11. Moratorium Report**  
*Laura Mueller, City Attorney*
- 12. Emergency Management Commission Report**  
*Roman Baligad, Emergency Management Coordinator*
- 13. Mercer Street Improvements Report**  
*Aaron Reed, Public Works Director*

## EXECUTIVE SESSION AGENDA

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

- 14. Consultation with City Attorney regarding legal issues related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals. 551.071, Consultation with City Attorney**
- 15. Consultation with City Attorney regarding legal issues related to an Amended Interlocal Agreement with Hays County as it relates to subdivision review in the extraterritorial jurisdiction. 551.071, Consultation with Attorney**

The City Council did not meet in Executive Session.

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

January 11, 2022, at 5:00 p.m. (Waivers)

January 18, 2022, 6:00 p.m. (CC)  
 January 25, 2022, at 5:00 p.m. (Waivers)  
 February 1, 2022, at 6:00 p.m. (CC & BOA))  
 February 8, 2022, 5:00 p.m. (Waivers)  
 February 15, 2022, at 6:00 p.m. (CC)  
 February 22, 2022, at 5:00 p.m. (Waivers)

**Board, Commission & Committee Meetings**

January 5, 2022, Dripping Springs Ranch Park Board at 12:00 p.m.  
 January 10, 2022, TIRZ No. 1 & No. 2 Board at 4:00 p.m.  
 January 10, 2022, Founders Day Commission at 6:30 p.m.  
 January 11, 2022, Planning & Zoning Commission at 6:00 p.m.  
 January 12, 2022, Utility Commission at 4:00 p.m.  
 January 13, 2022, Historic Preservation Commission at 4:00 p.m.

**ADJOURN**

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

This regular meeting adjourned at 6:55 p.m.

**APPROVED ON:** January 18, 2022

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary

**DRIPPING SPRINGS**  
Texas

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

**From:** Shawn Cox, Finance Director/City Treasurer 

**Date:** January 18, 2022

**RE:** December 2021 City Treasurer's Report

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**General Fund:**

The General Fund received **\$619,309.32** in revenues for December. This includes \$298,696.73 in Sales Tax, of which \$222,553.90 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements. This represents a 0.38% decrease from December 2020. Additionally, \$112,399.01 was collected in Ad Valorem Tax. A total of \$97,611.30 was collected in Building Code Fees and \$55,122.00 was collected in Zoning Fees.

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

- 100-000-62009: Human Resources Consultant – Currently only 34.79% remains in this line item. The City is utilizing City Hall Essentials to conduct an employee survey. Funding for this works was budgeted in this line item. The survey started in October 2021. This line item is not expected to exceed the \$10,000.00 budget.
- 100-400-63004: Dues, Fees & Subscriptions – This line item is related to dues, fees, and subscriptions for the Parks Department. Currently it is over budget by 7.24% (\$96.90). The City had anticipated to start implementing Productive Parks, a parks maintenance software in FY 2021. Unfortunately, we were unable to do so. The subscription costs, which were planned to be paid last year, are being paid this year. The Parks Department will be using savings from other line items and will propose the necessary amendments in a future budget amendment.
- 100-400-65011: Sports & Rec Park Water – Currently only 44.02% of this line item remains. However, under an agreement with the Dripping Springs Youth Sports Association (DSYSA), the City covers the first \$13,000.00 for water expenses. Any further expenditures are reimbursed by DSYSA for their use of the water for the soccer fields. This line item is not expected to exceed the \$14,500.00 budget.
- 100-400-65012: Sports & Rec Park Electricity – This line item is currently over budget by 44.41% (\$532.96). However, similar to the agreement for water noted above, the City has an agreement with DSYSA for the reimbursement of electricity. DSYSA is invoiced quarterly. The payments received will be applied to this line item. This line item is not expected to exceed the \$1,200.00 budget.

**Wastewater Utility Fund:**

For December, **\$151,995.03** was received in revenues. However, of the total received, \$151,992.48 was related to the Headwaters MUD utility agreement, and was transferred out. The City did not receive payment in December from the Dripping Springs Water Supply Corporation for water revenues from November. We have reached out and expect the



**DRIPPING SPRINGS**  
Texas

payment to be made this month (January). Additionally, the transfer of Sales Tax allocations for December was made at the beginning of January 2022. The sales tax allocation for December was \$59,739.35.

Wastewater expenditures are in line with the approved budget. Some line items of note include:

- 400-300-63029: Sanitary Sewer Line Maintenance – The \$15,203.52 spent from this line item was for work completed in September 2021. It is being adjusted to apply those expenditures to FY 2021. They were budgeted and include in the end of year amendment.
- 400-300-64003; Uniforms – Currently 55.87% has been spent from this line item. All current Wastewater employee uniforms have been ordered. While there is still one position open this line item is not expected to exceed the \$2,800.00 budget.

**Dripping Springs Ranch Park (DSRP):**

**\$17,857.30** in revenues were collected for December. This includes \$3,070.00 in RV Site Rental Fees, \$10,712.50 in Facility Rental Fees, and \$1,806.29 in Riding Series Revenues.

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

- 200-401-64015: Park Program & Event Supplies – This line item is currently over budget by 50.16% (\$6,996.96). However, these current expenses are directly related to the Riding Series Program and are being offset by Riding Series Revenues. Previously these expenditures would have hit against the revenue account. Finance and the DSRP are working to ensure the correct expenditures are budgeted, and the line item will be adjusted accordingly in a future budget amendment.

**Banking:**

On December 31<sup>st</sup>, the City's cash balances were **\$21.053 Million**. This is a 1.8% decrease from the previous month's cash balances. Not receiving a payment for Water Revenues, and an interest payment of \$29,301.50 being made on the Series 2019 Bond provide a partial explanation for the reduction in cash balances. A total of **\$21,433.03** was collected in interest revenues for the Month of December.



Dripping Springs, TX

# Budget Report Account Summary

Item # 4.

For Fiscal: 2021-2022 Period Ending: 12/31/2021

**Fund: 100 - General Fund**

|   |                                     | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|---|-------------------------------------|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| <b>Expense</b>  |                                     |                          |                         |                    |                    |  |                      |
| <b>Department: 000 - Undesignated</b>                                 |                                     |                          |                         |                    |                    |  |                      |
| <a href="#">100-000-60000</a>   | Salaries                            | 2,249,643.70             | 2,249,643.70            | 0.00               | 0.00               | 2,249,643.70                           | 100.00 %             |
| <a href="#">100-000-61000</a>   | Health Insurance                    | 224,269.22               | 224,269.22              | 29,678.20          | 87,763.43          | 136,505.79                             | 60.87 %              |
| <a href="#">100-000-61001</a>   | Dental Insurance                    | 14,498.88                | 14,498.88               | 0.00               | 0.00               | 14,498.88                              | 100.00 %             |
| <a href="#">100-000-61002</a>   | Medicare                            | 0.00                     | 0.00                    | 0.00               | 16.01              | -16.01                                 | 0.00 %               |
| <a href="#">100-000-61003</a>   | Social Security                     | 0.00                     | 0.00                    | 0.00               | 68.45              | -68.45                                 | 0.00 %               |
| <a href="#">100-000-61005</a>   | Federal Withholding                 | 180,413.74               | 180,413.74              | 0.00               | 0.00               | 180,413.74                             | 100.00 %             |
| <a href="#">100-000-61006</a>   | TMRS                                | 133,118.97               | 133,118.97              | 0.00               | 66.24              | 133,052.73                             | 99.95 %              |
| <a href="#">100-000-62009</a>   | Human Resources Consultant          | 10,000.00                | 10,000.00               | 218.75             | 6,520.93           | 3,479.07                               | 34.79 %              |
| <a href="#">100-000-63004</a>   | Dues, Fees & Subscriptions          | 30,000.00                | 30,000.00               | 4,241.13           | 5,502.48           | 24,497.52                              | 81.66 %              |
| <a href="#">100-000-63005</a>   | Training/Continuing Education       | 83,623.90                | 83,623.90               | 2,875.12           | 5,597.14           | 78,026.76                              | 93.31 %              |
| <a href="#">100-000-64000</a>   | Office Supplies                     | 25,000.00                | 25,000.00               | 2,103.89           | 4,323.45           | 20,676.55                              | 82.71 %              |
| <a href="#">100-000-64004</a>   | Office Furniture and Equipment      | 6,000.00                 | 6,000.00                | 0.00               | 0.00               | 6,000.00                               | 100.00 %             |
| <a href="#">100-000-66002</a>   | Postage & Shipping                  | 3,200.00                 | 3,200.00                | 118.08             | 618.98             | 2,581.02                               | 80.66 %              |
| <a href="#">100-000-68004</a>   | Animal Control                      | 3,400.00                 | 3,400.00                | 0.00               | 0.00               | 3,400.00                               | 100.00 %             |
| <a href="#">100-000-69002</a>   | Economic Development                | 10,000.00                | 10,000.00               | 0.00               | 10,000.00          | 0.00                                   | 0.00 %               |
| <a href="#">100-000-70001</a>   | Mileage                             | 2,000.00                 | 2,000.00                | 0.00               | 0.00               | 2,000.00                               | 100.00 %             |
| <a href="#">100-000-70002</a>   | Contingencies/Emergency Fund        | 50,000.00                | 50,000.00               | 0.00               | 315.00             | 49,685.00                              | 99.37 %              |
| <a href="#">100-000-70003</a>   | Other Expenses                      | 10,000.00                | 10,000.00               | 59.00              | 937.37             | 9,062.63                               | 90.63 %              |
| <a href="#">100-000-70009</a>   | Coronavirus Local Fiscal Recovery F | 0.00                     | 56,146.39               | 23.99              | 23.99              | 56,122.40                              | 99.96 %              |
| <a href="#">100-000-90000</a>   | Transfer to Reserve Fund            | 200,000.00               | 200,000.00              | 0.00               | 0.00               | 200,000.00                             | 100.00 %             |
| <a href="#">100-000-90002</a>   | Transfer to TIRZ                    | 450,244.23               | 450,244.23              | 0.00               | 0.00               | 450,244.23                             | 100.00 %             |
| <a href="#">100-000-90005</a>   | Transfer to DSRP                    | 75,000.00                | 75,000.00               | 0.00               | 0.00               | 75,000.00                              | 100.00 %             |
| <a href="#">100-000-90013</a>   | Transfer to Vehicle Replacement Fu  | 25,462.00                | 25,462.00               | 0.00               | 0.00               | 25,462.00                              | 100.00 %             |
| <b>Department: 000 - Undesignated Total:</b>                          |                                     | <b>3,785,874.64</b>      | <b>3,842,021.03</b>     | <b>39,318.16</b>   | <b>121,753.47</b>  | <b>3,720,267.56</b>                    | <b>96.83%</b>        |
| <b>Department: 100 - City Council/Boards &amp; Commissions</b>        |                                     |                          |                         |                    |                    |  |                      |
| <a href="#">100-100-62010</a>   | Miscellaneous Consultant            | 7,500.00                 | 7,500.00                | 520.00             | 520.00             | 6,980.00                               | 93.07 %              |
| <a href="#">100-100-69000</a>   | Family Violence Center              | 7,000.00                 | 7,000.00                | 0.00               | 0.00               | 7,000.00                               | 100.00 %             |
| <a href="#">100-100-69008</a>   | Land Acquisition                    | 10,000.00                | 10,000.00               | 0.00               | 0.00               | 10,000.00                              | 100.00 %             |
| <b>Department: 100 - City Council/Boards &amp; Commissions Total:</b> |                                     | <b>24,500.00</b>         | <b>24,500.00</b>        | <b>520.00</b>      | <b>520.00</b>      | <b>23,980.00</b>                       | <b>97.88%</b>        |
| <b>Department: 101 - City Administrators Office</b>                   |                                     |                          |                         |                    |                    |  |                      |
| <a href="#">100-101-60000</a>   | Regular Employees                   | 0.00                     | 0.00                    | 55,152.05          | 123,264.56         | -123,264.56                            | 0.00 %               |
| <a href="#">100-101-60002</a>   | Overtime                            | 0.00                     | 0.00                    | 153.98             | 211.00             | -211.00                                | 0.00 %               |
| <a href="#">100-101-61000</a>   | Health Insurance                    | 0.00                     | 0.00                    | 2,534.31           | 5,912.56           | -5,912.56                              | 0.00 %               |
| <a href="#">100-101-61001</a>   | Dental Insurance                    | 0.00                     | 0.00                    | 208.44             | 486.36             | -486.36                                | 0.00 %               |
| <a href="#">100-101-61002</a>   | Medicare                            | 0.00                     | 0.00                    | 748.54             | 1,665.81           | -1,665.81                              | 0.00 %               |
| <a href="#">100-101-61003</a>   | Social Security                     | 0.00                     | 0.00                    | 841.05             | 4,763.07           | -4,763.07                              | 0.00 %               |
| <a href="#">100-101-61006</a>   | TMRS                                | 0.00                     | 0.00                    | 3,318.36           | 7,408.53           | -7,408.53                              | 0.00 %               |
| <b>Department: 101 - City Administrators Office Total:</b>            |                                     | <b>0.00</b>              | <b>0.00</b>             | <b>62,956.73</b>   | <b>143,711.89</b>  | <b>-143,711.89</b>                     | <b>0.00%</b>         |
| <b>Department: 102 - City Secretary</b>                               |                                     |                          |                         |                    |                    |  |                      |
| <a href="#">100-102-60000</a>   | Regular Employees                   | 0.00                     | 0.00                    | 9,730.76           | 21,846.14          | -21,846.14                             | 0.00 %               |
| <a href="#">100-102-60001</a>   | Part-time Employees                 | 0.00                     | 0.00                    | 1,012.27           | 3,311.11           | -3,311.11                              | 0.00 %               |
| <a href="#">100-102-61000</a>   | Health Insurance                    | 0.00                     | 0.00                    | 839.70             | 1,958.76           | -1,958.76                              | 0.00 %               |
| <a href="#">100-102-61001</a>   | Dental Insurance                    | 0.00                     | 0.00                    | 52.11              | 121.59             | -121.59                                | 0.00 %               |
| <a href="#">100-102-61002</a>   | Medicare                            | 0.00                     | 0.00                    | 154.04             | 360.73             | -360.73                                | 0.00 %               |
| <a href="#">100-102-61003</a>   | Social Security                     | 0.00                     | 0.00                    | 658.72             | 1,542.60           | -1,542.60                              | 0.00 %               |
| <a href="#">100-102-61004</a>   | Unemployment                        | 0.00                     | 0.00                    | 3.35               | 31.82              | -31.82                                 | 0.00 %               |
| <a href="#">100-102-61006</a>   | TMRS                                | 0.00                     | 0.00                    | 583.86             | 1,310.80           | -1,310.80                              | 0.00 %               |
| <a href="#">100-102-62000</a>   | Municipal Election                  | 8,000.00                 | 8,000.00                | 0.00               | 0.00               | 8,000.00                               | 100.00 %             |

Budget Report

For Fiscal: 2021-2022 Period Ending Item # 4. 1

|  |                                     | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|--|-------------------------------------|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| <a href="#">100-102-62018</a>                  | Code Publication                    | 5,350.00                 | 5,350.00                | 0.00               | 0.00               | 5,350.00                               | 100.00 %             |
| <a href="#">100-102-66003</a>                  | Public Notices                      | 6,000.00                 | 6,000.00                | 403.72             | 593.44             | 5,406.56                               | 90.11 %              |
| <a href="#">100-102-69003</a>                  | Records Management                  | 1,220.00                 | 1,220.00                | 0.00               | 60.00              | 1,160.00                               | 95.08 %              |
| <b>Department: 102 - City Secretary Total:</b> |                                     | <b>20,570.00</b>         | <b>20,570.00</b>        | <b>13,438.53</b>   | <b>31,136.99</b>   | <b>-10,566.99</b>                      | <b>-51.37%</b>       |
| <b>Department: 103 - Courts</b>                |                                     |                          |                         |                    |                    |  |                      |
| <a href="#">100-103-62003</a>                  | Muni Court Attorney/ Judge          | 15,500.00                | 15,500.00               | 600.00             | 900.00             | 14,600.00                              | 94.19 %              |
| <a href="#">100-103-62010</a>                  | Miscellaneous Counsultant           | 0.00                     | 0.00                    | 0.00               | 162.50             | -162.50                                | 0.00 %               |
| <b>Department: 103 - Courts Total:</b>         |                                     | <b>15,500.00</b>         | <b>15,500.00</b>        | <b>600.00</b>      | <b>1,062.50</b>    | <b>14,437.50</b>                       | <b>93.15%</b>        |
| <b>Department: 104 - City Attorney</b>         |                                     |                          |                         |                    |                    |  |                      |
| <a href="#">100-104-60000</a>                  | Regular Employees                   | 0.00                     | 0.00                    | 17,507.69          | 39,623.38          | -39,623.38                             | 0.00 %               |
| <a href="#">100-104-61000</a>                  | Health Insurance                    | 0.00                     | 0.00                    | 846.18             | 1,974.42           | -1,974.42                              | 0.00 %               |
| <a href="#">100-104-61001</a>                  | Dental Insurance                    | 0.00                     | 0.00                    | 52.11              | 121.59             | -121.59                                | 0.00 %               |
| <a href="#">100-104-61002</a>                  | Medicare                            | 0.00                     | 0.00                    | 241.97             | 546.79             | -546.79                                | 0.00 %               |
| <a href="#">100-104-61003</a>                  | Social Security                     | 0.00                     | 0.00                    | 1,034.62           | 2,337.99           | -2,337.99                              | 0.00 %               |
| <a href="#">100-104-61006</a>                  | TMRS                                | 0.00                     | 0.00                    | 1,050.45           | 2,377.38           | -2,377.38                              | 0.00 %               |
| <a href="#">100-104-62003</a>                  | Special Counsel and Consultants     | 59,000.00                | 59,000.00               | 2,216.00           | 3,686.50           | 55,313.50                              | 93.75 %              |
| <a href="#">100-104-62009</a>                  | Human Resources Consultant          | 0.00                     | 0.00                    | 0.00               | 1,120.96           | -1,120.96                              | 0.00 %               |
| <b>Department: 104 - City Attorney Total:</b>  |                                     | <b>59,000.00</b>         | <b>59,000.00</b>        | <b>22,949.02</b>   | <b>51,789.01</b>   | <b>7,210.99</b>                        | <b>12.22%</b>        |
| <b>Department: 105 - Communications</b>        |                                     |                          |                         |                    |                    |  |                      |
| <a href="#">100-105-60000</a>                  | Regular Employees                   | 0.00                     | 0.00                    | 8,792.31           | 19,976.62          | -19,976.62                             | 0.00 %               |
| <a href="#">100-105-61000</a>                  | Health Insurance                    | 0.00                     | 0.00                    | 837.63             | 1,954.08           | -1,954.08                              | 0.00 %               |
| <a href="#">100-105-61001</a>                  | Dental Insurance                    | 0.00                     | 0.00                    | 52.11              | 121.59             | -121.59                                | 0.00 %               |
| <a href="#">100-105-61002</a>                  | Medicare                            | 0.00                     | 0.00                    | 127.50             | 289.68             | -289.68                                | 0.00 %               |
| <a href="#">100-105-61003</a>                  | Social Security                     | 0.00                     | 0.00                    | 545.13             | 1,238.56           | -1,238.56                              | 0.00 %               |
| <a href="#">100-105-61006</a>                  | TMRS                                | 0.00                     | 0.00                    | 527.55             | 1,198.62           | -1,198.62                              | 0.00 %               |
| <a href="#">100-105-66000</a>                  | Website                             | 6,625.00                 | 6,625.00                | 0.00               | 0.00               | 6,625.00                               | 100.00 %             |
| <a href="#">100-105-66005</a>                  | Public Relations                    | 7,488.00                 | 7,488.00                | 135.57             | 435.45             | 7,052.55                               | 94.18 %              |
| <b>Department: 105 - Communications Total:</b> |                                     | <b>14,113.00</b>         | <b>14,113.00</b>        | <b>11,017.80</b>   | <b>25,214.60</b>   | <b>-11,101.60</b>                      | <b>-78.66%</b>       |
| <b>Department: 106 - IT</b>                    |                                     |                          |                         |                    |                    |  |                      |
| <a href="#">100-106-60000</a>                  | Regular Employees                   | 0.00                     | 0.00                    | 2,286.86           | 10,452.02          | -10,452.02                             | 0.00 %               |
| <a href="#">100-106-60002</a>                  | Overtime                            | 0.00                     | 0.00                    | 0.00               | 57.26              | -57.26                                 | 0.00 %               |
| <a href="#">100-106-61000</a>                  | Health Insurance                    | 0.00                     | 0.00                    | 276.20             | 1,380.80           | -1,380.80                              | 0.00 %               |
| <a href="#">100-106-61001</a>                  | Dental Insurance                    | 0.00                     | 0.00                    | 17.37              | 86.85              | -86.85                                 | 0.00 %               |
| <a href="#">100-106-61002</a>                  | Medicare                            | 0.00                     | 0.00                    | 32.86              | 150.90             | -150.90                                | 0.00 %               |
| <a href="#">100-106-61003</a>                  | Social Security                     | 0.00                     | 0.00                    | 140.53             | 645.30             | -645.30                                | 0.00 %               |
| <a href="#">100-106-61006</a>                  | TMRS                                | 0.00                     | 0.00                    | 137.21             | 630.57             | -630.57                                | 0.00 %               |
| <a href="#">100-106-64001</a>                  | Office IT Equipment & Support       | 70,890.00                | 70,890.00               | 2,559.98           | 8,089.37           | 62,800.63                              | 88.59 %              |
| <a href="#">100-106-64002</a>                  | Software                            | 165,142.00               | 165,142.00              | 12,617.08          | 44,373.31          | 120,768.69                             | 73.13 %              |
| <a href="#">100-106-65000</a>                  | Network/Phone                       | 31,000.00                | 31,000.00               | 894.04             | 4,354.23           | 26,645.77                              | 85.95 %              |
| <b>Department: 106 - IT Total:</b>             |                                     | <b>267,032.00</b>        | <b>267,032.00</b>       | <b>18,962.13</b>   | <b>70,220.61</b>   | <b>196,811.39</b>                      | <b>73.70%</b>        |
| <b>Department: 107 - Finance</b>               |                                     |                          |                         |                    |                    |  |                      |
| <a href="#">100-107-60000</a>                  | Regular Employees                   | 0.00                     | 0.00                    | 22,181.39          | 49,858.80          | -49,858.80                             | 0.00 %               |
| <a href="#">100-107-60002</a>                  | Overtime                            | 0.00                     | 0.00                    | 4.96               | 28.30              | -28.30                                 | 0.00 %               |
| <a href="#">100-107-61000</a>                  | Health Insurance                    | 0.00                     | 0.00                    | 2,501.79           | 5,836.29           | -5,836.29                              | 0.00 %               |
| <a href="#">100-107-61001</a>                  | Dental Insurance                    | 0.00                     | 0.00                    | 156.33             | 364.77             | -364.77                                | 0.00 %               |
| <a href="#">100-107-61002</a>                  | Medicare                            | 0.00                     | 0.00                    | 306.97             | 688.99             | -688.99                                | 0.00 %               |
| <a href="#">100-107-61003</a>                  | Social Security                     | 0.00                     | 0.00                    | 1,312.60           | 2,946.11           | -2,946.11                              | 0.00 %               |
| <a href="#">100-107-61006</a>                  | TMRS                                | 0.00                     | 0.00                    | 1,331.18           | 2,993.23           | -2,993.23                              | 0.00 %               |
| <a href="#">100-107-62001</a>                  | Financial Services                  | 115,000.00               | 115,000.00              | 0.00               | 0.00               | 115,000.00                             | 100.00 %             |
| <a href="#">100-107-67000</a>                  | TML Liability Insurance             | 20,850.00                | 20,850.00               | 450.00             | 5,258.25           | 15,591.75                              | 74.78 %              |
| <a href="#">100-107-67001</a>                  | TML Property Insurance              | 34,646.00                | 34,646.00               | 0.00               | 10,308.75          | 24,337.25                              | 70.25 %              |
| <a href="#">100-107-67002</a>                  | TML Workmen's Comp Insurance        | 25,000.00                | 25,000.00               | 0.00               | 1,924.50           | 23,075.50                              | 92.30 %              |
| <a href="#">100-107-70000</a>                  | Bad Debt Expense                    | 5,000.00                 | 5,000.00                | 0.00               | 0.00               | 5,000.00                               | 100.00 %             |
| <a href="#">100-107-90003</a>                  | Transfer to Wastewater Utility Fund | 759,225.14               | 759,225.14              | 0.00               | 0.00               | 759,225.14                             | 100.00 %             |
| <a href="#">100-107-90004</a>                  | SPA & ECO D Transfers               | 218,656.84               | 218,656.84              | 0.00               | 0.00               | 218,656.84                             | 100.00 %             |
| <b>Department: 107 - Finance Total:</b>        |                                     | <b>1,178,377.98</b>      | <b>1,178,377.98</b>     | <b>28,245.22</b>   | <b>80,207.99</b>   | <b>1,098,169.99</b>                    | <b>93.19%</b>        |

|  |                                    | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|--|------------------------------------|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| <b>Department: 200 - Planning &amp; Development</b>        |                                    |                          |                         |                    |                    |  |                      |
| <a href="#">100-200-60000</a>                              | Regular Employees                  | 0.00                     | 0.00                    | 26,561.32          | 64,058.13          | -64,058.13                             | 0.00 %               |
| <a href="#">100-200-61000</a>                              | Health Insurance                   | 0.00                     | 0.00                    | 2,513.85           | 6,374.55           | -6,374.55                              | 0.00 %               |
| <a href="#">100-200-61001</a>                              | Dental Insurance                   | 0.00                     | 0.00                    | 156.33             | 396.33             | -396.33                                | 0.00 %               |
| <a href="#">100-200-61002</a>                              | Medicare                           | 0.00                     | 0.00                    | 374.11             | 902.57             | -902.57                                | 0.00 %               |
| <a href="#">100-200-61003</a>                              | Social Security                    | 0.00                     | 0.00                    | 1,599.62           | 3,859.25           | -3,859.25                              | 0.00 %               |
| <a href="#">100-200-61004</a>                              | Unemployment                       | 0.00                     | 0.00                    | 0.00               | 140.32             | -140.32                                | 0.00 %               |
| <a href="#">100-200-61006</a>                              | TMRS                               | 0.00                     | 0.00                    | 1,593.68           | 3,843.49           | -3,843.49                              | 0.00 %               |
| <a href="#">100-200-62002</a>                              | Engineering & Surveying            | 70,000.00                | 70,000.00               | 0.00               | 0.00               | 70,000.00                              | 100.00 %             |
| <a href="#">100-200-62003</a>                              | Special Counsel and Consultant     | 0.00                     | 0.00                    | 916.90             | 1,695.40           | -1,695.40                              | 0.00 %               |
| <a href="#">100-200-62005</a>                              | Health Inspector                   | 50,000.00                | 50,000.00               | 0.00               | 0.00               | 50,000.00                              | 100.00 %             |
| <a href="#">100-200-62006</a>                              | Architectural & Landscape Consulta | 5,000.00                 | 5,000.00                | 0.00               | 0.00               | 5,000.00                               | 100.00 %             |
| <a href="#">100-200-62007</a>                              | Historic District Consultant       | 3,500.00                 | 3,500.00                | 437.50             | 986.41             | 2,513.59                               | 71.82 %              |
| <a href="#">100-200-62010</a>                              | Miscellaneous Consultant           | 175,000.00               | 175,000.00              | 0.00               | 0.00               | 175,000.00                             | 100.00 %             |
| <a href="#">100-200-64003</a>                              | Uniforms                           | 0.00                     | 0.00                    | 0.00               | 481.76             | -481.76                                | 0.00 %               |
| <b>Department: 200 - Planning &amp; Development Total:</b> |                                    | <b>303,500.00</b>        | <b>303,500.00</b>       | <b>34,153.31</b>   | <b>82,738.21</b>   | <b>220,761.79</b>                      | <b>72.74%</b>        |
| <b>Department: 201 - Building</b>                          |                                    |                          |                         |                    |                    |  |                      |
| <a href="#">100-201-60000</a>                              | Regular Employees                  | 0.00                     | 0.00                    | 17,985.58          | 37,558.49          | -37,558.49                             | 0.00 %               |
| <a href="#">100-201-60002</a>                              | Overtime                           | 0.00                     | 0.00                    | 26.61              | 137.94             | -137.94                                | 0.00 %               |
| <a href="#">100-201-61000</a>                              | Health Insurance                   | 0.00                     | 0.00                    | 2,489.13           | 5,306.44           | -5,306.44                              | 0.00 %               |
| <a href="#">100-201-61001</a>                              | Dental Insurance                   | 0.00                     | 0.00                    | 156.33             | 333.21             | -333.21                                | 0.00 %               |
| <a href="#">100-201-61002</a>                              | Medicare                           | 0.00                     | 0.00                    | 257.30             | 538.06             | -538.06                                | 0.00 %               |
| <a href="#">100-201-61003</a>                              | Social Security                    | 0.00                     | 0.00                    | 1,100.14           | 2,300.67           | -2,300.67                              | 0.00 %               |
| <a href="#">100-201-61004</a>                              | Unemployment                       | 0.00                     | 0.00                    | 0.00               | 68.33              | -68.33                                 | 0.00 %               |
| <a href="#">100-201-61006</a>                              | TMRS                               | 0.00                     | 0.00                    | 1,080.74           | 2,261.80           | -2,261.80                              | 0.00 %               |
| <a href="#">100-201-62004</a>                              | Bldg. Inspector                    | 750,000.00               | 750,000.00              | 203,905.17         | 203,905.17         | 546,094.83                             | 72.81 %              |
| <a href="#">100-201-62008</a>                              | Lighting Consultant                | 1,000.00                 | 1,000.00                | 0.00               | 110.00             | 890.00                                 | 89.00 %              |
| <b>Department: 201 - Building Total:</b>                   |                                    | <b>751,000.00</b>        | <b>751,000.00</b>       | <b>227,001.00</b>  | <b>252,520.11</b>  | <b>498,479.89</b>                      | <b>66.38%</b>        |
| <b>Department: 300 - Utilities</b>                         |                                    |                          |                         |                    |                    |  |                      |
| <a href="#">100-300-60000</a>                              | Regular Employees                  | 0.00                     | 0.00                    | 16,223.80          | 36,429.28          | -36,429.28                             | 0.00 %               |
| <a href="#">100-300-60002</a>                              | Overtime                           | 0.00                     | 0.00                    | 52.90              | 907.13             | -907.13                                | 0.00 %               |
| <a href="#">100-300-61000</a>                              | Health Insurance                   | 0.00                     | 0.00                    | 1,671.60           | 3,898.36           | -3,898.36                              | 0.00 %               |
| <a href="#">100-300-61001</a>                              | Dental Insurance                   | 0.00                     | 0.00                    | 104.22             | 243.18             | -243.18                                | 0.00 %               |
| <a href="#">100-300-61002</a>                              | Medicare                           | 0.00                     | 0.00                    | 219.78             | 503.51             | -503.51                                | 0.00 %               |
| <a href="#">100-300-61003</a>                              | Social Security                    | 0.00                     | 0.00                    | 939.77             | 2,152.94           | -2,152.94                              | 0.00 %               |
| <a href="#">100-300-61006</a>                              | TMRS                               | 0.00                     | 0.00                    | 976.62             | 2,240.21           | -2,240.21                              | 0.00 %               |
| <a href="#">100-300-64003</a>                              | Uniforms                           | 0.00                     | 0.00                    | 380.18             | 1,432.21           | -1,432.21                              | 0.00 %               |
| <a href="#">100-300-70001</a>                              | Mileage                            | 0.00                     | 0.00                    | 0.00               | 36.40              | -36.40                                 | 0.00 %               |
| <a href="#">100-300-71001</a>                              | Transportation Improvement Proje   | 775,000.00               | 775,000.00              | 0.00               | 28,727.25          | 746,272.75                             | 96.29 %              |
| <b>Department: 300 - Utilities Total:</b>                  |                                    | <b>775,000.00</b>        | <b>775,000.00</b>       | <b>20,568.87</b>   | <b>76,570.47</b>   | <b>698,429.53</b>                      | <b>90.12%</b>        |
| <b>Department: 304 - Maintenance</b>                       |                                    |                          |                         |                    |                    |  |                      |
| <a href="#">100-304-60000</a>                              | Regular Employees                  | 0.00                     | 0.00                    | 34,783.09          | 75,525.38          | -75,525.38                             | 0.00 %               |
| <a href="#">100-304-60002</a>                              | Overtime                           | 0.00                     | 0.00                    | 1,072.33           | 2,359.87           | -2,359.87                              | 0.00 %               |
| <a href="#">100-304-60003</a>                              | On Call Pay                        | 0.00                     | 0.00                    | 1,200.00           | 2,800.00           | -2,800.00                              | 0.00 %               |
| <a href="#">100-304-61000</a>                              | Health Insurance                   | 0.00                     | 0.00                    | 4,999.71           | 11,249.32          | -11,249.32                             | 0.00 %               |
| <a href="#">100-304-61001</a>                              | Dental Insurance                   | 0.00                     | 0.00                    | 312.66             | 703.78             | -703.78                                | 0.00 %               |
| <a href="#">100-304-61002</a>                              | Medicare                           | 0.00                     | 0.00                    | 523.75             | 1,138.61           | -1,138.61                              | 0.00 %               |
| <a href="#">100-304-61003</a>                              | Social Security                    | 0.00                     | 0.00                    | 2,239.51           | 4,868.53           | -4,868.53                              | 0.00 %               |
| <a href="#">100-304-61004</a>                              | Unemployment                       | 0.00                     | 0.00                    | 0.00               | 39.70              | -39.70                                 | 0.00 %               |
| <a href="#">100-304-61006</a>                              | TMRS                               | 0.00                     | 0.00                    | 2,223.33           | 4,841.13           | -4,841.13                              | 0.00 %               |
| <a href="#">100-304-63000</a>                              | Office Maintenance/Repairs         | 11,060.00                | 11,060.00               | 720.00             | 1,633.12           | 9,426.88                               | 85.23 %              |
| <a href="#">100-304-63001</a>                              | Equipment Maintenance              | 3,000.00                 | 3,000.00                | 275.16             | 349.79             | 2,650.21                               | 88.34 %              |
| <a href="#">100-304-63002</a>                              | Fleet Maintenance                  | 18,800.00                | 18,800.00               | 2,082.50           | 4,333.74           | 14,466.26                              | 76.95 %              |
| <a href="#">100-304-63008</a>                              | Stephenson Building & Lawn Maint   | 5,500.00                 | 5,500.00                | 0.00               | 0.00               | 5,500.00                               | 100.00 %             |
| <a href="#">100-304-63009</a>                              | Street/ROW Maintenance             | 184,250.00               | 184,250.00              | 1,420.00           | 1,626.82           | 182,623.18                             | 99.12 %              |
| <a href="#">100-304-63018</a>                              | Triangle/Veterans Park Maintenanc  | 700.00                   | 700.00                  | 0.00               | 0.00               | 700.00                                 | 100.00 %             |
| <a href="#">100-304-64003</a>                              | Uniforms                           | 7,760.00                 | 7,760.00                | 209.99             | 763.99             | 6,996.01                               | 90.15 %              |



|  | Original<br>Total Budget         | Current<br>Total Budget | Period<br>Activity  | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining       |
|--|----------------------------------|-------------------------|---------------------|--------------------|--|----------------------------|
| <a href="#">100-304-64004</a>                          | Office Furniture and Equipment   | 0.00                    | 0.00                | 0.00               | 6.99                                   | -6.99 0.00 %               |
| <a href="#">100-304-64006</a>                          | Fleet Acquisition                | 210,700.00              | 210,700.00          | 911.49             | 39,054.49                              | 171,645.51 81.46 %         |
| <a href="#">100-304-64008</a>                          | Fuel                             | 0.00                    | 0.00                | 0.00               | 2,951.24                               | -2,951.24 0.00 %           |
| <a href="#">100-304-64009</a>                          | Maintenance Equipment            | 47,878.00               | 47,878.00           | 344.30             | 754.30                                 | 47,123.70 98.42 %          |
| <a href="#">100-304-64010</a>                          | Maintenance Supplies             | 4,600.00                | 4,600.00            | 428.11             | 847.39                                 | 3,752.61 81.58 %           |
| <a href="#">100-304-65001</a>                          | Street Electricity               | 20,000.00               | 20,000.00           | 1,527.72           | 4,456.00                               | 15,544.00 77.72 %          |
| <a href="#">100-304-65002</a>                          | City Streets Water               | 4,000.00                | 4,000.00            | 281.40             | 563.45                                 | 3,436.55 85.91 %           |
| <a href="#">100-304-65003</a>                          | Office Electricity               | 4,500.00                | 4,500.00            | 379.26             | 1,308.24                               | 3,191.76 70.93 %           |
| <a href="#">100-304-65004</a>                          | Office Water                     | 650.00                  | 650.00              | 41.05              | 83.01                                  | 566.99 87.23 %             |
| <a href="#">100-304-65005</a>                          | Stephenson Bldg Electric         | 1,500.00                | 1,500.00            | 86.36              | 252.49                                 | 1,247.51 83.17 %           |
| <a href="#">100-304-65006</a>                          | Stephenson Water                 | 500.00                  | 500.00              | 35.18              | 70.59                                  | 429.41 85.88 %             |
| <a href="#">100-304-65009</a>                          | Triangle Electric                | 500.00                  | 500.00              | 38.25              | 114.75                                 | 385.25 77.05 %             |
| <a href="#">100-304-65010</a>                          | Triangle Water                   | 500.00                  | 500.00              | 35.86              | 71.27                                  | 428.73 85.75 %             |
| <a href="#">100-304-69001</a>                          | Lighting Compliance              | 2,000.00                | 2,000.00            | 0.00               | 0.00                                   | 2,000.00 100.00 %          |
| <a href="#">100-304-69010</a>                          | Downtown Bathroom                | 100,000.00              | 100,000.00          | 0.00               | 0.00                                   | 100,000.00 100.00 %        |
| <a href="#">100-304-71002</a>                          | Street Improvements              | 592,087.25              | 592,087.25          | 0.00               | 0.00                                   | 592,087.25 100.00 %        |
| <a href="#">100-304-71003</a>                          | City Hall Improvements           | 5,000.00                | 5,000.00            | 0.00               | 543.16                                 | 4,456.84 89.14 %           |
| <b>Department: 304 - Maintenance Total:</b>            |                                  | <b>1,225,485.25</b>     | <b>1,225,485.25</b> | <b>56,171.01</b>   | <b>163,311.15</b>                      | <b>1,062,174.10 86.67%</b> |
| <b>Department: 400 - Parks &amp; Recreation</b>        |                                  |                         |                     |                    |  |                            |
| <a href="#">100-400-60000</a>                          | Regular Employees                | 0.00                    | 0.00                | 16,020.24          | 35,927.65                              | -35,927.65 0.00 %          |
| <a href="#">100-400-60001</a>                          | Part-time Employees              | 2,500.00                | 2,500.00            | 0.00               | 0.00                                   | 2,500.00 100.00 %          |
| <a href="#">100-400-61000</a>                          | Health Insurance                 | 0.00                    | 0.00                | 855.51             | 2,528.29                               | -2,528.29 0.00 %           |
| <a href="#">100-400-61001</a>                          | Dental Insurance                 | 0.00                    | 0.00                | 52.11              | 156.33                                 | -156.33 0.00 %             |
| <a href="#">100-400-61002</a>                          | Medicare                         | 0.00                    | 0.00                | 207.55             | 456.10                                 | -456.10 0.00 %             |
| <a href="#">100-400-61003</a>                          | Social Security                  | 0.00                    | 0.00                | 887.51             | 1,950.31                               | -1,950.31 0.00 %           |
| <a href="#">100-400-61004</a>                          | Unemployment                     | 0.00                    | 0.00                | 64.45              | 64.45                                  | -64.45 0.00 %              |
| <a href="#">100-400-61006</a>                          | TMRS                             | 0.00                    | 0.00                | 961.22             | 2,155.68                               | -2,155.68 0.00 %           |
| <a href="#">100-400-62011</a>                          | Park Consultant                  | 0.00                    | 10,000.00           | 0.00               | 0.00                                   | 10,000.00 100.00 %         |
| <a href="#">100-400-63004</a>                          | Dues, Fees & Subscriptions       | 1,337.50                | 1,337.50            | 675.00             | 1,434.40                               | -96.90 -7.24 %             |
| <a href="#">100-400-63010</a>                          | Sports & Rec Park Lawn Mainten   | 0.00                    | 0.00                | 70.00              | 620.00                                 | -620.00 0.00 %             |
| <a href="#">100-400-63011</a>                          | Founders Park Lawn Maintenance   | 0.00                    | 0.00                | 520.00             | 1,020.00                               | -1,020.00 0.00 %           |
| <a href="#">100-400-63012</a>                          | Charro Ranch Landscaping         | 0.00                    | 0.00                | 345.00             | 995.00                                 | -995.00 0.00 %             |
| <a href="#">100-400-63013</a>                          | General Parks Maintenance        | 1,000.00                | 1,000.00            | 71.08              | 98.48                                  | 901.52 90.15 %             |
| <a href="#">100-400-63015</a>                          | Founders Park/Pool Maintenance   | 0.00                    | 0.00                | 35.17              | 35.17                                  | -35.17 0.00 %              |
| <a href="#">100-400-63016</a>                          | Sports & Rec Park Maintenance    | 51,920.00               | 51,920.00           | 0.00               | 46.94                                  | 51,873.06 99.91 %          |
| <a href="#">100-400-63017</a>                          | Charro Ranch Park Maintenance    | 7,700.00                | 7,700.00            | 0.00               | 0.00                                   | 7,700.00 100.00 %          |
| <a href="#">100-400-63018</a>                          | Stephenson Building & Lawn Maint | 0.00                    | 0.00                | 4.46               | 4.46                                   | -4.46 0.00 %               |
| <a href="#">100-400-64005</a>                          | Equipment Rental                 | 1,000.00                | 1,000.00            | 0.00               | 0.00                                   | 1,000.00 100.00 %          |
| <a href="#">100-400-64011</a>                          | Park Supplies                    | 3,000.00                | 3,000.00            | 664.80             | 1,118.05                               | 1,881.95 62.73 %           |
| <a href="#">100-400-64012</a>                          | Charro Ranch Supplies            | 1,500.00                | 1,500.00            | 0.00               | 100.00                                 | 1,400.00 93.33 %           |
| <a href="#">100-400-64013</a>                          | Founders Park/Pool Supplies      | 43,375.00               | 43,375.00           | 0.00               | 100.18                                 | 43,274.82 99.77 %          |
| <a href="#">100-400-64014</a>                          | Sports & Rec Park Supplies       | 400.00                  | 400.00              | 0.00               | 0.00                                   | 400.00 100.00 %            |
| <a href="#">100-400-64015</a>                          | Park Program & Event Supplies    | 1,500.00                | 1,500.00            | 0.00               | 0.00                                   | 1,500.00 100.00 %          |
| <a href="#">100-400-65007</a>                          | Portable Toilets                 | 5,000.00                | 5,000.00            | 610.00             | 1,722.50                               | 3,277.50 65.55 %           |
| <a href="#">100-400-65011</a>                          | Sports & Rec Park Water          | 14,500.00               | 14,500.00           | 2,169.09           | 8,117.79                               | 6,382.21 44.02 %           |
| <a href="#">100-400-65012</a>                          | Sports & Rec Park Electricity    | 1,200.00                | 1,200.00            | 438.12             | 1,405.81                               | -205.81 -17.15 %           |
| <a href="#">100-400-65013</a>                          | FMP Pool/Pavilion Water          | 6,000.00                | 6,000.00            | 320.22             | 704.64                                 | 5,295.36 88.26 %           |
| <a href="#">100-400-65014</a>                          | Founders Park/Pool Electricity   | 4,500.00                | 4,500.00            | 492.62             | 1,589.98                               | 2,910.02 64.67 %           |
| <a href="#">100-400-66001</a>                          | Advertising                      | 6,500.00                | 6,500.00            | 0.00               | 0.00                                   | 6,500.00 100.00 %          |
| <a href="#">100-400-66004</a>                          | City Sponsored Events            | 5,000.00                | 5,000.00            | 0.00               | 0.00                                   | 5,000.00 100.00 %          |
| <a href="#">100-400-70003</a>                          | Other Expenses                   | 11,500.00               | 11,500.00           | 0.00               | 0.00                                   | 11,500.00 100.00 %         |
| <a href="#">100-400-70007</a>                          | Sponsored Events                 | 0.00                    | 0.00                | 2,665.11           | 2,665.11                               | -2,665.11 0.00 %           |
| <a href="#">100-400-71004</a>                          | All Parks Improvements           | 0.00                    | 32,942.50           | 2,197.50           | 2,197.50                               | 30,745.00 93.33 %          |
| <a href="#">100-400-71005</a>                          | Founders Park/Pool Improvmts     | 67,731.40               | 67,731.40           | 9,526.05           | 9,526.05                               | 58,205.35 85.94 %          |
| <a href="#">100-400-71006</a>                          | Sports & Rec Park Improvements   | 0.00                    | 0.00                | 56.99              | 56.99                                  | -56.99 0.00 %              |
| <a href="#">100-400-71007</a>                          | Charro Ranch Improvements        | 1,800.00                | 1,800.00            | 0.00               | 0.00                                   | 1,800.00 100.00 %          |
| <a href="#">100-400-71009</a>                          | Triangle Improvements            | 2,000.00                | 2,000.00            | 0.00               | 0.00                                   | 2,000.00 100.00 %          |
| <b>Department: 400 - Parks &amp; Recreation Total:</b> |                                  | <b>240,963.90</b>       | <b>283,906.40</b>   | <b>39,909.80</b>   | <b>76,797.86</b>                       | <b>207,108.54 72.95%</b>   |

|   |                                    | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|---|------------------------------------|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| <b>Department: 401 - DSRP</b>                 |                                    |                          |                         |                    |                    |  |                      |
| <a href="#">100-401-60000</a>                 | Regular Employees                  | 376,654.59               | 376,654.59              | 35,951.11          | 83,345.78          | 293,308.81                             | 77.87 %              |
| <a href="#">100-401-60002</a>                 | Overtime                           | 0.00                     | 0.00                    | 572.24             | 1,409.04           | -1,409.04                              | 0.00 %               |
| <a href="#">100-401-60003</a>                 | On Call Pay                        | 0.00                     | 0.00                    | 1,200.00           | 2,800.00           | -2,800.00                              | 0.00 %               |
| <a href="#">100-401-61000</a>                 | Health Insurance                   | 50,274.49                | 50,274.49               | 5,003.69           | 11,812.03          | 38,462.46                              | 76.50 %              |
| <a href="#">100-401-61001</a>                 | Dental Insurance                   | 3,161.76                 | 3,161.76                | 312.66             | 737.93             | 2,423.83                               | 76.66 %              |
| <a href="#">100-401-61002</a>                 | Medicare                           | 0.00                     | 0.00                    | 519.16             | 1,204.36           | -1,204.36                              | 0.00 %               |
| <a href="#">100-401-61003</a>                 | Social Security                    | 0.00                     | 0.00                    | 2,219.79           | 5,149.43           | -5,149.43                              | 0.00 %               |
| <a href="#">100-401-61004</a>                 | Unemployment                       | 0.00                     | 0.00                    | 101.99             | 230.01             | -230.01                                | 0.00 %               |
| <a href="#">100-401-61005</a>                 | Federal Withholding                | 30,032.28                | 30,032.28               | 0.00               | 0.00               | 30,032.28                              | 100.00 %             |
| <a href="#">100-401-61006</a>                 | TMRS                               | 19,323.28                | 19,323.28               | 2,127.06           | 5,009.45           | 14,313.83                              | 74.08 %              |
| <a href="#">100-401-65000</a>                 | Network/Phone                      | 500.00                   | 500.00                  | 0.00               | 0.00               | 500.00                                 | 100.00 %             |
| <a href="#">100-401-65017</a>                 | Electricity                        | 500.00                   | 500.00                  | 0.00               | 0.00               | 500.00                                 | 100.00 %             |
| <b>Department: 401 - DSRP Total:</b>          |                                    | <b>480,446.40</b>        | <b>480,446.40</b>       | <b>48,007.70</b>   | <b>111,698.03</b>  | <b>368,748.37</b>                      | <b>76.75%</b>        |
| <b>Department: 402 - Aquatics</b>             |                                    |                          |                         |                    |                    |  |                      |
| <a href="#">100-402-60000</a>                 | Regular Employees                  | 0.00                     | 0.00                    | 6,100.00           | 13,940.00          | -13,940.00                             | 0.00 %               |
| <a href="#">100-402-60007</a>                 | Aquatic Staff                      | 70,591.24                | 70,591.24               | 0.00               | 0.00               | 70,591.24                              | 100.00 %             |
| <a href="#">100-402-61000</a>                 | Health Insurance                   | 0.00                     | 0.00                    | 830.64             | 1,661.28           | -1,661.28                              | 0.00 %               |
| <a href="#">100-402-61001</a>                 | Dental Insurance                   | 0.00                     | 0.00                    | 52.11              | 104.22             | -104.22                                | 0.00 %               |
| <a href="#">100-402-61002</a>                 | Medicare                           | 0.00                     | 0.00                    | 88.45              | 202.13             | -202.13                                | 0.00 %               |
| <a href="#">100-402-61003</a>                 | Social Security                    | 0.00                     | 0.00                    | 378.20             | 864.28             | -864.28                                | 0.00 %               |
| <a href="#">100-402-61006</a>                 | TMRS                               | 0.00                     | 0.00                    | 366.00             | 726.00             | -726.00                                | 0.00 %               |
| <a href="#">100-402-63015</a>                 | Founders Park/Pool Maintenance     | 28,240.00                | 28,240.00               | 0.00               | 684.30             | 27,555.70                              | 97.58 %              |
| <a href="#">100-402-64022</a>                 | Pool Chemicals                     | 0.00                     | 0.00                    | 0.00               | 3,502.00           | -3,502.00                              | 0.00 %               |
| <a href="#">100-402-65000</a>                 | Network/Phone                      | 1,500.00                 | 1,500.00                | 135.47             | 406.41             | 1,093.59                               | 72.91 %              |
| <a href="#">100-402-65019</a>                 | Propane/Natural Gas                | 20,000.00                | 20,000.00               | 0.00               | 0.00               | 20,000.00                              | 100.00 %             |
| <b>Department: 402 - Aquatics Total:</b>      |                                    | <b>120,331.24</b>        | <b>120,331.24</b>       | <b>7,950.87</b>    | <b>22,090.62</b>   | <b>98,240.62</b>                       | <b>81.64%</b>        |
| <b>Department: 404 - Founders Day</b>         |                                    |                          |                         |                    |                    |  |                      |
| <a href="#">100-404-63019</a>                 | FD Clean Up                        | 5,060.00                 | 5,060.00                | 0.00               | 0.00               | 5,060.00                               | 100.00 %             |
| <a href="#">100-404-64016</a>                 | FD Event Supplies                  | 7,000.00                 | 7,000.00                | 0.00               | 0.00               | 7,000.00                               | 100.00 %             |
| <a href="#">100-404-64017</a>                 | FD Event Tent, Table, & Chairs     | 4,500.00                 | 4,500.00                | 0.00               | 0.00               | 4,500.00                               | 100.00 %             |
| <a href="#">100-404-64018</a>                 | FD Barricades                      | 19,874.00                | 19,874.00               | 0.00               | 0.00               | 19,874.00                              | 100.00 %             |
| <a href="#">100-404-65007</a>                 | Portable Toilets                   | 7,150.00                 | 7,150.00                | 0.00               | 0.00               | 7,150.00                               | 100.00 %             |
| <a href="#">100-404-65016</a>                 | FD Electricity                     | 6,400.00                 | 6,400.00                | 0.00               | 0.00               | 6,400.00                               | 100.00 %             |
| <a href="#">100-404-66008</a>                 | FD Parade                          | 650.00                   | 650.00                  | 0.00               | 0.00               | 650.00                                 | 100.00 %             |
| <a href="#">100-404-66009</a>                 | FD Publicity                       | 8,500.00                 | 8,500.00                | 0.00               | 0.00               | 8,500.00                               | 100.00 %             |
| <a href="#">100-404-66010</a>                 | Events, Entertainment & Activities | 15,000.00                | 15,000.00               | 0.00               | 0.00               | 15,000.00                              | 100.00 %             |
| <a href="#">100-404-66012</a>                 | FD Sponsorship                     | 5,000.00                 | 5,000.00                | 0.00               | 0.00               | 5,000.00                               | 100.00 %             |
| <a href="#">100-404-68005</a>                 | FD Security                        | 20,000.00                | 20,000.00               | 0.00               | 0.00               | 20,000.00                              | 100.00 %             |
| <a href="#">100-404-70002</a>                 | FD Contingencies                   | 416.00                   | 416.00                  | 0.00               | 0.00               | 416.00                                 | 100.00 %             |
| <b>Department: 404 - Founders Day Total:</b>  |                                    | <b>99,550.00</b>         | <b>99,550.00</b>        | <b>0.00</b>        | <b>0.00</b>        | <b>99,550.00</b>                       | <b>100.00%</b>       |
| <b>Department: 500 - Emergency Management</b> |                                    |                          |                         |                    |                    |  |                      |
| <a href="#">100-500-60000</a>                 | Regular Employees                  | 0.00                     | 0.00                    | 7,900.00           | 17,708.00          | -17,708.00                             | 0.00 %               |
| <a href="#">100-500-60002</a>                 | Overtime                           | 0.00                     | 0.00                    | 281.25             | 281.25             | -281.25                                | 0.00 %               |
| <a href="#">100-500-61000</a>                 | Health Insurance                   | 0.00                     | 0.00                    | 21.06              | 48.60              | -48.60                                 | 0.00 %               |
| <a href="#">100-500-61001</a>                 | Dental Insurance                   | 0.00                     | 0.00                    | 52.11              | 121.59             | -121.59                                | 0.00 %               |
| <a href="#">100-500-61002</a>                 | Medicare                           | 0.00                     | 0.00                    | 118.63             | 260.85             | -260.85                                | 0.00 %               |
| <a href="#">100-500-61003</a>                 | Social Security                    | 0.00                     | 0.00                    | 507.24             | 1,115.34           | -1,115.34                              | 0.00 %               |
| <a href="#">100-500-61006</a>                 | TMRS                               | 0.00                     | 0.00                    | 490.88             | 1,079.36           | -1,079.36                              | 0.00 %               |
| <a href="#">100-500-64003</a>                 | Uniforms                           | 0.00                     | 0.00                    | 0.00               | 65.00              | -65.00                                 | 0.00 %               |
| <a href="#">100-500-68000</a>                 | Emergency Management Equip         | 50,970.00                | 50,970.00               | 1,455.84           | 3,515.84           | 47,454.16                              | 93.10 %              |
| <a href="#">100-500-68001</a>                 | Emergency Fire& Safety             | 2,118.00                 | 2,118.00                | 83.00              | 249.00             | 1,869.00                               | 88.24 %              |
| <a href="#">100-500-68002</a>                 | Emergency Management PR            | 2,000.00                 | 2,000.00                | 0.00               | 0.00               | 2,000.00                               | 100.00 %             |

|  |                                    | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|--|------------------------------------|--------------------------|-------------------------|--------------------|---------------------|--|----------------------|
| <a href="#">100-500-68003</a>                          | Emergency Equipment Maint          | 5,860.00                 | 5,860.00                | 215.98             | 215.98              | 5,644.02                               | 96.31 %              |
| <b>Department: 500 - Emergency Management Total:</b>   |                                    | <b>60,948.00</b>         | <b>60,948.00</b>        | <b>11,125.99</b>   | <b>24,660.81</b>    | <b>36,287.19</b>                       | <b>59.54%</b>        |
| <b>Expense Total:</b>                                  |                                    | <b>9,422,192.41</b>      | <b>9,521,281.30</b>     | <b>642,896.14</b>  | <b>1,336,004.32</b> | <b>8,185,276.98</b>                    | <b>85.97%</b>        |
| <b>Fund: 100 - General Fund Total:</b>                 |                                    | <b>9,422,192.41</b>      | <b>9,521,281.30</b>     | <b>642,896.14</b>  | <b>1,336,004.32</b> | <b>8,185,276.98</b>                    | <b>85.97%</b>        |
| <b>Fund: 200 - Dripping Springs Ranch Park</b>         |                                    |                          |                         |                    |                     |  |                      |
| <b>Expense</b>   |                                    |                          |                         |                    |                     |  |                      |
| <b>Department: 400 - Parks &amp; Recreation</b>        |                                    |                          |                         |                    |                     |  |                      |
| <a href="#">200-400-63035</a>                          | Ranch House Maintenance            | 1,000.00                 | 1,000.00                | 0.00               | 1,745.38            | -745.38                                | -74.54 %             |
| <a href="#">200-400-64024</a>                          | Ranch House Supplies               | 1,000.00                 | 1,000.00                | 0.00               | 0.00                | 1,000.00                               | 100.00 %             |
| <b>Department: 400 - Parks &amp; Recreation Total:</b> |                                    | <b>2,000.00</b>          | <b>2,000.00</b>         | <b>0.00</b>        | <b>1,745.38</b>     | <b>254.62</b>                          | <b>12.73%</b>        |
| <b>Department: 401 - DSRP</b>                          |                                    |                          |                         |                    |                     |  |                      |
| <a href="#">200-401-60003</a>                          | On Call Pay                        | 10,400.00                | 10,400.00               | 0.00               | 0.00                | 10,400.00                              | 100.00 %             |
| <a href="#">200-401-60005</a>                          | Camp Staff                         | 64,054.20                | 64,054.20               | 0.00               | 0.00                | 64,054.20                              | 100.00 %             |
| <a href="#">200-401-62003</a>                          | Special Counsel and Consultants    | 0.00                     | 0.00                    | 1,055.30           | 1,055.30            | -1,055.30                              | 0.00 %               |
| <a href="#">200-401-63000</a>                          | Building/Office Maintenance        | 0.00                     | 0.00                    | 6,122.09           | 9,079.30            | -9,079.30                              | 0.00 %               |
| <a href="#">200-401-63001</a>                          | Equipment Maintenance              | 16,000.00                | 16,000.00               | 2,388.25           | 4,795.01            | 11,204.99                              | 70.03 %              |
| <a href="#">200-401-63002</a>                          | Fleet Maintenance                  | 2,500.00                 | 2,500.00                | 0.00               | 0.00                | 2,500.00                               | 100.00 %             |
| <a href="#">200-401-63003</a>                          | Lawn Maintenance                   | 0.00                     | 0.00                    | 1,290.00           | 2,560.00            | -2,560.00                              | 0.00 %               |
| <a href="#">200-401-63004</a>                          | Dues, Fees & Subscriptions         | 9,561.94                 | 9,561.94                | 2,370.56           | 5,645.54            | 3,916.40                               | 40.96 %              |
| <a href="#">200-401-63005</a>                          | Training/Continuing Education      | 400.00                   | 400.00                  | 0.00               | 55.00               | 345.00                                 | 86.25 %              |
| <a href="#">200-401-63023</a>                          | General Maintenance                | 118,518.92               | 133,518.92              | 293.14             | 5,636.48            | 127,882.44                             | 95.78 %              |
| <a href="#">200-401-63024</a>                          | Stall Cleaning & Repair            | 2,000.00                 | 2,000.00                | 0.00               | 0.00                | 2,000.00                               | 100.00 %             |
| <a href="#">200-401-63033</a>                          | Program Fees                       | 0.00                     | 0.00                    | 500.00             | 1,944.54            | -1,944.54                              | 0.00 %               |
| <a href="#">200-401-64000</a>                          | Office Supplies                    | 10,000.00                | 10,000.00               | 213.68             | 815.92              | 9,184.08                               | 91.84 %              |
| <a href="#">200-401-64002</a>                          | Software                           | 0.00                     | 0.00                    | 15.96              | 31.92               | -31.92                                 | 0.00 %               |
| <a href="#">200-401-64003</a>                          | Uniforms                           | 0.00                     | 0.00                    | -199.96            | -199.96             | 199.96                                 | 0.00 %               |
| <a href="#">200-401-64004</a>                          | Office Furniture and Equipment     | 0.00                     | 0.00                    | 0.00               | 169.99              | -169.99                                | 0.00 %               |
| <a href="#">200-401-64005</a>                          | Equipment Rental                   | 2,000.00                 | 2,000.00                | 220.00             | 319.95              | 1,680.05                               | 84.00 %              |
| <a href="#">200-401-64006</a>                          | Fleet Acquisition                  | 15,000.00                | 15,000.00               | 0.00               | 0.00                | 15,000.00                              | 100.00 %             |
| <a href="#">200-401-64008</a>                          | Fuel                               | 0.00                     | 0.00                    | 1,125.79           | 1,245.61            | -1,245.61                              | 0.00 %               |
| <a href="#">200-401-64009</a>                          | Maintenance Equipment              | 0.00                     | 0.00                    | 2,467.00           | 2,467.00            | -2,467.00                              | 0.00 %               |
| <a href="#">200-401-64010</a>                          | Maintenance Supplies               | 0.00                     | 0.00                    | 359.10             | 431.06              | -431.06                                | 0.00 %               |
| <a href="#">200-401-64011</a>                          | Park Supplies                      | 21,000.00                | 21,000.00               | 0.00               | 0.00                | 21,000.00                              | 100.00 %             |
| <a href="#">200-401-64015</a>                          | Park Program & Event Supplies      | 13,950.00                | 13,950.00               | 3,734.41           | 20,946.96           | -6,996.96                              | -50.16 %             |
| <a href="#">200-401-64021</a>                          | Merchandise                        | 11,402.63                | 11,402.63               | 0.00               | 0.00                | 11,402.63                              | 100.00 %             |
| <a href="#">200-401-64023</a>                          | Equipment                          | 26,922.00                | 26,922.00               | 0.00               | 267.38              | 26,654.62                              | 99.01 %              |
| <a href="#">200-401-65000</a>                          | Network/Phone                      | 56,304.00                | 56,304.00               | 567.69             | 1,785.71            | 54,518.29                              | 96.83 %              |
| <a href="#">200-401-65004</a>                          | Office Water                       | 0.00                     | 7,000.00                | 970.33             | 1,916.54            | 5,083.46                               | 72.62 %              |
| <a href="#">200-401-65005</a>                          | Stephenson Bldg Electric           | 7,000.00                 | 0.00                    | 0.00               | 0.00                | 0.00                                   | 0.00 %               |
| <a href="#">200-401-65007</a>                          | Portable Toilets                   | 5,953.40                 | 5,953.40                | 65.00              | 195.00              | 5,758.40                               | 96.72 %              |
| <a href="#">200-401-65008</a>                          | Alarm                              | 1,112.40                 | 1,112.40                | 0.00               | 0.00                | 1,112.40                               | 100.00 %             |
| <a href="#">200-401-65017</a>                          | Electricity                        | 60,000.00                | 60,000.00               | 6,065.70           | 20,716.77           | 39,283.23                              | 65.47 %              |
| <a href="#">200-401-65018</a>                          | Septic                             | 750.00                   | 750.00                  | 0.00               | 0.00                | 750.00                                 | 100.00 %             |
| <a href="#">200-401-65019</a>                          | Propane/Natural Gas                | 2,500.00                 | 2,500.00                | 791.58             | 941.26              | 1,558.74                               | 62.35 %              |
| <a href="#">200-401-65020</a>                          | On Call Phone                      | 2,060.00                 | 2,060.00                | 0.00               | 0.00                | 2,060.00                               | 100.00 %             |
| <a href="#">200-401-66002</a>                          | Postage & Shipping                 | 100.00                   | 100.00                  | 0.00               | 3.10                | 96.90                                  | 96.90 %              |
| <a href="#">200-401-66010</a>                          | Events, Entertainment & Activities | 0.00                     | 0.00                    | 0.00               | 2,100.00            | -2,100.00                              | 0.00 %               |
| <a href="#">200-401-70001</a>                          | Mileage                            | 500.00                   | 500.00                  | 0.00               | 0.00                | 500.00                                 | 100.00 %             |
| <a href="#">200-401-70002</a>                          | Contingencies/Emergency Fund       | 50,000.00                | 50,000.00               | 0.00               | 0.00                | 50,000.00                              | 100.00 %             |
| <a href="#">200-401-70003</a>                          | Other Expenses                     | 20,000.00                | 20,000.00               | 0.00               | 692.38              | 19,307.62                              | 96.54 %              |
| <a href="#">200-401-70004</a>                          | Hays County Livestock Board Agree  | 13,200.00                | 13,200.00               | 0.00               | 0.00                | 13,200.00                              | 100.00 %             |
| <a href="#">200-401-70007</a>                          | Sponsored Events                   | 34,800.00                | 34,800.00               | 0.00               | 2,408.41            | 32,391.59                              | 93.08 %              |
| <a href="#">200-401-70013</a>                          | DSRP Sales Tax                     | 0.00                     | 0.00                    | 0.00               | 352.16              | -352.16                                | 0.00 %               |

|                                       |   | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|---------------------------------------|---|--------------------------|-------------------------|--------------------|---------------------|--|----------------------|
| <a href="#">200-401-90013</a>         | Transfer to Vehicle Replacement Fu                    | 5,731.00                 | 5,731.00                | 0.00               | 0.00                | 5,731.00                               | 100.00 %             |
|                                       | <b>Department: 401 - DSRP Total:</b>                  | <b>583,720.49</b>        | <b>598,720.49</b>       | <b>30,415.62</b>   | <b>88,378.33</b>    | <b>510,342.16</b>                      | <b>85.24%</b>        |
|                                       | <b>Expense Total:</b>                                 | <b>585,720.49</b>        | <b>600,720.49</b>       | <b>30,415.62</b>   | <b>90,123.71</b>    | <b>510,596.78</b>                      | <b>85.00%</b>        |
|                                       | <b>Fund: 200 - Dripping Springs Ranch Park Total:</b> | <b>585,720.49</b>        | <b>600,720.49</b>       | <b>30,415.62</b>   | <b>90,123.71</b>    | <b>510,596.78</b>                      | <b>85.00%</b>        |
| <b>Fund: 400 - Wastewater Utility</b> |   |                          |                         |                    |                     |  |                      |
| <b>Expense</b>                        |   |                          |                         |                    |                     |  |                      |
| <b>Department: 300 - Utilities</b>    |   |                          |                         |                    |                     |  |                      |
| <a href="#">400-300-60000</a>         | Regular Employees                                     | 246,000.00               | 246,000.00              | 23,631.84          | 43,147.69           | 202,852.31                             | 82.46 %              |
| <a href="#">400-300-60002</a>         | Overtime  | 0.00                     | 0.00                    | 558.45             | 683.55              | -683.55                                | 0.00 %               |
| <a href="#">400-300-60003</a>         | On Call Pay   | 10,400.00                | 10,400.00               | 1,200.00           | 1,400.00            | 9,000.00                               | 86.54 %              |
| <a href="#">400-300-61000</a>         | Health Insurance                                      | 28,931.49                | 28,931.49               | 2,236.17           | 3,933.89            | 24,997.60                              | 86.40 %              |
| <a href="#">400-300-61001</a>         | Dental Insurance                                      | 1,806.72                 | 1,806.72                | 138.96             | 243.18              | 1,563.54                               | 86.54 %              |
| <a href="#">400-300-61002</a>         | Medicare  | 0.00                     | 0.00                    | 367.61             | 654.90              | -654.90                                | 0.00 %               |
| <a href="#">400-300-61003</a>         | Social Security                                       | 0.00                     | 0.00                    | 1,571.81           | 2,800.16            | -2,800.16                              | 0.00 %               |
| <a href="#">400-300-61004</a>         | Unemployment  | 0.00                     | 0.00                    | 87.14              | 357.83              | -357.83                                | 0.00 %               |
| <a href="#">400-300-61005</a>         | Federal Withholding                                   | 20,622.60                | 20,622.60               | 0.00               | 0.00                | 20,622.60                              | 100.00 %             |
| <a href="#">400-300-61006</a>         | TMRS  | 15,384.00                | 15,384.00               | 1,523.41           | 2,713.85            | 12,670.15                              | 82.36 %              |
| <a href="#">400-300-62001</a>         | Financial   | 10,000.00                | 10,000.00               | 0.00               | 0.00                | 10,000.00                              | 100.00 %             |
| <a href="#">400-300-62002</a>         | Engineering and Surveying                             | 217,500.00               | 217,500.00              | 0.00               | 0.00                | 217,500.00                             | 100.00 %             |
| <a href="#">400-300-62003</a>         | Special Counsel & Consultants                         | 35,000.00                | 35,000.00               | 0.00               | 0.00                | 35,000.00                              | 100.00 %             |
| <a href="#">400-300-62019</a>         | Planning and Permitting                               | 50,000.00                | 50,000.00               | 667.50             | 3,165.26            | 46,834.74                              | 93.67 %              |
| <a href="#">400-300-62020</a>         | Lab Testing   | 25,000.00                | 25,000.00               | 0.00               | 0.00                | 25,000.00                              | 100.00 %             |
| <a href="#">400-300-63001</a>         | Equipment Maintenance                                 | 0.00                     | 0.00                    | 0.00               | 10.99               | -10.99                                 | 0.00 %               |
| <a href="#">400-300-63002</a>         | Fleet Maintenance                                     | 1,200.00                 | 1,200.00                | 0.00               | 0.00                | 1,200.00                               | 100.00 %             |
| <a href="#">400-300-63005</a>         | Training/Continuing Education                         | 8,000.00                 | 8,000.00                | 0.00               | 0.00                | 8,000.00                               | 100.00 %             |
| <a href="#">400-300-63009</a>         | Street/ROW Maintenance                                | 10,000.00                | 10,000.00               | 0.00               | 0.00                | 10,000.00                              | 100.00 %             |
| <a href="#">400-300-63025</a>         | Wastewater Treatment Plant Maint                      | 63,100.00                | 63,100.00               | 847.00             | 2,192.00            | 60,908.00                              | 96.53 %              |
| <a href="#">400-300-63026</a>         | Routine Operations                                    | 70,000.00                | 70,000.00               | 6,249.83           | 8,831.74            | 61,168.26                              | 87.38 %              |
| <a href="#">400-300-63027</a>         | Operations Non Routine                                | 65,000.00                | 90,000.00               | 0.00               | 3,937.50            | 86,062.50                              | 95.63 %              |
| <a href="#">400-300-63028</a>         | Lift Station Maintenance                              | 40,600.00                | 40,600.00               | 1,173.50           | 5,961.95            | 34,638.05                              | 85.32 %              |
| <a href="#">400-300-63029</a>         | Sanitary Sewer Line Maintenance                       | 39,000.00                | 39,000.00               | 0.00               | 15,203.52           | 23,796.48                              | 61.02 %              |
| <a href="#">400-300-63030</a>         | Drip Field Maintenance                                | 25,000.00                | 25,000.00               | 4,581.38           | 5,612.83            | 19,387.17                              | 77.55 %              |
| <a href="#">400-300-63031</a>         | Sludge Hauling  | 80,000.00                | 80,000.00               | 7,692.19           | 21,564.36           | 58,435.64                              | 73.04 %              |
| <a href="#">400-300-63033</a>         | Wastewater Flow Measurement                           | 9,000.00                 | 9,000.00                | -583.09            | 1,584.91            | 7,415.09                               | 82.39 %              |
| <a href="#">400-300-63034</a>         | Utility Operations                                    | 53,500.00                | 53,500.00               | 7,864.75           | 14,458.75           | 39,041.25                              | 72.97 %              |
| <a href="#">400-300-64001</a>         | IT Equipment & Support                                | 0.00                     | 0.00                    | 44.26              | 44.26               | -44.26                                 | 0.00 %               |
| <a href="#">400-300-64003</a>         | Uniforms  | 2,800.00                 | 2,800.00                | 311.61             | 1,235.61            | 1,564.39                               | 55.87 %              |
| <a href="#">400-300-64006</a>         | Fleet Acquisition                                     | 46,400.00                | 46,400.00               | 0.00               | 38,143.00           | 8,257.00                               | 17.80 %              |
| <a href="#">400-300-64008</a>         | Fuel  | 5,000.00                 | 5,000.00                | 129.42             | 129.42              | 4,870.58                               | 97.41 %              |
| <a href="#">400-300-64010</a>         | Supplies  | 10,000.00                | 45,000.00               | 10,955.28          | 11,880.30           | 33,119.70                              | 73.60 %              |
| <a href="#">400-300-64022</a>         | Chemicals   | 9,600.00                 | 9,600.00                | 1,707.81           | 1,707.81            | 7,892.19                               | 82.21 %              |
| <a href="#">400-300-64023</a>         | Equipment   | 123,240.00               | 123,240.00              | 132.98             | 1,934.92            | 121,305.08                             | 98.43 %              |
| <a href="#">400-300-65000</a>         | Network/Phone   | 8,904.00                 | 8,904.00                | 112.77             | 589.23              | 8,314.77                               | 93.38 %              |
| <a href="#">400-300-65017</a>         | Electric  | 73,500.00                | 73,500.00               | 6,694.50           | 19,485.17           | 54,014.83                              | 73.49 %              |
| <a href="#">400-300-70001</a>         | Mileage   | 0.00                     | 0.00                    | 75.82              | 75.82               | -75.82                                 | 0.00 %               |
| <a href="#">400-300-70003</a>         | Other Expenses  | 52,000.00                | 52,000.00               | 0.00               | 0.00                | 52,000.00                              | 100.00 %             |
| <a href="#">400-300-71000</a>         | Capital Projects                                      | 2,225,000.00             | 2,225,000.00            | 0.00               | 0.00                | 2,225,000.00                           | 100.00 %             |
| <a href="#">400-300-72001</a>         | TWDB - Capital Projects                               | 5,050,000.00             | 5,050,000.00            | 0.00               | 0.00                | 5,050,000.00                           | 100.00 %             |
| <a href="#">400-300-72002</a>         | TWDB - Engineering and Design                         | 747,500.00               | 747,500.00              | 44,467.29          | 44,467.29           | 703,032.71                             | 94.05 %              |
| <a href="#">400-300-72003</a>         | TWDB - Special Counsel and Consul                     | 0.00                     | 0.00                    | 8,676.22           | 16,276.22           | -16,276.22                             | 0.00 %               |
| <a href="#">400-300-72004</a>         | TWDB - Misc.  | 760,000.00               | 760,000.00              | 0.00               | 900.00              | 759,100.00                             | 99.88 %              |
| <a href="#">400-300-90010</a>         | Transfer to Water Fund                                | 12,000.00                | 12,000.00               | 0.00               | 0.00                | 12,000.00                              | 100.00 %             |
|                                       | <b>Department: 300 - Utilities Total:</b>             | <b>10,250,988.81</b>     | <b>10,310,988.81</b>    | <b>133,116.41</b>  | <b>275,327.91</b>   | <b>10,035,660.90</b>                   | <b>97.33%</b>        |
|                                       | <b>Expense Total:</b>                                 | <b>10,250,988.81</b>     | <b>10,310,988.81</b>    | <b>133,116.41</b>  | <b>275,327.91</b>   | <b>10,035,660.90</b>                   | <b>97.33%</b>        |
|                                       | <b>Fund: 400 - Wastewater Utility Total:</b>          | <b>10,250,988.81</b>     | <b>10,310,988.81</b>    | <b>133,116.41</b>  | <b>275,327.91</b>   | <b>10,035,660.90</b>                   | <b>97.33%</b>        |
|                                       | <b>Report Total:</b>                                  | <b>20,258,901.71</b>     | <b>20,432,990.60</b>    | <b>806,428.17</b>  | <b>1,701,455.94</b> | <b>18,731,534.66</b>                   | <b>91.67%</b>        |

**Group Summary**

| Department  | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|---|--------------------------|-------------------------|--------------------|---------------------|--|----------------------|
| <b>Fund: 100 - General Fund</b>                       |                          |                         |                    |                     |  |                      |
| <b>Expense</b>  |                          |                         |                    |                     |  |                      |
| 000 - Undesignated                                    | 3,785,874.64             | 3,842,021.03            | 39,318.16          | 121,753.47          | 3,720,267.56                           | 96.83%               |
| 100 - City Council/Boards & Commissions               | 24,500.00                | 24,500.00               | 520.00             | 520.00              | 23,980.00                              | 97.88%               |
| 101 - City Administrators Office                      | 0.00                     | 0.00                    | 62,956.73          | 143,711.89          | -143,711.89                            | 0.00%                |
| 102 - City Secretary                                  | 20,570.00                | 20,570.00               | 13,438.53          | 31,136.99           | -10,566.99                             | -51.37%              |
| 103 - Courts  | 15,500.00                | 15,500.00               | 600.00             | 1,062.50            | 14,437.50                              | 93.15%               |
| 104 - City Attorney                                   | 59,000.00                | 59,000.00               | 22,949.02          | 51,789.01           | 7,210.99                               | 12.22%               |
| 105 - Communications                                  | 14,113.00                | 14,113.00               | 11,017.80          | 25,214.60           | -11,101.60                             | -78.66%              |
| 106 - IT  | 267,032.00               | 267,032.00              | 18,962.13          | 70,220.61           | 196,811.39                             | 73.70%               |
| 107 - Finance   | 1,178,377.98             | 1,178,377.98            | 28,245.22          | 80,207.99           | 1,098,169.99                           | 93.19%               |
| 200 - Planning & Development                          | 303,500.00               | 303,500.00              | 34,153.31          | 82,738.21           | 220,761.79                             | 72.74%               |
| 201 - Building  | 751,000.00               | 751,000.00              | 227,001.00         | 252,520.11          | 498,479.89                             | 66.38%               |
| 300 - Utilities                                       | 775,000.00               | 775,000.00              | 20,568.87          | 76,570.47           | 698,429.53                             | 90.12%               |
| 304 - Maintenance                                     | 1,225,485.25             | 1,225,485.25            | 56,171.01          | 163,311.15          | 1,062,174.10                           | 86.67%               |
| 400 - Parks & Recreation                              | 240,963.90               | 283,906.40              | 39,909.80          | 76,797.86           | 207,108.54                             | 72.95%               |
| 401 - DSRP  | 480,446.40               | 480,446.40              | 48,007.70          | 111,698.03          | 368,748.37                             | 76.75%               |
| 402 - Aquatics  | 120,331.24               | 120,331.24              | 7,950.87           | 22,090.62           | 98,240.62                              | 81.64%               |
| 404 - Founders Day                                    | 99,550.00                | 99,550.00               | 0.00               | 0.00                | 99,550.00                              | 100.00%              |
| 500 - Emergency Management                            | 60,948.00                | 60,948.00               | 11,125.99          | 24,660.81           | 36,287.19                              | 59.54%               |
| <b>Expense Total:</b>                                 | <b>9,422,192.41</b>      | <b>9,521,281.30</b>     | <b>642,896.14</b>  | <b>1,336,004.32</b> | <b>8,185,276.98</b>                    | <b>85.97%</b>        |
| <b>Fund: 100 - General Fund Total:</b>                | <b>9,422,192.41</b>      | <b>9,521,281.30</b>     | <b>642,896.14</b>  | <b>1,336,004.32</b> | <b>8,185,276.98</b>                    | <b>85.97%</b>        |
| <b>Fund: 200 - Dripping Springs Ranch Park</b>        |                          |                         |                    |                     |  |                      |
| <b>Expense</b>  |                          |                         |                    |                     |  |                      |
| 400 - Parks & Recreation                              | 2,000.00                 | 2,000.00                | 0.00               | 1,745.38            | 254.62                                 | 12.73%               |
| 401 - DSRP  | 583,720.49               | 598,720.49              | 30,415.62          | 88,378.33           | 510,342.16                             | 85.24%               |
| <b>Expense Total:</b>                                 | <b>585,720.49</b>        | <b>600,720.49</b>       | <b>30,415.62</b>   | <b>90,123.71</b>    | <b>510,596.78</b>                      | <b>85.00%</b>        |
| <b>Fund: 200 - Dripping Springs Ranch Park Total:</b> | <b>585,720.49</b>        | <b>600,720.49</b>       | <b>30,415.62</b>   | <b>90,123.71</b>    | <b>510,596.78</b>                      | <b>85.00%</b>        |
| <b>Fund: 400 - Wastewater Utility</b>                 |                          |                         |                    |                     |  |                      |
| <b>Expense</b>  |                          |                         |                    |                     |  |                      |
| 300 - Utilities                                       | 10,250,988.81            | 10,310,988.81           | 133,116.41         | 275,327.91          | 10,035,660.90                          | 97.33%               |
| <b>Expense Total:</b>                                 | <b>10,250,988.81</b>     | <b>10,310,988.81</b>    | <b>133,116.41</b>  | <b>275,327.91</b>   | <b>10,035,660.90</b>                   | <b>97.33%</b>        |
| <b>Fund: 400 - Wastewater Utility Total:</b>          | <b>10,250,988.81</b>     | <b>10,310,988.81</b>    | <b>133,116.41</b>  | <b>275,327.91</b>   | <b>10,035,660.90</b>                   | <b>97.33%</b>        |
| <b>Report Total:</b>                                  | <b>20,258,901.71</b>     | <b>20,432,990.60</b>    | <b>806,428.17</b>  | <b>1,701,455.94</b> | <b>18,731,534.66</b>                   | <b>91.67%</b>        |

## Fund Summary

| Fund                              | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|-----------------------------------|--------------------------|-------------------------|--------------------|---------------------|--|----------------------|
| 100 - General Fund                | 9,422,192.41             | 9,521,281.30            | 642,896.14         | 1,336,004.32        | 8,185,276.98                           | 85.97%               |
| 200 - Dripping Springs Ranch Park | 585,720.49               | 600,720.49              | 30,415.62          | 90,123.71           | 510,596.78                             | 85.00%               |
| 400 - Wastewater Utility          | 10,250,988.81            | 10,310,988.81           | 133,116.41         | 275,327.91          | 10,035,660.90                          | 97.33%               |
| <b>Report Total:</b>              | <b>20,258,901.71</b>     | <b>20,432,990.60</b>    | <b>806,428.17</b>  | <b>1,701,455.94</b> | <b>18,731,534.66</b>                   | <b>91.67%</b>        |





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

**Submitted By:** Kelly Schmidt, Parks & Community Services Director

**City Council Meeting Date:** January 12, 2022

**Agenda Item Wording:** Approve seasonal program staff job descriptions for Coyote Kids Nature Camp

**Agenda Item Requester:** Mack Rusick/Kelly Schmidt

**Agenda Item Sponsor:** Council Member Sherrie Parks

**Summary/Background:** Every summer season the Parks & Community services department’s staff size expands significantly to encompass full-time and part-time seasonal employees. These extra team members enable the department to operate special programs and facilities for a brief period during the summer months (approximately 10wks). Each winter the job descriptions for the positions are reviewed by staff and may need updating or overhauling based on the operational needs of the programs and facilities they support. Lessons learned from the previous year may also be a contributing factor for the updating. All positions are included and funded by the approved FY2022 approved payroll budget.

The Coyote Kids Nature Camp job descriptions are ready for City Council approval. The Camp Coordinator and Camp Counselor job description changes are very minor. We created job descriptions for a Lead Camp Counselor and an Assistant Camp Coordinator. City Administrator Michelle Fischer and City Attorney Laura Mueller have reviewed these job descriptions.

**Staff Recommendation** Recommend approval.

**Attachments:**

- 1) Camp Coordinator (formerly Camp Director & updated)
- 2) Assistant Camp Coordinator (new)
- 3) Lead Camp Counselor (new)
- 4) Camp Counselor (updated)

**Next Steps/Schedule:** Once approved – post on city website and other outlets.



**TITLE:** Coyote Kids Camp Coordinator  
**REPORTS TO:** Programs & Aquatics Manager  
**STATUS:** Full-time Seasonal

### **GENERAL PURPOSE**

The Full-Time Seasonal Camp Coordinator will provide leadership over camp operations and help facilitate day-to-day nature-based activities while maintaining a safe and inclusive environment. The Camp Coordinator directly supervises 10 counselors as well as indirectly, 5 groups of 10-12 youth, ages 6-11 years. Dripping Springs Coyote Kids Nature Camp provides 9 weeks of themed summer camps with a variety of group activities, sports, games, arts & crafts, and daily hiking. Camp runs from 7:00 am to 6:00 pm Monday through Friday. The required summer commitment is from staff training week, Tuesday, May 31, 2022, until the end of Camp, Friday, August 5, 2022. No exceptions. This is a full-time, seasonal, summer job.

### **SUPERVISION RECEIVED**

Works under the general direction of the Programs & Aquatics Manager, and the Parks and Community Services Director.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Oversees all camp logistics and daily operations to ensure effective implementation of all activities and participation of campers and staff.
2. Responsible for camper registration reconciliation, waivers cataloging, special camper needs, and other camp administrative needs.
3. Leads by example; willing to participate fully in all activities including singing or playing.
4. Exudes positivity; encouraging youth and staff to try their best, participate in all activities, and builds relationships with campers and counselors alike.
5. Leads the camp with confidence, kindness, creativity, and enthusiasm.
6. Communicates kindly and effectively with youth, peers, and parents.
7. Leads the design and implementation of all camp counselor trainings and in-services.
8. Always tends to the health and safety of staff and children under the coordinator's care.
9. Serves as the camp's greatest cheerleader and assists with marketing and promotion.

Camp Coordinator  
 Job Description

*Approved XX/XX/XX*

10. Serves as a key component of the safety chain of command and must be confident and prepared to render first aid if the need arises.
11. Exercises sound judgement always.
12. Understands the importance of safety, vigilance, and order, and can work effectively with little supervision in a fast-paced and highly energetic environment.
13. Manages behavioral issues in a discrete, professional, and kind manor.

### **EDUCATION, EXPERIENCE, AND CERTIFICATIONS**

Education: High School Diploma or Equivalent. Preferred one season of camp counselor experience.

1. Minimum of two years work experience working in a leadership position in youth programs or summer camps with children ages 6 – 11 years required.
2. Ability to handle and maintain confidential and sensitive information while maintaining confidentiality.
3. College credits completed in Recreation, Early Childhood Education, Education, or Kinesiology preferred.
4. Ability to work independently and exercise good judgment.
5. Must have a valid Adult/Pediatric CPR, First Aid, and AED certification prior to the start of camp (certification class will be provided during training).

### **TOOLS AND EQUIPMENT USED**

Camp supplies and athletic equipment.

### **SPECIAL REQUIREMENTS**

1. A valid state driver's license.
2. Candidates must be a minimum age of 18 years old prior to camp starting.
3. While performing the duties of this job, the employee is frequently required to sit, communicate, use hands, and reach with hands and arms.
4. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds of camp supplies, athletic equipment, and camp equipment.
5. Must be able to work all 10 weeks of camp (including staff training week) from Tuesday, May 31, 2022, to Friday August 5, 2022, including the week of July 4<sup>th</sup>.

6. Must enjoy working with youth of all ages in an outdoor environment.
7. Must have reliable transportation.

### **WORK ENVIRONMENT**

This position is performed in an indoor and outdoor environment in all weather conditions. The employee must be able to sit, stand, bend, and reach for extended periods of time. The employee must have the mobility to move to and from various points within the city. The employee must be able to speak, read, and write proficiently in English. The employee must be able to lift, push, or pull a minimum 50 lbs. This camp hikes daily over uneven terrain; counselors must be comfortable with being hot and in the outdoors. This position may be required to perform other camp or department related duties.

### **WORK HOURS**

This is a full-time, non-exempt, temporary position. The Camp Coordinator position will be required to work approximately early May through mid-August. Staff training and camp set up will occur the first week in June. Camp will begin June 6<sup>th</sup> and end August 5<sup>th</sup>. All camp coordinators and counselors will be required to work Monday through Friday, 40 hours a week. Hours and schedule will be fixed. This position is non-exempt and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period. Any overtime hours performed must be preapproved by the Programs & Aquatics Manager or the Parks & Community Services Director.

### **SALARY**

\$18.00 - \$20.00 per hour, depending on experience. Pay days are every other Friday, or as otherwise determined by the "City of Dripping Springs Personnel Manual."

### **BENEFITS**

As a seasonal employee, the employee shall not be eligible for benefits. Benefits shall be in accordance with those outlined in the "City of Dripping Springs Personnel Manual," as may be modified by the employee's offer letter and subsequent revisions to the Manual.

### **EQUAL OPPORTUNITY EMPLOYER**

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

### **TO APPLY**

Please complete a City of Dripping Springs employment application and submit it to Programs & Aquatics Manager Mack Rusick by email to [mrusick@cityofdrippingsprings.com](mailto:mrusick@cityofdrippingsprings.com), mailing to PO Box 384, Dripping Springs, TX 78620, or delivering to 511 Mercer Street, Dripping Springs, TX 78620.

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



**TITLE:** Coyote Kids Assistant Camp Coordinator  
**REPORTS TO:** Camp Coordinator  
**STATUS:** Full-time Seasonal

**GENERAL PURPOSE**

The Full-Time Seasonal Assistant Camp Coordinator will serve as support and assist with daily camp operations and logistics. When needed they will lead and directly supervise staff and campers while helping to facilitate daily activities and maintain a safe and inclusive environment. Dripping Springs Coyote Kids Nature Camp provides 9 weeks of themed summer camps with a variety of group activities, sports, games, arts & crafts, and daily hiking. Camp runs from 7:00 am to 6:00 pm Monday through Friday. The required summer commitment is from staff training week, Tuesday, May 31, 2022, until the end of Camp Friday, August 5, 2022. No exceptions. This is a full-time, seasonal, summer job.

**SUPERVISION RECEIVED**

Works under the general direction of the Camp Coordinator, the Programs & Aquatics Manager, and the Parks and Community Services Director.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Assists the Camp Coordinator with daily operations and ensures successful execution of daily activities.
2. Leads when needed with confidence, kindness, creativity, and enthusiasm.
3. Responsible for assisting the Camp Coordinator with camp administrative needs.
4. Always tends to the health and safety of staff and children under the coordinator’s care.
5. Serves as a key component of the safety chain of command and must be confident and prepared to render first aid if the need arises.
6. Exudes positivity; encouraging youth and staff to try their best, participate in all activities, and builds relationships with campers and counselors alike.
7. Communicates kindly and effectively with youth, peers, and parents.
8. Assists with the design and implementation of all camp counselor trainings and in-services.
9. Exercises sound judgement always.
10. Understands the importance of safety, vigilance, and order, and can work effectively with little supervision in a fast-paced and highly energetic environment.
11. Manages behavioral issues in a discrete, professional, and kind manner.

Camp Assistant Coordinator  
Job Description

*Approved XX/XX/XX*



## **EDUCATION, EXPERIENCE, AND CERTIFICATIONS**

Education: High School Diploma or Equivalent. Preferred one season of camp counselor experience.

1. Prior experience working in youth programs or summer camps with children ages 6 – 11 years required.
2. Ability to handle and maintain confidential and sensitive information while maintaining confidentiality.
3. College credits completed in Recreation, Early Childhood Education, Education, or Kinesiology preferred.
4. Ability to work independently and exercise good judgment.
5. Must have a valid Adult/Pediatric CPR, First Aid, and AED certification prior to the start of camp (certification class will be provided during training).

## **TOOLS AND EQUIPMENT USED**

Camp supplies and athletic equipment.

## **SPECIAL REQUIREMENTS**

1. A valid state driver's license.
2. Employee must be a minimum age of 18 years old prior to camp starting.
3. While performing the duties of this job, the employee is frequently required to sit, communicate, use hands, and reach with hands and arms.
4. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds of camp supplies, athletic equipment, and camp equipment.
5. Must be able to work all 10 weeks of camp (including staff training week) from Tuesday, May 31, 2022, to Friday, August 5, 2022, including the week of July 4<sup>th</sup>.
6. Must enjoy working with youth of all ages in an outdoor environment.
7. Must have reliable transportation.

## **WORK ENVIRONMENT**

This position is performed in an indoor and outdoor environment in all weather conditions. Employee must be able to sit, stand, bend, and reach for extended periods of time. Employee must have the mobility to move to and from various points within the city. Employee must be able to speak, read, and write proficiently in English. Employee must be able to lift, push, or pull a minimum 50 lbs. This camp hikes daily over uneven terrain; counselors must be comfortable with being hot and in the outdoors. This position may be required to perform other camp or department related duties.

Camp Assistant Coordinator  
Job Description

*Approved XX/XX/XX*

**WORK HOURS**

This is a full-time, non-exempt, temporary position. The Assistant Camp Coordinator position will be required to work, approximately, mid-May through mid-August. Training and camp set up will occur the first week in June. Camp will begin June 6<sup>th</sup> and end August 5<sup>th</sup>. All camp coordinators and counselors will be required to work Monday through Friday, 40 hours a week. Hours and schedule will be fixed. This position is non-exempt and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period. Any overtime hours performed must be preapproved by the Programs & Aquatics Manager or the Parks & Community Services Director.

**SALARY**

\$15.00 per hour. Pay days are every other Friday, or as otherwise determined by the “City of Dripping Springs Personnel Manual.”

**BENEFITS**

As a seasonal employee, the employee shall not be eligible for benefits. Benefits shall be in accordance with those outlined in the “City of Dripping Springs Personnel Manual,” as may be modified by the employee’s offer letter and subsequent revisions to the Manual.

**EQUAL OPPORTUNITY EMPLOYER**

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

**TO APPLY**

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**TITLE:** Coyote Kids Lead Camp Counselor  
**REPORTS TO:** Camp Coordinator  
**STATUS:** Full-time Seasonal

### **GENERAL PURPOSE**

The Full-Time Seasonal Lead Camp Counselor will lead a group of 10-12 youth, ages 6-11, in day-to-day nature-based programs and activities. Lead Camp Counselors, with assistance from the Camp Counselor, will be responsible for providing a fun and adventurous experience and maintaining a safe and inclusive environment. Dripping Springs Coyote Kids Nature Camp provides 9 weeks of themed summer camps with a variety of group activities, sports, games, arts & crafts, and daily hiking. Camp runs from 7:00 am to 6:00 pm Monday through Friday. The required summer commitment is from staff training week, Tuesday, May 31, 2022, until the end of Camp, Friday, August 5, 2022. No exceptions. This is a full-time, seasonal, summer job.

### **SUPERVISION RECEIVED**

Works under the general direction of the Camp Coordinator, the Programs & Aquatics Manager, and the Parks and Community Services Director.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Leads their assigned group through daily activities with confidence, kindness, creativity, and enthusiasm.
2. Always tends to the health and safety of children in the counselor's care.
3. Serves as a key component of the safety chain of command and must be confident and prepared to render first aid if the need arises.
4. Exudes positivity; encouraging youth to try their best, participate in all activities, and build relationships with campers and counselors alike.
5. Communicates kindly and effectively with youth, peers, and parents.
6. Performs routine maintenance in camp use areas daily and as needed.
7. Exercises sound judgement always.
8. Understands the importance of safety, vigilance, and order and can work effectively with little supervision in a fast-paced and highly energetic environment.

### **EDUCATION, EXPERIENCE, AND CERTIFICATIONS**

Education: High School Diploma or Equivalent. Preferred one season of camp counselor experience.

1. Prior experience working in youth programs or summer camps with children ages 6 – 11 years old preferred.

Lead Camp Counselor  
 Job Description

*Approved XX/XX/XX*

2. Strong leadership skills.
3. Ability to handle and maintain confidential and sensitive information while maintaining confidentiality.
4. Ability to work independently and exercise good judgment.
5. Must have a valid Adult/Pediatric CPR, First Aid, and AED certification prior to the start of camp (certification class will be provided during training).

### **TOOLS AND EQUIPMENT USED**

Camp supplies and athletic equipment.

### **SPECIAL REQUIREMENTS**

1. A valid state driver's license.
2. Employee must be a minimum age of 18 years old prior to camp starting.
3. While performing the duties of this job, the employee is frequently required to sit, communicate, use hands, and reach with hands and arms.
4. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds of camp supplies, athletic equipment, and camp equipment.
5. Must be able to work all 10 weeks of camp (including staff training week) from Tuesday, May 31, 2022, to Friday, August 5, 2022, including the week of July 4<sup>th</sup>.
6. Must enjoy working with youth of all ages in an outdoor environment.
7. Must have reliable transportation.

### **WORK ENVIRONMENT**

This position is performed in an indoor and outdoor environment in all weather conditions. Employee must be able to sit, stand, bend, and reach for extended periods of time. Employee must have the mobility to move to and from various points within the city. Employee must be able to speak, read, and write proficiently in English. Employee must be able to lift, push, or pull a minimum 50 lbs. This camp hikes daily over uneven terrain; counselors must be comfortable with being hot and in the outdoors. This position may be required to perform other camp or department related duties.

### **WORK HOURS**

This is a full-time, non-exempt, temporary position. The Camp Counselor position will be required to work, approximately, early June through mid-August. Training and camp set up will occur the first week in June. Camp will begin June 6<sup>th</sup> and end August 5<sup>th</sup>. All camp counselors will be required to work Monday through Friday, 40hrs a week. Hours and schedule will be fixed. This position is non-Lead Camp Counselor

Job Description

*Approved XX/XX/XX*

exempt and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period. Any overtime hours performed must be preapproved by the Programs & Aquatics Manager or the Parks & Community Services Director.

### **SALARY**

\$12.00 - \$15.00 per hour, depending on experience. Pay days are every other Friday, or as otherwise determined by the “City of Dripping Springs Personnel Manual.”

### **BENEFITS**

As a seasonal employee, the employee shall not be eligible for benefits. Benefits shall be in accordance with those outlined in the “City of Dripping Springs Personnel Manual,” as may be modified by the employee’s offer letter and subsequent revisions to the Manual.

### **EQUAL OPPORTUNITY EMPLOYER**

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

### **TO APPLY**

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**TITLE:** Coyote Kids Camp Counselor  
**REPORTS TO:** Camp Coordinator  
**STATUS:** Full-time Seasonal

### **GENERAL PURPOSE**

The Full-Time Seasonal Camp Counselor will serve as support and assist in leading a group of 10-12 youth, ages 6-11, in day-to-day nature-based programs and activities. Camp Counselors will assist the Lead Camp Counselor in providing a fun and safe environment for the youth in their assigned group. Dripping Springs Coyote Kids Nature Camp provides 9 weeks of themed summer camps with a variety of group activities, sports, games, arts & crafts, and daily hiking. Camp runs from 8:00 am to 6:00 pm Monday through Friday. The required summer commitment is from staff training week, Tuesday, May 31, 2022, until the end of Camp Friday, August 5, 2022. No exceptions. This is a full-time, seasonal, summer job.

### **SUPERVISION RECEIVED**

Works under the general direction of the Camp Coordinator, the Programs & Aquatics Manager, and the Parks and Community Services Director.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Assists the Lead Camp Counselor in facilitating daily activities and leads when needed with confidence, kindness, creativity, and enthusiasm.
2. Always tends to the health and safety of children in the counselor's care.
3. Serves as a key component of the safety chain of command and must be confident and prepared to render first aid if the need arises.
4. Exudes positivity; encouraging youth to try their best, participate in all activities, and build relationships with campers and counselors alike.
5. Communicates kindly and effectively with youth, peers, and parents.
6. Performs routine maintenance in camp use areas daily and as needed.
7. Exercise sound judgement always.
8. Understands the importance of safety, vigilance, and order and can work effectively with little supervision in a fast-paced and highly energetic environment.

9.

### **EDUCATION, EXPERIENCE, AND CERTIFICATIONS**

Education: Some High School education or equivalent. No work experience necessary.

Camp Counselor  
 Job Description

*Approved XX/XX/XX*



1. Ability to handle and maintain confidential and sensitive information while maintaining confidentiality.
2. Ability to work independently and exercise good judgment.
3. Must have a valid Adult/Pediatric CPR, First Aid, and AED certification prior to the start of camp (certification class will be provided during training).

### **TOOLS AND EQUIPMENT USED**

Camp supplies and athletic equipment.

### **SPECIAL REQUIREMENTS**

1. A valid state driver's license.
2. Employee must be a minimum age of 16 years old prior to camp starting.
3. While performing the duties of this job, the employee is frequently required to sit, communicate, use hands, and reach with hands and arms.
4. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds of camp supplies, athletic equipment, and camp equipment.
5. Must be able to work all 10 weeks of camp (including staff training week) from Tuesday, May 31, 2022, to Friday, August 5, 2022, including the week of July 4<sup>th</sup>.
6. Must enjoy working with youth of all ages in an outdoor environment.
7. Must have reliable transportation.

### **WORK ENVIRONMENT**

This position is performed in an indoor and outdoor environment in all weather conditions. Employee must be able to sit, stand, bend, and reach for extended periods of time. Employee must have the mobility to move to and from various points within the city. Employee must be able to speak, read, and write proficiently in English. Employee must be able to lift, push, or pull a minimum 50 lbs. This camp hikes daily over uneven terrain; counselors must be comfortable with being hot and in the outdoors. This position may be required to perform other camp or department related duties.

[LM1]

### **WORK HOURS**

This is a full-time, non-exempt, temporary position. The Camp Counselor position will be required to work, approximately, early June through mid-August. Training and camp set up will occur the first week in June and camp will begin June 6<sup>th</sup> and end August 5<sup>th</sup>. All camp counselors will be required to work Monday through Friday, 40 hours a week. Hours and schedule will be fixed. This position is non-exempt and eligible for overtime pursuant to the needs of the City, if the employee works more than

Camp Counselor  
Job Description

*Approved XX/XX/XX*

forty (40) hours in a seven (7) day work period. Any overtime hours performed must be preapproved by the Programs & Aquatics Manager or the Parks & Community Services Director.

### **SALARY**

\$10.00 - \$12.00 per hour, depending on experience. Pay days are every other Friday, or as otherwise determined by the “City of Dripping Springs Personnel Manual.”

### **BENEFITS**

As a seasonal employee, the employee shall not be eligible for benefits. Benefits shall be in accordance with those outlined in the “City of Dripping Springs Personnel Manual,” as may be modified by the employee’s offer letter and subsequent revisions to the Manual.

### **EQUAL OPPORTUNITY EMPLOYER**

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

### **TO APPLY**

Please complete a City of Dripping Springs employment application and submit it to Programs & Aquatics Manager Mack Rusick by email to [mrusick@cityofdrippingsprings.com](mailto:mrusick@cityofdrippingsprings.com), mailing to PO Box 384, Dripping Springs, TX 78620, or delivering to 511 Mercer Street, Dripping Springs, TX 78620.

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



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

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

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**Council Meeting Date:** January 18, 2022

**Agenda Item Wording:** **A Resolution of the City of Dipping Springs, Texas, approving and accepting a construction bond for Driftwood Club Core Phase 1 water and wastewater**

**Agenda Item Requestor:**

---

**Summary/Background:** The Driftwood Club Core Phase 1 has construction plans and an Engineer's cost estimate for construction of all public improvements. Fiscal surety is being posted to the City in the form of a construction bond in the amount of the cost of the water and wastewater infrastructure to be owned and operated by the City. All other public improvements are to be covered in a construction bond to Hays County.

**Commission  
Recommendations:**

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

**Attachments:**

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

**DRIFTWOOD CLUB CORE PHASE ONE  
PRELIMINARY CONSTRUCTION  
ESTIMATE  
Paving, Drainage, Water & Wastewater  
Improvements**

| <b>PAVING IMPROVEMENTS</b>         |                 |             |   |                   |                     |
|------------------------------------|-----------------|-------------|---|-------------------|---------------------|
| <b>Bid Item</b>                    | <b>Quantity</b> | <b>Unit</b> | <b>Written Price &amp; Description</b>  | <b>Unit Price</b> | <b>Total Price</b>  |
| P-1                                | 0.68            | AC          | Clearing & Grubbing   | \$5,000.00        | \$3,400.00          |
| P-2                                | 2,940           | SY          | Street Excavation/embankment  | \$4.50            | \$13,230.00         |
| P-3                                | 2,940           | SY          | Subgrade Preparation  | \$3.50            | \$10,290.00         |
| P-4                                | 2,940           | SY          | 10" Compacted Flexible Base   | \$10.00           | \$29,400.00         |
| P-5                                | 2,178           | SY          | 1-1/2" Hot Mix Asphaltic Concrete   | \$7.80            | \$16,988.40         |
| P-6                                | 1,960           | LF          | 1.5' Laydown Curb   | \$12.00           | \$23,520.00         |
| P-7                                | 1,284           | LF          | Silt Fence  | \$3.00            | \$3,852.00          |
| P-8                                | 1               | EA          | Stabilized Construction Entrance  | \$1,000.00        | \$1,000.00          |
| P-9                                | 2,000           | SY          | Revegetation with min. 4" topsoil   | \$2.00            | \$4,000.00          |
| P-10                               | 10              | LF          | 24" Solid White Stop Line   | \$100.00          | \$1,000.00          |
| P-11                               | 1               | EA          | Speed Limit Sign, R2-1 24" x 30"  | \$350.00          | \$350.00            |
| P-12                               | 1               | EA          | Stop Sign, R1-1, 30" x 30"  | \$348.00          | \$348.00            |
| P-13                               | 100             | LF          | Rock Berm   | \$20.00           | \$2,000.00          |
| P-14                               | 9               | EA          | Tree Protection Collar  | \$100.00          | \$900.00            |
| P-15                               | 1,200           | LF          | Limits of Construction Fencing  | \$2.50            | \$3,000.00          |
| <b>TOTAL PAVING IMPROVEMENTS</b>   |                 |             |   |                   | <b>\$113,278.40</b> |
| <b>DRAINAGE IMPROVEMENTS</b>       |                 |             |   |                   |                     |
| <b>Bid Item</b>                    | <b>Quantity</b> | <b>Unit</b> | <b>Written Price &amp; Description</b>  | <b>Unit Price</b> | <b>Total Price</b>  |
| D-1                                | 386             | LF          | 42" storm sewer pipe  | \$158.00          | \$60,988.00         |
| D-2                                | 260             | LF          | 18" storm sewer pipe  | \$40.00           | \$10,400.00         |
| D-3                                | 646             | LF          | Trench safety system  | \$1.00            | \$646.00            |
| D-4                                | 1               | EA          | Headwall for 42" pipe with dissipators  | \$8,086.00        | \$8,086.00          |
| D-5                                | 1               | EA          | Pipe Inlet Concrete Drop Structure for 42" pipe w/<br>Concrete Riprap & 4:1 SET | \$8,400.00        | \$8,400.00          |
| D-6                                | 2               | EA          | Grate Inlet   | \$4,600.00        | \$9,200.00          |
| D-7                                | 180             | LF          | Drainage Swale, 4' bottom width with 4:1 side<br>slope,                         | \$20.00           | \$3,600.00          |
| <b>TOTAL DRAINAGE IMPROVEMENTS</b> |                 |             |   |                   | <b>\$101,320.00</b> |
| <b>WATER IMPROVEMENTS</b>          |                 |             |   |                   |                     |
| <b>Item</b>                        | <b>Quantity</b> | <b>Unit</b> | <b>Written Price &amp; Description</b>  | <b>Unit Price</b> | <b>Total Price</b>  |
| W-1                                | 790             | LF          | 8" AWWA C-900 PVC SDR 14 water pipe including<br>fittings                       | \$48.00           | \$37,920.00         |

|                                 |     |    |  |            |                    |
|---------------------------------|-----|----|--|------------|--------------------|
| W-2                             | 1   | EA | 8" Gate Valve, including box and cover   | \$1,575.00 | \$1,575.00         |
| W-3                             | 790 | LF | Trench safety system   | \$1.50     | \$1,185.00         |
| W-4                             | 2   | EA | 5 1/4" FH Assembly, includes fire line, 6" gate valve & tee  | \$4,200.00 | \$8,400.00         |
| W-5                             | 3   | EA | Raise valve castings   | \$375.00   | \$1,125.00         |
| W-6                             | 3   | EA | Double Water Service with corporation stop, piping, angle meter stop, couplings, valves, meter box | \$2,000.00 | \$6,000.00         |
| W-9                             | 1   | EA | Single Water Service with corporation stop, piping, angle meter stop, couplings, valves, meter box | \$1,500.00 | \$1,500.00         |
| <b>TOTAL WATER IMPROVEMENTS</b> |     |    |  |            | <b>\$57,705.00</b> |

| <b>LOW PRESSURE WASTEWATER IMPROVEMENTS</b>                        |          |      |  |            |                     |
|--|----------|------|--|------------|---------------------|
| Bid Item   | Quantity | Unit | Written Price & Description  | Unit Price | Total Price         |
| WW-1   | 704      | LF   | 2" PVC ASTM 2241 SDR 32 Pipe or equal, including fittings              | \$44.00    | \$30,976.00         |
| WW-2   | 704      | LF   | Trench safety system   | \$1.50     | \$1,056.00          |
| WW-3   | 1        | EA   | 2" Gate Valve with Blind Flange and Position Indicator, 2-way Cleanout | \$1,200.00 | \$1,200.00          |
| WW-4   | 3        | EA   | Double Wastewater Service  | \$2,185.00 | \$6,555.00          |
| WW-5   | 1        | EA   | Single Wastewater Service  | \$1,713.00 | \$1,713.00          |
| <b>TOTAL LOW PRESSURE WASTEWATER IMPROVEMENTS</b>                  |          |      |  |            | <b>\$41,500.00</b>  |
| <b>TOTAL PAVING, DRAINAGE, WATER &amp; WASTEWATER IMPROVEMENTS</b> |          |      |  |            | <b>\$313,803.40</b> |

*Kent W. Martin*

*9-9-2019*

**CITY OF DRIPPING SPRINGS**

**RESOLUTION NO. 2022-R\_\_\_\_\_**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), APPROVING AND ACCEPTING A CONSTRUCTION BOND FOR DRIFTWOOD CLUB CORE PHASE 1, WATER AND WASTEWATER; PROVIDING FOR PROVISIONS; EFFECTIVE DATE; AND PROPER NOTICE & MEETING

**WHEREAS**, An engineering estimate for the City of Dripping Springs (“City”) water and wastewater improvements (“Work”) for Driftwood Club Core Phase 1 has been met with a bond (“Bond”) by Sirius America Insurance Company (“Surety”) to begin such Work; and

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

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

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

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

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby approves and accepts the Company’s proposed Construction Bond, which stands as security for said completion of water and wastewater improvements for Driftwood Club Core Phase 1, Bond number 7000000158 in the sum of \$99,205.00 attached hereto as Attachment “A” and incorporated fully herein.
3. The City Secretary is hereby directed to hold the bond as security for the construction of said improvements until otherwise directed.
4. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute on the City’s behalf any documentation necessary to effectuate the intent and purpose of this Resolution.
5. This Resolution shall take effect immediately upon passage.
6. The City Secretary is instructed to file a copy of this Resolution among City records.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**APPROVED this, the 18th day of January 2022, by a vote of \_\_\_\_ (ayes), \_\_\_\_ (nays), and \_\_\_\_ (abstentions) of the City of Dripping Springs City Council.**

**CITY OF DRIPPING SPRINGS:**

---

Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary



**Attachment "A"**

**(INSERT BOND)**

Bond No. 7000000158

## SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT Driftwood DLC Investor I, LP, A Texas limited partnership located at 14605 North 73<sup>rd</sup> Street, Scottsdale, AZ 85260, as Principal, and Sirius America Insurance Company, a stock insurance company, authorized to do business in the State of Texas, as Surety, are, effective upon the Subdivision Improvement Agreement for Driftwood Creek Parcel Club Core Phase One with the City of Dripping Springs, Texas, held and firmly bound unto the City of Drippings Springs City Council, located at 511 Mercer Street, Dripping Springs, TX 78620 as Obligee, in the penal sum of Ninety Nine Thousand, Two Hundred Five, and 0/100 (\$99,205.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by theses presents.

WHEREAS, the above bounded principal has been granted approval by the above named obligee for the excavation, water and wastewater improvements for Driftwood Creek Parcel Club Core Phase One as set forth at a meeting of the Dripping Springs, Texas City Council.

WHEREAS, Principal and Obligee entered into a Subdivision Improvements Agreement for Driftwood Creek Parcel Club Core Phase One which obligates Principal to construct and install those improvements agreed to with the City Council of Dripping Springs, Texas

NOW, THEREFORE, the condition of the above obligation is such, that if the said Principal shall complete the Subdivision Improvements and all other obligations to Obligee in accordance with the Subdivision Improvement Agreement or the Obligee delivers a release, then this obligation shall be null and void, otherwise to remain in full force and effect; provided, however, upon Surety's receipt of a partial release from Obligee, the amount the Surety shall be held and firmly bound unto Obligee shall be reduced from \$99,205.00 to the amount stated in such partial release.

THE FOREGOING OBLIGATION, however, is limited by the following express conditions, the performance of which shall be a condition precedent to any rights of claims or recovery hereunder;


1. Upon the discovery by the Obligee, or by the Obligee's agent or representative, of any act or omission that shall or might involve a loss hereunder, the Obligee shall endeavor to give written notice thereof with the fullest information obtainable at the time to the Surety at its office at 180 Glastonbury Blvd., Suite 403, Glastonbury, Connecticut 06033
2. Oblige shall not be entitled to recover any amounts hereunder until an Event of Default (as defined in the SIA) has occurred and the 30 day remedy period has expired without cure by Principal.

- 3. Legal proceedings for recovery hereunder may not be brought unless begun within twelve (12) months from the date of the discovery of the act or omission of the Principal on account of which claim is made.
- 4. The Principal shall be made a party of any suit or action for recovery hereunder, and no adjustment shall be rendered against the Surety in excess of the penalty of this instrument.
- 5. No right of action shall accrue hereunder to or for the benefit of anyone other than that Obligee, and the Obligee's right hereunder, may not be assigned without the written consent of the Surety.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representative of the Principal and Surety.

SIGNED, SEALED AND DATED: July 16, 2019

Driftwood DLC Investor I, LP, a Texas Limited partnership

By: 

Michael S. Meldman, Chief Executive Officer

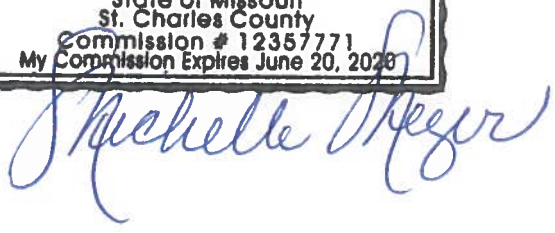
Sirius America Insurance Company

By: 

Robby McGehee, Attorney In Fact



MICHELLE MEYER  
 Notary Public, Notary Seal  
 State of Missouri  
 St. Charles County  
 Commission # 12357771  
 My Commission Expires June 20, 2020







POWER OF ATTORNEY

Attorney-In Fact No. 1800003

Certificate No. 000102

KNOW ALL PERSONS BY THESE PRESENTS: That Sirius America Insurance Company is a stock insurance company duly organized and existing under the laws of the State of New York (hereinafter the "Company"), and that the Company does hereby make, constitute and appoint

Robby McGehee, Scott W. Weiler, Harry Smith McGehee

of the City of Clayton, State of Missouri, its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in nature of a bond, recognition or conditional undertaking on behalf of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed and its corporate seal to be hereto affixed, this 16 day of July, 2019



By: [Signature]  
D. Matthew Olsen  
Senior Vice President

STATE OF CONNECTICUT  
COUNTY OF HARTFORD ss.

On this 16 day of July, 2019 before me personally appeared D. Matthew Olsen, who acknowledged himself to be the Senior Vice President of Sirius America Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires the 30 day of November, 2022.

[Signature]  
Patricia McAndrew, Notary Public



**PATRICIA A. McANDREW**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2022



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of Sirius America Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

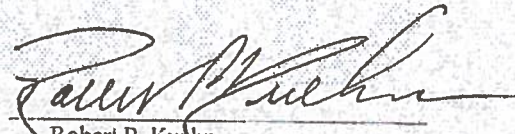
**FURTHER RESOLVED**, that the foregoing shall not be deemed an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and it shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Robert P. Kuehn, the undersigned, Secretary, of Sirius America Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Company, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 7<sup>th</sup> day of December, 2017



By:

  
Robert P. Kuehn  
Secretary

To verify the validity of this Power of Attorney, please call 1.844.312.4357. Please refer to the Certificate No. and other details in this Power of Attorney as well as the details of the bond to which the power is attached.



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

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

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**Council Meeting Date:** January 18, 2022

**Agenda Item Wording:** **A Resolution of the City of Dipping Springs, Texas, approving and accepting a construction bond for Driftwood Club Core Phase 2 water and wastewater**

**Agenda Item Requestor:**

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**Summary/Background:** The Driftwood Club Core Phase 2 has construction plans and an Engineer's cost estimate for construction of all public improvements. Fiscal surety is being posted to the City in the form of a construction bond in the amount of the cost of the water and wastewater infrastructure to be owned and operated by the City. All other public improvements are to be covered in a construction bond to Hays County.

**Commission  
Recommendations:**

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

**Attachments:**

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



Bond No. 7000000159

## SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT Driftwood DLC Investor I, LP, A Texas limited partnership located at 14605 North 73<sup>rd</sup> Street, Scottsdale, AZ 85260, as Principal, and Sirius America Insurance Company, a stock insurance company, authorized to do business in the State of Texas, as Surety, are, effective upon the Subdivision Improvement Agreement for Driftwood Creek Parcel Club Core Phase Two with the City of Dripping Springs, Texas, held and firmly bound unto the City of Drippings Springs City Council, located at 511 Mercer Street, Dripping Springs, TX 78620 as Obligee, in the penal sum of One Hundred Seventy Two Thousand, Four Hundred Twenty Five Dollars, and 0/100 (\$172,425.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by theses presents.

WHEREAS, the above bounded principal has been granted approval by the above named obligee for the excavation, water and wastewater improvements for Driftwood Creek Parcel Club Core Phase Two as set forth at a meeting of the Dripping Springs, Texas City Council.

WHEREAS, Principal and Obligee entered into a Subdivision Improvements Agreement for Driftwood Creek Parcel Club Core Phase Two which obligates Principal to construct and install those improvements agreed to with the City Council of Dripping Springs, Texas

NOW, THEREFORE, the condition of the above obligation is such, that if the said Principal shall complete the Subdivision Improvements and all other obligations to Obligee in accordance with the Subdivision Improvement Agreement or the Obligee delivers a release, then this obligation shall be null and void, otherwise to remain in full force and effect; provided, however, upon Surety's receipt of a partial release from Obligee, the amount the Surety shall be held and firmly bound unto Obligee shall be reduced from \$172,425.00 to the amount stated in such partial release.

THE FOREGOING OBLIGATION, however, is limited by the following express conditions, the performance of which shall be a condition precedent to any rights of claims or recovery hereunder;

1. Upon the discovery by the Obligee, or by the Obligee's agent or representative, of any act or omission that shall or might involve a loss hereunder, the Obligee shall endeavor to give written notice thereof with the fullest information obtainable at the time to the Surety at its office at 180 Glastonbury Blvd., Suite 403, Glastonbury, Connecticut 06033
2. Oblige shall not be entitled to recover any amounts hereunder until an Event of Default (as defined in the SIA) has occurred and the 30 day remedy period has expired without cure by Principal.

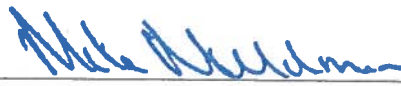


- 3. Legal proceedings for recovery hereunder may not be brought unless begun within twelve (12) months from the date of the discovery of the act or omission of the Principal on account of which claim is made.
- 4. The Principal shall be made a party of any suit or action for recovery hereunder, and no adjustment shall be rendered against the Surety in excess of the penalty of this instrument.
- 5. No right of action shall accrue hereunder to or for the benefit of anyone other than that Obligee, and the Obligee's right hereunder, may not be assigned without the written consent of the Surety.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representative of the Principal and Surety.

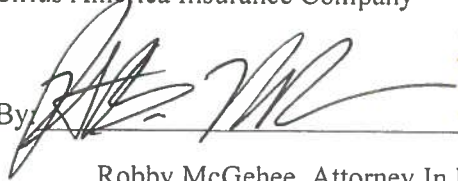
SIGNED, SEALED AND DATED: July 16, 2019

Driftwood DLC Investor I, LP, a Texas Limited partnership

By: 

Michael S. Meldman, Chief Executive Officer

Sirius America Insurance Company

By:   
Robby McGehee, Attorney In Fact



MICHELLE MEYER  
Notary Public, Notary Seat  
State of Missouri  
St. Charles County  
Commission # 12357771  
My Commission Expires June 20, 2020





POWER OF ATTORNEY

Attorney-In Fact No. 1800003

Certificate No. 000103

KNOW ALL PERSONS BY THESE PRESENTS: That Sirius America Insurance Company is a stock insurance company duly organized and existing under the laws of the State of New York (hereinafter the "Company"), and that the Company does hereby make, constitute and appoint

Robby McGehee, Scott W. Weiler, Harry Smith McGehee

of the City of Clayton, State of Missouri, its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in nature of a bond, recognizance or conditional undertaking on behalf of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed and its corporate seal to be hereto affixed, this 16 day of July, 20  .

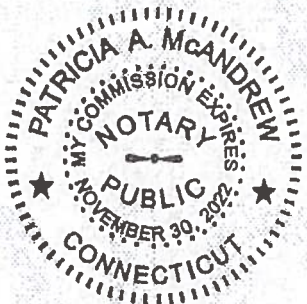


By: [Signature]  
D. Matthew Olsen  
Senior Vice President

STATE OF CONNECTICUT  
COUNTY OF HARTFORD ss.

On this 16 day of July, 2019 before me personally appeared D. Matthew Olsen, who acknowledged himself to be the Senior Vice President of Sirius America Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires the 30 day of November, 2022.



[Signature]  
Patricia McAndrew, Notary Public

**PATRICIA A. McANDREW**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2022



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of Sirius America Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

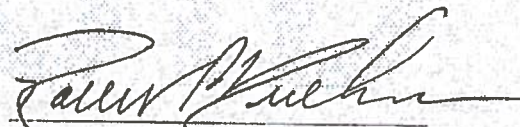
**FURTHER RESOLVED**, that the foregoing shall not be deemed an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and it shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Robert P. Kuehn, the undersigned, Secretary, of Sirius America Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Company, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 7<sup>th</sup> day of December, 2017



By:

  
Robert P. Kuehn  
Secretary

To verify the validity of this Power of Attorney, please call 1.844.312.4357. Please refer to the Certificate No. and other details in this Power of Attorney as well as the details of the bond to which the power is attached.

RESOLUTION NO. \_\_\_\_\_

**APPROVING CONSTRUCTION BOND FOR  
DRIFTWOOD CLUB CORE PHASE 2**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), APPROVING AND ACCEPTING A CONSTRUCTION BOND FOR DRIFTWOOD CLUB CORE PHASE 2, WATER AND WASTEWATER; PROVIDING FOR PROVISIONS; EFFECTIVE DATE; AND PROPER NOTICE & MEETING

**WHEREAS**, An engineering estimate for the City of Dripping Springs (“City”) water and wastewater improvements (“Work”) for Driftwood Club Core Phase 2 has been met with a bond (“Bond”) by Sirius America Insurance Company (“Surety”) to begin such Work; and

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

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

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

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

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby approves and accepts the Company’s proposed Construction Bond, which stands as security for said completion of water and wastewater improvements for Driftwood Club Core Phase 1, Bond number 7000000159 in the sum of \$172,425.00 attached hereto as Attachment “A” and incorporated fully herein.
3. The City Secretary is hereby directed to hold the bond as security for the construction of said improvements until otherwise directed.
4. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute on the City’s behalf any documentation necessary to effectuate the intent and purpose of this Resolution.
5. This Resolution shall take effect immediately upon passage.
6. The City Secretary is instructed to file a copy of this Resolution among City records.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by

the Open Meetings Act, Texas Government Code, Chapter 551.

**APPROVED this, the 18th day of January, 2022 by a vote of \_\_\_\_ (ayes), \_\_\_\_ (nays), and \_\_\_\_ (abstentions) of the City of Dripping Springs City Council.**

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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

**Attachment “A”**

**(INSERT BOND)**

**DRIFTWOOD CLUB CORE PHASE TWO  
PRELIMINARY CONSTRUCTION  
ESTIMATE  
Paving, Drainage, Water & Wastewater  
Improvements**

| <b>PAVING IMPROVEMENTS</b>                      |          |      |   |            |                     |
|---|----------|------|---|------------|---------------------|
| Bid Item  | Quantity | Unit | Written Price & Description                             | Unit Price | Total Price         |
| P-1   | 1.19     | AC   | Clearing & Grubbing                                     | \$5,000.00 | \$5,941.23          |
| P-2   | 4,204    | SY   | Street Excavation/embankment                            | \$4.50     | \$18,920.00         |
| P-3   | 4,204    | SY   | Subgrade Preparation                                    | \$3.50     | \$14,715.56         |
| P-4   | 4,204    | SY   | 10" Compacted Flexible Base                             | \$10.00    | \$42,044.44         |
| P-5   | 2,798    | SY   | 2" Hot Mix Asphaltic Concrete                           | \$12.00    | \$33,580.00         |
| P-6   | 2,644    | LF   | 1.5' Laydown Curb                                       | \$12.00    | \$31,728.00         |
| P-7   | 1,600    | LF   | Silt Fence  | \$3.00     | \$4,800.00          |
| P-8   | 1        | EA   | Stabilized Construction Entrance                        | \$1,000.00 | \$1,000.00          |
| P-9   | 5,119    | SY   | Revegetation with min. 4" topsoil                       | \$2.50     | \$12,798.61         |
| P-10  | 35       | LF   | 24" Solid White Stop Line                               | \$100.00   | \$3,500.00          |
| P-11  | 2        | EA   | Speed Limit Sign, R2-1 24" x 30"                        | \$350.00   | \$700.00            |
| P-12  | 2        | EA   | Standard Barricade                                      | \$850.00   | \$1,700.00          |
| P-13  | 3        | EA   | Stop Sign, R1-1, 30" x 30"                              | \$350.00   | \$1,050.00          |
| P-14  | 85       | LF   | Rock Berm   | \$20.00    | \$1,700.00          |
| P-15  | 6        | EA   | Tree Protection Collar                                  | \$150.00   | \$900.00            |
| P-16  | 20       | LF   | Sawcut existing pavement                                | \$2.00     | \$40.00             |
| <b>TOTAL PAVING IMPROVEMENTS</b>                |          |      |   |            | <b>\$175,117.84</b> |
| <b>DRAINAGE IMPROVEMENTS</b>                    |          |      |   |            |                     |
| Bid Item  | Quantity | Unit | Written Price & Description                             | Unit Price | Total Price         |
| D-1   | 209      | LF   | 12" storm sewer pipe                                    | \$30.00    | \$6,270.00          |
| D-2   | 700      | LF   | 18" storm sewer pipe                                    | \$40.00    | \$28,000.00         |
| D-3   | 175      | LF   | 24" storm sewer pipe                                    | \$58.00    | \$10,150.00         |
| D-4   | 1,084    | LF   | Trench safety system                                    | \$1.10     | \$1,191.65          |
| D-5   | 1        | EA   | 18" outfall structure                                   | \$4,030.00 | \$4,030.00          |
| D-6   | 1        | EA   | 24" outfall structure                                   | \$4,500.00 | \$4,500.00          |
| D-7   | 7        | EA   | Grate Inlet   | \$4,600.00 | \$32,200.00         |
| D-8   | 1        | EA   | Manhole   | \$4,500.00 | \$4,500.00          |
| <b>TOTAL DRAINAGE IMPROVEMENTS</b>              |          |      |   |            | <b>\$90,841.65</b>  |
| <b>TOTAL PAVING &amp; DRAINAGE IMPROVEMENTS</b> |          |      |   |            | <b>\$265,959.49</b> |
| <b>WATER IMPROVEMENTS</b>                       |          |      |   |            |                     |
| Bid Item  | Quantity | Unit | Written Price & Description                             | Unit Price | Total Price         |
| W-1   | 1,227    | LF   | 12" AWWA C-900 PVC SDR 14 water pipe including fittings | \$51.00    | \$62,577.00         |



|  |                 |             |   |                   |                     |
|--|-----------------|-------------|---|-------------------|---------------------|
| W-2  | 64              | LF          | 8" AWWA C-900 PVC SDR 14 water pipe including fittings  | \$48.00           | \$3,072.00          |
| W-3  | 6               | EA          | 12" Gate Valve, including box and cover   | \$2,168.00        | \$13,008.00         |
| W-4  | 1,291           | LF          | Trench safety system  | \$1.50            | \$1,885.00          |
| W-5  | 3               | EA          | 8" Gate Valve, including box and cover  | \$1,575.00        | \$1,883.00          |
| W-6  | 4               | EA          | 5 1/4" FH Assembly, includes fire line, 6" gate valve & tee   | \$4,200.00        | \$16,800.00         |
| W-7  | 13              | EA          | Raise valve castings  | \$375.00          | \$4,875.00          |
| W-8  | 4               | EA          | Double Water Service with corporation stop, piping, angle meter stop, couplings, valves , meter box | \$2,000.00        | \$8,000.00          |
| <b>TOTAL WATER IMPROVEMENTS</b>                                    |                 |             |   |                   | <b>\$112,100.00</b> |
| <b>LOW PRESSURE WASTEWATER IMPROVEMENTS</b>                        |                 |             |   |                   |                     |
| <b>Bid Item</b>  | <b>Quantity</b> | <b>Unit</b> | <b>Written Price &amp; Description</b>  | <b>Unit Price</b> | <b>Total Price</b>  |
| WW-1   | 808             | LF          | 4" PVC ASTM 2241 SDR 32 Pipe or equal, including fittings   | \$44.00           | \$35,552.00         |
| WW-2   | 421             | LF          | 2.5" PVC ASTM 2241 SDR 32 Pipe or equal, including fittings   | \$40.00           | \$16,840.00         |
| WW-3   | 1,229           | LF          | Trench safety system  | \$1.50            | \$1,843.00          |
| WW-4   | 1               | EA          | 4" Gate Valve with Blind Flange and Position Indicator, 2-way Cleanout                              | \$1,090.00        | \$1,090.00          |
| WW-5   | 1               | EA          | 2.5" Gate Valve with Blind Flange and Position Indicator, 2-way Cleanout                            | \$1,000.00        | \$1,000.00          |
| WW-6   | 2               | EA          | Double Wastewater Service   | \$2,000.00        | \$4,000.00          |
| <b>TOTAL LOW PRESSURE WASTEWATER IMPROVEMENTS</b>                  |                 |             |   |                   | <b>\$60,325.00</b>  |
| <b>TOTAL WATER &amp; WASTEWATER IMPROVEMENTS</b>                   |                 |             |   |                   | <b>\$172,425.00</b> |
| <b>TOTAL PAVING, DRAINAGE, WATER &amp; WASTEWATER IMPROVEMENTS</b> |                 |             |   |                   | <b>\$438,384.49</b> |

*Kenneth W. Martin*



*9-07-2019*



# City of Dripping Springs

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

## Agenda Item Report from: [TIRZ Project Manager / Keenan Smith](#)

|  |   |
|--|---|
| <b>City Council Meeting Date:</b>  | January 18, 2022  |
| <b>Agenda Item Wording:</b>  | TIRZ Old Fitzhugh Rd: Plans Specifications and Estimates Services – HDR PSA & Task Order #1 |
| <b>Agenda Item Requestor:</b>  | TIRZ PM- Keenan Smith   |
| <b>Council Member Sponsor:</b>   | Taline Manassian – Mayor Pro-Tempore  |
| <p><b>Summary/Background:</b> Old Fitzhugh Rd (OFR) / PSA for PSE Services by HDR Engineering.</p> <p>This work enables commencement by HDR Engineering for design plans advancing the Old Fitzhugh Road Concept Plan approved by City Council in August 2018. The work provides Plans, Specifications and Estimates Services and generate the Construction Documents and more accurate Cost Estimates necessary for project implementation. The work boosts and propels the Old Fitzhugh Road Priority Project as established by the initial TIRZ Board in April 2017.</p> <p>See HDR proposal, with breakdown of scopes of services, fee recap. The proposed of scope of work, tasks and fees aligns well with a Request for Qualifications issued by the City assessing these efforts, and coordinates directly with the activities, tasks and durations anticipated in the Old Fitzhugh Rd Concept Plan, Conceptual Budget, and Schedule.</p> <p>HDR’s Grand Total Fee proposal for all Phases (complete to 100%) of PSE’s, including allowances for Bidding and Construction Phase Services is \$710,312. Currently, Staff is requesting approval of Task Order #1 only, which authorizes a partial Scope of Work (to the 30% Phase PSE milestone) for a Fee / Phase cost identified at \$157,000.</p> <p><b>Cost Impacts:</b> NTE \$157,00. Allocated from approved TIRZ FY’22 Budget.</p> <p>Proposed funding: To be drawn against TIRZ approved FY’22 “Old Fitzhugh Rd PSE’s” Budget Allocation (\$175K currently allocated). If approved and executed, the result would be a \$18K balance remaining in that budget line item.</p> <p>Funding Note: To advance the project and deliver the engineering work most efficiently and expediently, it will be advantageous to run the PSE efforts continuously through all Phases of the work (60% &gt; 90% &gt; 100%). Future Task Orders will thus be needed and brought forward, along with identification of the necessary funding to keep the work going. Future Task Order Funding prospects already identified include Hays County POSAC (active request pending), additional Grant Funding (applications planned 2022); possible TIRZ FY ’22 Budget Amendments (Priority Project Reallocations), Future TIRZ Budgets (e.g. FY ’23), and other possible City, County, State or Federal sources TBD.</p> <p><b>Schedule Impacts:</b> See HDR PSE’s Schedule for Task Durations. Initiates Positive Progress.</p> <p>The proposed PSA and Task Order #1 will advance the Old Fitzhugh Road Project towards implementation, and helps it become more “Shovel Ready.” It shows evidence of progress with the OFR Stakeholders, provides immediate, quantifiable “Grant Matching” leverage, and may help catalyze future construction funding opportunities.</p> |   |

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

Thanks, KES  
220111: 1000 hrs

## PROFESSIONAL SERVICES AGREEMENT

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 **HDR Engineering, Inc.**, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

**1. Description of Services.** The City and Contractor agree to the following:

- (a) Contractor shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.
- (b) Contractor shall attend meetings of City Council, TIRZ Board, and related committee meetings as needed to provide progress reports and drafts of the engineering services.
- (c) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (d) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
- (e) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
- (f) Performs other related duties as needed.

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

**3. Schedule.** Work shall commence upon execution of this agreement and shall be completed within the schedule noted within the Scope of Services attached. This Agreement provides for completion of the 30% plans and related services. Additional task orders for 60%, 90%, and 100% plans will be approved by separate task order but will be subject to this Agreement. This Agreement shall be in effect for a period of two (2) years unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement. Schedule is attached as Exhibit "E".

**4. Payment for Services.** The City will compensate Contractor in accordance with the fee

and hourly rate structure contained in Contractor's proposal attached as Exhibit "C". Contractor shall invoice City in accordance with Contractor's attached proposal. Invoices will be submitted monthly and payment is due within 30 days of City's receipt and approval of the invoice. The total amount of this contract for 30% plans will not exceed one hundred and fifty-seven thousand dollars (\$157,000). Additional services and payment for additional services for future task orders for 60%, 90%, and 100% will be subject to Exhibit "C" and must be approved in writing by the City prior to provision of such services. The fee amounts in Exhibit "C" are valid for two (2) years. Any services provided after the termination of this Agreement in two (2) years will be in writing.

- 5. Relationship of Parties.** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for legal services.
- 6. Limitations.** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 7. Termination.** Either party may terminate this Agreement with thirty (30) days at any time with written notice to the other party. All services provided by Contractor shall be paid for in accordance with Exhibit "C" if the Agreement is terminated. City will only pay for services provided by Contractor prior to termination.
- 8. Injuries/ Insurance.** Contractor acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Exhibit "D".
- 9. Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including reasonable attorney's fees, costs, and judgments that may be asserted against City to the extent caused by or resulting from an act of negligence or intentional tort of Contractor, Contractor's employees, if any, and Contractor's agents.
- 10. Assignment.** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 11. Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

**For the City:**  
City of Dripping Springs  
Attn: City Administrator

**For the Contractor:**  
HDR Engineering, Inc.  
Attn: Justin Word, P.E

P.O. Box 384  
 Dripping Springs, TX 78620  
 (512) 858-4725

504 Lavaca, Suite 900  
 Austin, Texas 78701  
 (512) 904-3728

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

**12. Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and, by signing this Agreement, the Contractor affirms compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>

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

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

**15. Applicable Law:** The laws of the State of Texas shall govern this Agreement.

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

**17. Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

**THE CITY:**  
*City of Dripping Springs*

**CONTRACTOR:**

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

\_\_\_\_\_  
 HDR ENGINEERING, INC.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

***ATTEST:***

---

Andrea Cunningham  
City Secretary



## EXHIBIT “D”

**CITY OF DRIPPING SPRINGS ENGINEERING FIRM INSURANCE REQUIREMENTS**

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

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

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

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

**Type of Contract Type and Amount of Insurance**

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

Old Fitzhugh Road PS&E

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

Old Fitzhugh Road PS&E

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

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

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



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

**Old Fitzhugh Road PS&E**

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

Item # 8.

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

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





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





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





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

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

**MCCANN ADAMS STUDIO**

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

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

**HVJ Associates**

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

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

# EXHIBIT A

## SERVICES TO BE PROVIDED BY THE CITY

### For Roadway Improvements on Old Fitzhugh Road

#### Dripping Springs, Texas

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

Project Length: 3,300 feet (0.6 Miles)

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

#### **PROJECT MANAGEMENT**

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

#### **DESIGN / ENVIRONMENTAL / UTILITY ENGINEERING**

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

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



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

**PLAN REVIEW TURN-AROUND TIMES**

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

## EXHIBIT B

### ENGINEERING SERVICES TO BE PROVIDED BY THE ENGINEER

#### For Roadway Improvements on Old Fitzhugh Road

#### Dripping Springs, Texas

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

Project Length: 3,300 feet (0.6 Miles)

#### **Project Statement**

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

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

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

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

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

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

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

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

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

## **PROJECT MANAGEMENT**

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

## **ROADWAY DESIGN**

### **A. Title Sheet and Index of Sheets**

- a. Prepare Title sheet
- b. Prepare Index of Sheets including standard selections

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

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

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

The plan view shall contain the following design elements:

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

The profile view shall contain the following design elements:

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

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

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

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

## **DRAINAGE DESIGN**

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

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

### **Storm Drain Analysis and Design**

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

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

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

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

**C. Storm Water Detention Analysis:**

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

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



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

#### **E. Plans Sheets for Drainage Design:**

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

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

#### **F. Hydrologic and Hydraulic Report:**

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

requirements.

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

### **SIGNING AND PAVEMENT MARKING**

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

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

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

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

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

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

### **TRAFFIC CALMING**

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

### **TRAFFIC CONTROL PLAN, DETOURS, AND SEQUENCE OF CONSTRUCTION**

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

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

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

The Phasing Layouts will include the following:

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

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

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

## **ILLUMINATION**

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

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

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

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

### **STORM WATER POLLUTION PREVENTION PLANS (SW3P)**

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

### **UTILITY COORDINATION**

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

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

#### **A. Utility Coordination**

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



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

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

## **B. SUE QL-D**

Subsurface Utility Engineering Quality Level D -

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

## **C. Utility Engineering**

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

- I. Deliver a finalized Utility Layout, Conflict Matrix

**D. Utility Coordination & Engineering Exclusions:**

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

**ENVIRONMENTAL**

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

**Technical Reports**

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

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

**A. Constraints Analysis**

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

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

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

#### **B. Categorical Exclusion**

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

#### **C. Historic Resource Identification, Evaluation and Documentation Services**

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

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

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

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

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

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

**D. Archeological Background Studies**

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

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

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

Mechanical excavation and site curation would require supplemental work authorization.

### **E. Water Resources**

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

### **F. Threatened or Endangered Species**

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

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

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

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

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

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

#### **G. Initial Assessment of Hazardous Materials Impacts**

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

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

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

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

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

#### **H. Section 4(f) Analysis**

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

#### **I. Section 6(f) Evaluation**

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

### **PUBLIC OUTREACH**

#### **A. Property Owner and Stakeholder Support**

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

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

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

Assumptions:



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

Deliverables:

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

### **RIGHT OF WAY SURVEYING**

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

The Surveyor shall:

1. **Perform geodetic control surveys and aerial mapping.** Surveyor shall set horizontal and vertical primary control points using a 1/2" rebar at least 18 inches long or driven to refusal (whichever comes first) with aluminum cap. Set primary control points near the beginning, middle and end of the project, but away from possible disturbance from construction activity. The primary control points shall be set at an approximate spacing of 3,500 feet and shall be inter-visible with each other whenever possible. These points shall be used as the primary horizontal and vertical control for the project and shall serve as the temporary benchmarks (TBM's) for the project. Horizontal and vertical data for primary control shall be based on Static GPS observations. Secondary control points shall be set as necessary for conventional ground surveying and terrestrial LiDAR scans based on an approved project control layout plan. An 8½ inch by 11-inch Survey Control Data Sheet shall be prepared for each primary control point. A Survey Control Index Sheet shall be prepared showing all project control. Secondary control shall serve as aerial targets for drone imagery acquisition.
2. **R.O.W. Supplemental Topographic & Tree Survey.** Doucet will prepare supplemental design-level tree and topographic survey along Old Fitzhugh Road from the intersection with Mercer Street to Ranch Road 12 according to exhibit "MAS\_OFR concept plan 40sc\_2018.05.22 - small.pdf". The survey will tag and locate protected trees, 8 inches and greater in diameter, within the boundary limits of said site. The tree survey will be performed in accordance to the City of Dripping Springs Standard Specifications and Details Manual. The topographic design survey will be performed in accordance with Texas Society of Professional Survey standards for

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

3. **Right-of-Way Survey.** Doucet will perform Right-of-Way boundary reconnaissance on the ground in a sufficient manner to delineate, close and “tie-off” existing Right-of-Way location along Old Fitzhugh Road from the intersection with Mercer Street to Ranch Road 12. Title search confirming Hays County dedication of Right-of-Way to the City of Dripping Springs will be performed. The Survey will be performed in accordance with the Texas Society of Professional Surveyors Standards for a Category 1A Condition II Land Title Survey and will be based on the Texas Coordinate System NAD 83 (2011). Surveyor shall prepare a right-of-way map set to include existing conditions, resolved right-of-way and property lines, proposed right-of-way and easement lines, roadway centerline alignment and utility and ownership data. Right-of-entry access is to be performed by others.
  
4. **Storm Drain (4) and Trail (2) Easement Descriptions Survey.** Doucet will use the established boundary survey to create four (4) Storm Drain and two (2) Trail Easement Descriptions to facilitate improvements within or immediately adjacent to the referenced project site according to exhibit “MAS\_OFR concept plan 40sc\_2018.05.22 - small.pdf”. Easement documentation and recordation will be performed by others. Doucet will prepare easement exhibits and accompanying metes and bounds descriptions of proposed easement locations to be identified by the project engineer and determined at a later date. Easement Descriptions will be signed and sealed by a Texas Registered Professional Land Surveyor. Right-of-entry access is to be performed by others.

## **URBAN DESIGN AND LANDSCAPE ARCHITECTURE**

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

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

**A. Hardscape Sheets**

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

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

**B. Landscape and Irrigation Sheets**

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

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

**C. Landscape Specifications**

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

**D. Landscape and Irrigation Cost Estimates**

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

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

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

**GEOTECHNICAL ENGINEERING AND PAVEMENT DESIGN**

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

included in this Scope of Services.

#### **A. Geotechnical Investigation**

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

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

#### **B. Infiltration/Percolation Tests**

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

#### **C. Geotechnical Engineering Report**

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

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

#### **D. Pavement Design**

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

Assumptions:

- Borings will be accessible with truck mounted drilling equipment.

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

### **ACCESSIBILITY REVIEW**

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

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

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

### **DELIVERABLES**

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

### **PS&E PREPARATION**

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

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

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

### **DELIVERABLES**

The ENGINEER shall provide the following deliverables at each submittal:

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

### **BID PHASE SERVICES (Hourly)**

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

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

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

### **CONSTRUCTION PHASE SERVICES (Hourly)**

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

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

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

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

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

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

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

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

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

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



Specifications, or other information provided by the ENGINEER for:

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

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

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

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

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

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

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

## **DELIVERABLES**

### **A. Final Design & Bidding**

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

### **B. Pre-Construction and During Construction:**

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

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

## **EXCLUSIONS**

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



DRIPPING SPRINGS  
Texas

# Contract Cover Sheet

Item # 8.

*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.*

|   |   |
|---|---|
| <b>Contract Number</b>                          | HDR01182022   |
| <b>Contractor with Contact Information</b>      | HDR Engineering, Inc.<br>Attn: Justin Word, P.E<br>504 Lavaca, Suite 900<br>Austin Texas 78701            |
| <b>Effective Date</b>                           | 1/18/22   |
| <b>Termination Date</b>                         | 1/18/24   |
| <b>Renewal/<br/>Termination Notice<br/>Date</b> | 30 days prior to termination in writing. Can only be renewed in writing. Can be changed with Task Orders. |
| <b>Bid/Quotes/<br/>Budgeted</b>                 | RFQ in 2021.  |
| <b>Department</b>                               | Public Works/TIRZ   |
| <b>Council Meeting<br/>Date (if applicable)</b> | 1/18/22   |





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

**Submitted By:** Laura Mueller, City Attorney; Chad Gilpin, City Engineer

**Council Meeting Date:** January 18, 2022

**Agenda Item Wording:** **Discuss and consider approval of expenditure of funds on Rob Shelton Improvements as provided for in the Ashton Woods (Cannon) Off Site Road Agreement.**

**Agenda Item Requestor:**

**Summary/Background:** The City of Dripping Springs entered into an offsite road agreement with Ashton Woods, the developers of part of the Cannon Ranch, that allowed for Ashton Woods to plan Rob Shelton improvements for which, if approved, would be built by Ashton Woods and the City would reimburse for. Multiple options were reviewed by city staff and the Transportation Committee and Option 3 (attached) including a combination of curb and gutter and roadside drainage channel was selected as the preferred option by staff and the Transportation Committee.

This option is estimated to cost: \$ 991,508. As part of the analysis, we have reviewed what fees Ashton Woods would owe in order to offset the cost of the possible improvements. Upon review it appears that they would owe up to \$479,508 in plat and construction plan fees in addition to \$106,312 in residential building permit fees for a total of \$585,820 in fees available to the City to offset the cost of improvements. The remainder of \$405,688 would be a direct cost to the City should it be decided to move ahead with the Rob Shelton improvements.

**Benefits of Rob Shelton Improvements**

1. Improved Safety
  - Pedestrians behind curbed street sections,
  - Median creates pedestrian refuge at crosswalk
  - Median adds to vehicle safety
2. Improved pedestrian connectivity with sidewalk extension along east side of Rob Shelton
3. Improved bicycle connectivity by continuing the striped bicycle lanes north from existing boulevard section to Founders Park Rd. intersection.

4. Dedicated north bound left turn lane and right turn lane at intersection of Rob Shelton and Founders Park Road.
5. Improved turning radii at Founders and Rob Shelton.
6. It is estimated that constructing these improvements by the Cannon Ranch development group would save the City approximately 25% in improvement costs in comparison with a typical design, bid, build process conducted by the City.

**Commission Recommendations:** Transportation Committee recommends Option 3 attached.

**Recommended Council Actions:**

**Attachments:** Offsite Road Agreement.  
Recommended Option 3 for Rob Shelton

**Next Steps/Schedule:** If approved, the City would need to enter into a contract with Ashton Woods on this specific project and approve a budget amendment.

#### Estimated Construction Plan and Platting Fees:

| Application Type   | Phase         | Calculation | Req'd Units                  | Estimated Fee | Paid? |
|--------------------|---------------|-------------|------------------------------|---------------|-------|
| Preliminary Plat   | All           |             |                              | \$85,080.00   | Yes   |
| Construction Plans | 1             |             |                              | \$74,051.00   | No    |
| Final Plat         | 1             |             |                              | \$59,658.00   | No    |
| Construction Plans | Offsite Water |             |                              | \$8,506.00    | No    |
| Construction Plans | 2             |             |                              | \$74,051.00   | No    |
| Final Plat         | 2             | 44080       | 97                           | 44080         | No    |
| Construction Plans | 3             |             |                              | \$74,051.00   | No    |
| Final Plat         | 3             | 42280       | 93                           | 42280         | No    |
| Construction Plans | 4             |             |                              | \$74,051.00   | No    |
| Final Plat         | 4             | 28780       | 63                           | 28780         | No    |
|                    |               |             |                              |               |       |
|                    |               |             | <b>Estimated Unpaid Fees</b> | \$479,508.00  |       |

#### Estimated Residential Building Permit Fees

Based on:

375 residential permits @ 2,500 sq ft

\$1292.50 permit fee  
\$100.00 driveway fee  
\$25.00 lighting fee  
\$1,417.50 total X 375 = \$531,562.50

80% is paid to our consulting building reviewer and 20% (\$106,312.50) is retained by the City.

Estimated total permit fees available to offset cost of improvements = \$585,820  
Estimated addition direct cost to the City for improvements = \$405,688  
Total Cost of proposed Rob Shelton Improvements = \$991,508



## OFFSITE ROAD AGREEMENT

This Offsite Road Agreement ("Agreement") is between the **City of Dripping Springs**, a Type A General Law City located in Hays County, Texas (the "City"), and **Ashton Austin Residential, L.L.C.**, a Texas limited liability company ("Owner").

### RECITALS:

**WHEREAS**, Owner owns approximately 100.58 acres of land (the "Land") as shown on Exhibit A and more particularly described on **Exhibit B**, which Land is being annexed into the City; and

**WHEREAS**, it is intended that the Land will be developed as a master-planned community by Owner, its affiliates and/or their successors and assigns, including future owners and developers (the "Project"); and

**WHEREAS**, City approved on the same date as this Agreement that certain "Annexation agreement and PDD Ordinance" that contains terms and agreements regarding the annexation and development of the Land; and

**WHEREAS**, Owner desires to design and construct, or cause to be designed and constructed, Offsite Road improvements (as hereinafter defined) and also desires to have the option to provide funding for the Offsite Roads in order to provide a special benefit for the proposed development of the Land.

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

### ARTICLE 1. RECITALS

**1.1** The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

### ARTICLE 2. DEFINITIONS

**2.1 Annexation and PDD Ordinance:** That certain Annexation agreement and PDD Ordinance executed between Owner and City on the same date as this Agreement.

**2.2 City Administrator:** The chief administrative officer of the City of Dripping Springs, Texas. The term also includes the Deputy City Administrator or the City Administrator's designee.

**2.3 City Council:** The governing body of the City of Dripping Springs, Texas.

**2.4 City Engineer:** The person or firm designated by the City Council as engineer for the City of Dripping Springs, Texas.

**2.5 City Review Fees:** The fees set out in City’s Fees Schedule Ordinance as may be amended from time to time.

**2.6 City Construction Standards:** The following City standards for planning, design, location, and construction of the Offsite Road in effect on the date hereof, and as the same may be amended by the cross-sections or design descriptions as adopted as exhibits to the Annexation agreement and PDD Ordinance attached hereto. If not addressed in the Annexation agreement and PDD Ordinance, then the standards shall be:

- 2.6.1 Subdivision Ordinance and Regulations;
- 2.6.2 Development Ordinance and Regulations; and
- 2.6.3 Dripping Springs Technical Criteria.

**2.7 Contractor:** A person or entity that constructs the Offsite Roads.

**2.8 Effective Date:** The date that this Agreement is approved by City.

**2.9 Land:** Has the meaning set forth in the Recitals.

**2.10 Notice:** Notice as defined in Section 7.3 of this Agreement.

**2.11 Offsite Roads:** Has the meaning set forth in Section 3.1.

**2.12 Parties:** Parties are City of Dripping Springs and Ashton Austin Residential, L.L.C., a Texas limited liability company.

**2.13 Project:** Has the meaning set forth in the Recitals.

Unless indicated otherwise herein, other capitalized terms in this Agreement shall have the same respective meanings as are ascribed to them in the Annexation agreement and PDD Ordinance.

### ARTICLE 3. DESIGN AND CONSTRUCTION OF OFFSITE ROAD

#### 3.1 Offsite Roads:

##### a. Owner will:

- (i) construct, or cause to be constructed, the four lane north-south arterial roadway from the southern boundary of the Land to US 290 as shown on the Transportation Diagram attached hereto as **Exhibit C** (referred to herein as the “Offsite Cannon Roadway”), this portion being the required roadway section for the proposed residential development of the Land, that being the final Offsite Cannon Roadway conforming to the typical section as shown in **Exhibit D**;
- (ii) construct or cause to be constructed, the two lane east-west collector to the southeastern boundary of the Land as shown on the Transportation Diagram (referred to herein as the “East-West Roadway”) conforming to the typical section as shown in **Exhibit D**. The Offsite Cannon Roadway and the East-West Roadway



are referred to herein jointly as the “Offsite Roads”); and

- (iii) dedicate required right-of-way sufficient for the improvements to the existing Rob Shelton Blvd. to create a two-lane divided major collector to Founders Park Road (the “Rob Shelton Improvements”) in accordance with the Rob Shelton street sections attached hereto as either **Exhibit D.1, D.2, D.3 or D.4**, including area for Rob Shelton Blvd. to intersect Founders Park Road such that it intersects at 80-110 degrees, and does not adversely impact the intersection with Founders Park Driveway and allows for construction of a future roundabout, as shown in **Exhibit E** attached hereto. The Owner will construct the Rob Shelton Improvements of requested by the City through the process described in this section. Prior to commencing construction of the Rob Shelton Improvements, the budget for the Rob Shelton Improvements will be prepared by Owner and submitted to City for approval, such approval not to be unreasonable withheld, conditioned, or delayed. If the construction of the Rob Shelton Improvements and the budget are approved and the Rob Shelton Improvements completed and accepted by City, all of the budgeted expenses actually incurred by Owner relating to the Rob Shelton Improvements will be credited to the Owner by the City by way of planning fees, building permit fees, and other City fees as are necessary to fully reimburse the Owner. The obligation to construct the Rob Shelton Improvements is predicated on the first phase of infrastructure of the Project being under construction and City's granting any necessary rights-of-way and approving the budget. Acquisition of rights-of-way is primarily the responsibility of the Owner, but if needed, the City will employ its eminent domain/condemnation powers to acquire the rights-of way, all as described in Section 3.6 hereof. If either the construction and/or budget is not approved by the City, the obligation of Owner to construct the Rob Shelton Improvements is released.

The north-south roadway within the Land shall be a four-lane minor arterial. Construction shall be generally in accordance with the cross-sections and design specifications as shown in the Annexation agreement and PDD Ordinance, typical sections of which are shown in Exhibit D, subject to plan review and acceptance by City pursuant to Section 3.4 and by the Texas Department of Transportation as applicable. Owner will coordinate this effort with City. The obligation to construct the Offsite Roads is predicated on the first phase of infrastructure of the Project being under construction and City's granting any necessary rights-of-way. Acquisition of rights-of-way is primarily the responsibility of the Owner, but if needed, the City will employ its eminent domain/condemnation powers to acquire the rights-of way, all as described in Section 3.6 hereof.

Owner will dedicate the right-of-way shown on Exhibit E to City of Dripping Springs for (i) future construction of roundabout at Rob Shelton Boulevard and Founders Park Road, (ii) future expansion of Founders Park Road, and (iii) future construction of a roundabout at Founders Park Road and “Offsite Cannon” Roadway.

- b. Owner shall be required to commence construction of the Offsite Cannon Roadway at



such time as Owner has begun construction of the first phase of infrastructure of the Project; the East-West Roadway will be built in three phases, starting at the western most point of the East-West Roadway and moving east to connect to the onsite roadways as they are built, as shown on the Transportation Diagram and in accordance with the “Phasing Plan – Exhibit G” in the Cannon Ranch PDD. Owner shall coordinate with the City, TxDOT, Hays County, and any property owner needed to construct these improvements in a manner that allows this timing to be completed. Acquisition of rights-of-way is primarily the responsibility of the Owner, but if needed, the City will employ its eminent domain/condemnation powers to acquire the rights-of-way all as described in Section 3.6 hereof.

- c. Based upon the Traffic Impact Analysis (“TIA”) that will be approved by City and Owner within sixty (60) days of the approval of this Agreement, Owner and City have agreed upon the amount of Owner’s required participation in the costs of associated with the offsite traffic impact brought on by the Project (the “Participation Costs”). Owner’s obligations to construct the Offsite Roads and dedicate specified ROW and post \$307,500.00 in fiscal for transportation improvements shall fully satisfy Owner’s Participation Costs. The \$307,500.00 will be used for improvements related to the construction of the proposed traffic signal at US 290 and Offsite Cannon Roadway (the “Signal Improvements”). If the traffic signal is warranted by the Texas Department of Transportation prior to the final phase of construction of the Project, the Owner shall construct or fund the Signal Improvements and upon completion of the Signal Improvements, the City will deliver to the Owner the costs of the Signal Improvements incurred by the Owner up to \$307,500.00. For those amounts incurred by Owner in constructing or funding the Signal Improvements in excess of the \$307,500.00, the City will require adjacent landowners to reimburse the Owner for their pro rata share of the cost prior to the City approving any plat, site plan, utility connection, or other developmental requirement requested by the adjacent landowners.
- d. Notwithstanding the foregoing, City and Owner acknowledge that this Agreement is subject to plan review and acceptance by Texas Department of Transportation and any further requirements by Texas Department of Transportation shall be met by Owner.

**3.2 Infrastructure Standards.** The Offsite Roads shall be planned, designed and constructed in compliance with this Article 3 and the City Construction Standards that apply to the Land. Owner agrees to engage a professional engineer registered in the State of Texas to provide design phase, bid phase, and construction phase services necessary for the design, bidding, construction, and installation of the Offsite Roads. Owner shall not be required to publicly bid the project in accordance with all applicable City procedures and the Laws of the State of Texas. However, Owner will request at least three bids from qualified firms for each construction contract for the Offsite Roads work with City to provide locally-based, qualified firms access to bidding opportunities as allowed by state law.

**3.3 Engagement of Contractor.** Owner shall engage a contractor to construct the Offsite Roads in accordance with the terms and conditions of this Agreement and with the approved construction plans and specifications. The construction contract shall require that any and all change orders in excess of \$25,000.00 shall be jointly agreed to in writing by City and Owner,



shall incorporate the requirements of this Article 3, and shall provide that City is a third-party beneficiary of the contract and may enforce such contracts against the Contractor. Change orders must represent an individual change to the contracted work such that large change orders are not subdivided for the sole purpose of arriving at a cost less than \$25,000.00 for any of the subdivided changes.

**3.4 Plan Review, Payment of Fees, and Pre-Construction Conference.** Construction of the Offsite Roads shall not commence until the plans and specifications have been reviewed and approved by the City for compliance with City Construction Standards and TxDOT, as applicable, for compliance with the TxDOT Construction Standards; a pre-construction conference has been held by the Contractor, Owner's Engineer, and the City Engineer, Hays County Fire, and TxDOT (as applicable); all applicable City Review Fees are hereby waived as to the road improvements related to this Agreement except those fees incurred by usage of third-party consultants for review, which shall be paid by the Owner. At such preconstruction conference, the City's Engineer shall designate the individual who will serve as the City's project manager and inspector (the "City Inspector").

**3.5 Inspection by City.** City has the right, but not the obligation, to inspect and test the Offsite Roads at any time. Further, City has the right to participate in a final inspection of the Offsite Roads. Owner, or its Engineer or Contractor, shall notify the City Inspector when each of the Offsite Roads is ready for final inspection. If the City Inspector concurs that construction of the Offsite Roads is substantially complete, then the City Inspector will schedule a final inspection by the City's Engineer within 15 days. Upon such final inspection and correction of any punch list items, Owner shall request that City formally accept the improvements, subject to the provisions of this Agreement.

**3.6 Easements and Rights-of- Way.** Acquisition of right-of-way is primarily the responsibility of the Owner, but if the Owner is unable to obtain all required off-site easements or right-of-way, then within 60 days after request by Owner, City shall attempt to acquire the easements and right-of-way, using its powers of eminent domain if necessary; provided specifically that City and Owner shall jointly incur the expense of attorneys' fees for counsel other than City staff; survey fees and expenses; appraisal fees and expenses; expert fees and expenses, and all other fees, costs, and expenses associated with the acquisition. City shall incur at its sole expense the cost of City staff time for oversight, legal advice provided to the City, and project management.

#### **ARTICLE 4. FEES, PERFORMANCE, PAYMENT AND MAINTENANCE BONDS**

**4.1 Payment of Fees.** All City Review Fees and City Inspection Fees for the Offsite Roads constructed by Owner as set out in the City's Fee Schedule are hereby waived.

**4.2 Payment of Costs.** Except as otherwise provided herein, Owner will pay all costs incurred by Owner associated with the design and construction of the Offsite Road and any cost overruns.

**4.3 Payment, Performance, and Maintenance Bonds.** City shall require Owner or Owner's Contractor(s) to provide performance and payment bonds at the time of construction of the Offsite Roads as applicable, in accordance with Applicable Rules. Owner or Contractor shall provide a



two (2) year maintenance bond upon acceptance by City.

## ARTICLE 5. OWNERSHIP AND OPERATION OF OFFSITE ROADS

**5.1** Within sixty (60) days after City's final approval of the Offsite Roads and the inspection and correction of punch list items pursuant to Section 3.5 above, City will accept the Offsite Roads except any roads maintained and operated by the State of Texas.

(a) Owner shall provide the City Engineer with a set of as-built drawings, for permanent record.

(b) Owner or Owner's Contractor shall provide the City Administrator or designee with a two year maintenance bond for the Offsite Roads.

**5.2** All warranties secured for construction of the Offsite Roads and all bonds, guarantees, other assurances of performance, record drawings, project manuals, and all other documentation related to the Offsite Roads will be delivered to City. Owner agrees that City will not accept the Offsite Roads burdened by any mechanic's lien created by, through or under Owner.

**5.3** After acceptance by City, City will operate and maintain the Offsite Roads according to City's policies and ordinances, as amended from time to time. Nothing in this Agreement will be construed to limit, restrict, modify, or abrogate City's governmental authority or ordinances respecting the operation and maintenance of its road systems nor its duty to provide for the public health, safety, and welfare in the operation and maintenance of same.

**5.4** Maintenance of roadway and storm water infrastructure within the right-of-way will become the responsibility of the City through acceptance by the City Council under the current ordinances. All storm water infrastructure associated with roadways that is outside the right-of-way will remain the maintenance responsibility of the Owner or its assigns.

## ARTICLE 6. INSURANCE AND INDEMNIFICATION

**6.1** **Insurance.** Owner or its Contractor(s) shall acquire and maintain, during the period of time when any of the Offsite Roads are under construction by Owner (with full coverage in force for matters occurring prior to City's acceptance of the Offsite Road until expiration of two (2) years after the latter to occur of full and final completion of the Offsite Roads and acceptance thereof by City): (a) workers compensation insurance in the amount required by law and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability (e.g. deletion of exclusions for liability assumed under any indemnification provisions of this Agreement), with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00 per occurrence and general aggregate coverage for bodily injury, death and property damage of not less than \$2,000,000.00 (per project); provided, however, if the applicable construction contract is for a sum greater than \$3,000,000.00, then either (at Owner's election) the general aggregate coverage for bodily injury, death and property damage shall be no less than \$5,000,000.00 (on a per project basis), or an additional \$3,000,000.00 of umbrella or excess liability insurance shall be acquired and maintained. Such insurance shall cover claims for bodily injury, death and property damage which might arise out of the construction contracts



for the Offsite Roads, whether by Owner, a contractor, subcontractor, material man, or otherwise. Commercial general liability insurance coverage in the amount of \$1,000,000.00 must be on a “per occurrence” basis. All such insurance shall be issued by a carrier which is rated “A-1” or better by A.M. Best’s Key Rating Guide and licensed to do the business of insurance in the State of Texas. The commercial general liability insurance shall name City including its current and future officers, councilmembers, employees, representatives, and other agents as additional named insureds and contain a waiver of subrogation endorsement in favor each additional named insured. Upon the later to occur of Owner’s execution of a construction contract for the Offsite Roads or five (5) days prior to commencement of construction under a construction contract for the Offsite Roads, Owner shall provide to City certified copies of all declarations, contracts, and policies of insurance, including all riders, exclusions, and all other attachments to each, evidencing such insurance coverage, along with the endorsement naming City as an additional insured. As to insurance required for current and for future Owners, even where Owner or the insurer has the right to cancel, fail to renew, or modify insurance coverage, each such policy shall provide that, at least thirty (30) days’ prior to the cancellation (including for non-payment of premiums), non-renewal or modification of the same, City and Owner or Owner’s contractor shall receive written notice of such cancellation, non-renewal or modification; furthermore, if Owner receives ten (10) days’ written notice for non-payment of premiums pursuant to Section 551.053 of the Texas Insurance Code, or if Owner is provided such notice by Owner’s contractor, then Owner shall provide such notice to City within five (5) business days. The commercial general liability insurance discussed in this Section 6.1 will not have exclusions or reduced limits for risks assumed pursuant to this Agreement. If insurance coverage that names a city as an “additional named insured” is commercially available to contractors which would bid for a construction project within the Cannon Ranch development at commercially reasonable rates, then City shall be named as an “additional named insured” to the insurance policy for such construction project.

**6.2 DEFENSE, INDEMNIFICATION and HOLD HARMLESS.** OWNER (IN THE EVENT OF AN ASSIGNMENT PURSUANT TO SECTION 8.5 BELOW “OWNER” FOR PURPOSES OF THIS SECTION 6.2 SHALL MEAN SUCH ASSIGNEE) HEREBY COVENANTS AND AGREES, TO THE EXTENT PERMITTED BY CHAPTER 151 OF THE TEXAS INSURANCE CODE, AND NO FURTHER, TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, AND ITS PAST, PRESENT, AND FUTURE OFFICIALS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND OTHER AGENTS (IN THIS SECTION, COLLECTIVELY THE “CITY”) AGAINST AND FROM (AND WILL PAY TO CITY OR THE CLAIMANT, AS APPLICABLE, THE AMOUNT OF SUCH DAMAGES TO THE EXTENT THAT PAYMENT OBLIGATIONS UNDER THIS INDEMNITY ARISE) ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF ANY TYPE (COLLECTIVELY, “DAMAGES”), ARISING FROM (i) THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY OWNER OR (ii) ANY THIRD PARTY CLAIMS RELATING TO ANY PUBLIC IMPROVEMENT CONSTRUCTED BY OWNER ACQUIRED UNDER THIS AGREEMENT, INCLUDING ANY CLAIM RELATING TO THE SOLE NEGLIGENCE OF CITY OR RESULTING FROM ANY INJURY TO ANY PERSON OR DAMAGE TO PROPERTY RESULTING FROM THE ACTS OR OMISSIONS OF OWNER, ITS CONTRACTOR OR SUBCONTRACTORS, IN OWNER’S CONSTRUCTION OF THE OFFSITE ROADS FOR THE PROJECT. OWNER WILL DEFEND CITY AGAINST ALL SUCH CLAIMS OTHER THAN THOSE CLAIMS RELATING TO CITY’S SOLE NEGLIGENCE AND CITY WILL REASONABLY COOPERATE AND ASSIST IN



PROVIDING SUCH DEFENSE. CITY SHALL HAVE THE RIGHT TO REASONABLY APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER SUBJECT TO THE TERMS AND CONDITIONS OF ANY INSURANCE POLICY APPLICABLE TO SUCH CLAIM AND THE INSURER'S RIGHT TO RETAIN COUNSEL ON BEHALF OF ANY INSURED OR ADDITIONAL INSURED. CITY RESERVES THE RIGHT, BUT IS NOT REQUIRED, TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE AT ITS OWN EXPENSE. OWNER SHALL RETAIN DEFENSE COUNSEL WITHIN 10 BUSINESS DAYS OF WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHTS TO DEFENSE AND INDEMNIFICATION, AND IF OWNER DOES NOT DO SO, CITY MAY RETAIN ITS OWN DEFENSE COUNSEL IF REASONABLY NECESSARY AND OWNER WILL BE LIABLE FOR ALL REASONABLE COSTS AND EXPENSES OF SUCH COUNSEL INCURRED UNTIL OWNER HAS RETAINED DEFENSE COUNSEL. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT INDEFINITELY WITH RESPECT TO MATTERS OCCURRING PRIOR TO CITY'S ACCEPTANCE OF THE OFFSITE ROAD, SUBJECT TO APPROPRIATE STATUTES OF LIMITATIONS, AS THEY MAY BE TOLLED OR EXTENDED BY AGREEMENT OR OPERATION OF LAW. OWNER WILL NOT SETTLE ANY CLAIM IF SUCH SETTLEMENT PROVIDES FOR INJUNCTIVE OR DECLATORY RELIEF AGAINST CITY WITHOUT THE WRITTEN CONSENT OF CITY, WHICH SHALL NOT BE UNREASONABLY WITHHELD (CITY SHALL NOT HAVE APPROVAL RIGHTS OVER MONETARY SETTLEMENTS, UNLESS AFFIRMATIVE ACTION IS REQUIRED BY CITY IN CONNECTION WITH SUCH SETTLEMENT); HOWEVER, LIMITS ON FUTURE GOVERNMENT ACTION AND PRECEDENTIAL CONSIDERATIONS RELATED TO OR POTENTIALLY ARISING FROM ANY PROPOSED SETTLEMENT ARE AMONG REASONS ON WHICH CITY MAY BASE REFUSAL TO CONSENT TO ANY PROPOSED SETTLEMENT.

**6.3** At no time shall City have any control over or charge of Owner's design, construction, or installation of any of the Offsite Roads, nor the means, methods, techniques, sequences, or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture between City and Owner.

**6.4 Insurance and Indemnity by Contractors: Insurance and Indemnity by Contractors.** If Owner engages a Contractor to construct the Offsite Roads, Owner shall include in the contract requirements that the Contractor must provide commercial general liability insurance naming City as an additional named insured as required in Section 6.1. To the extent allowed by applicable law, Owner shall use reasonable efforts to cause the contract to provide THAT THE CONTRACTOR COVENANT AND AGREE, TO THE EXTENT PERMITTED BY CHAPTER 151 OF THE TEXAS INSURANCE CODE, AND NO FURTHER, TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OF ANY NATURE ARISING OUT OF THE PERFORMANCE OF SUCH CONTRACT, EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO STRICT LIABILITY, OTHER THAN SUCH LIABILITIES THAT ARISE DUE TO THE SOLE NEGLIGENCE OF CITY.

## ARTICLE 7. DEFAULT AND REMEDIES FOR DEFAULT

**7.1 Preventative Default Measures.** The Parties presently enjoy a good working relationship



and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to City Administration. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Owner's request, the City Administration shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

**7.2 Default.** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party arising out of the default, give written notice to the defaulting Party specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.

**7.3 Remedies Between City and Owner.** If a Party contends that the other Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 7.2 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. First, if both Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or both of the Parties decline to engage in mediation, then either Party may institute legal proceedings in a state district court in Hays County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party shall pay its own costs and attorney fees.

## ARTICLE 8. MISCELLANEOUS

**8.1 Governing Law; Jurisdiction and Venue.** This Agreement shall be construed under and in accordance with the laws of The State of Texas. All obligations of the parties created hereunder are performable in Hays County, Texas and venue for any action arising hereunder shall be in Hays County.

**8.2 Conspicuous Provisions.** City and Owner acknowledge that the provisions of this Agreement set out in bold, CAPITALS (or any combination thereof) satisfy the requirements for the express negligence rule or are conspicuous.

**8.3 Notices.** Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party

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

**To City:**

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

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

**To Owner:**

*Original:* Ashton Austin Residential, L.L.C.  
Attn: Keith Pearson  
10721 Research Blvd, Suite B-210  
Austin, TX 78759

Ashton Austin Residential, L.L.C.  
Attn: Steven Pierce  
10721 Research Blvd, Suite B-210  
Austin, TX 78759

Ashton Woods  
Attn: Christina Malone  
3820 Mansell Road, Suite 400  
Alpharetta, GA 30022

*Copies to:* Baker & Robertson  
Attn: Rex B. Baker, III  
PO Box 718  
Dripping Springs, TX 78620

Armbrust & Brown, PLLC  
Attn: Kevin M. Flahive  
100 Congress Avenue, Suite 1300  
Austin, TX 78701

**8.4 City Consent and Approval:** In any provision of this Agreement that provides for the consent or approval of City staff or City Council, such consent or approval must be granted in writing, and unless otherwise specified in this Agreement may be withheld or conditioned by the staff or City Council based on compliance with the terms of this Agreement and applicable laws and ordinances.

**8.5 Assignment:** This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner may assign all or an undivided interest in this Agreement to an affiliate of



Owner, a land bank entity or other entity that facilitates the acquisition, development, or disposition of the Property, a person or entity that will have a co-ownership interest in all or a portion of the Property, or a joint venture in which Owner or an affiliate of Owner is a member, without the consent of City. As used in this Section, "affiliate" means (a) an officer, director, employee, shareholder, or partner of Owner; (b) any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with Owner (whether directly or indirectly through one or more intermediaries); or (c) any officer, director, trustee, general partner, or employee of any person or entity described in (b) above.

For assignments other than to an affiliate as provided in the above paragraph, but including any assignment to a land bank entity or other entity that facilitates the acquisition, development, or disposition of the Property or other homebuilder, Owner may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Project from time to time to any party provided that the assignee has provided to Owner with a copy to City in a writing, certified by an officer with the authority to bind the assignee, stating that such assignee (i) does not owe delinquent taxes or fees to City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. In the event the proposed assignee is a company that is publicly traded and listed on the New York Stock Exchange, then an officer of such proposed assignee shall provide this information in the certification described in this Section 8.5 in lieu of the requirements of (iii), above. Owner shall provide City sixty (60) days prior written notice of any such assignment, and Owner shall provide City with a copy of the writing described in this Section 8.5. Upon assignment pursuant to this Section 8.5, Owner shall be released of any further obligations under this Agreement.

**8.6 No Third Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and neither City nor Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than City and Owner.

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

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

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



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

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

**8.11 Interpretation.** The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "shall include" means "shall include without limitation."

**8.12 Exactions Roughly Proportionate.** Owner hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code, arising out of this Agreement. Both Owner and City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement or the future zoning ordinance covering the Land. Owner further acknowledges that the benefits of platting and master planning have been accepted with full knowledge of potential claims and causes of action which may be raised now and, in the future, and Owner acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. Notwithstanding the foregoing, Owner does not waive any of its rights or claims with respect to any future requests or exactions from City not covered or determined by this Agreement or the future zoning ordinance covering the Land.

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

**8.14 Term.** The term of this Agreement will commence on the Effective Date and continue until City's acceptance of the Offsite Roads, unless terminated on an earlier date by written agreement of City and Owner.

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

- Exhibit A** Depiction of Land
- Exhibit B** Legal Description of Land
- Exhibit C** Transportation Diagram
- Exhibit D** Typical Sections
- Exhibit D.1** Rob Shelton Section Option 1

- Exhibit D.2** Rob Shelton Section Option 2
- Exhibit D.3** Rob Shelton Section Option 3
- Exhibit D.4** Rob Shelton Section Option 4
- Exhibit E** Offsite Roadway Dedication Rob Shelton and Founder's Park (including future Roundabouts)

**The Effective Date of this Agreement is July 6, 2021.**

[Signature Pages to follow]



**THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT:**

**CITY:**

**CITY OF DRIPPING SPRINGS:**  
a Type A General-Law Municipality

Bill Foulds, Jr.  
Bill Foulds, Jr., Mayor



**ATTEST:**

Andrea Cunningham  
Andrea Cunningham, City Secretary

**OWNER:**

**ASHTON AUSTIN RESIDENTIAL, L.L.C.**  
a Texas limited liability company

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT:**

**CITY:**

**CITY OF DRIPPING SPRINGS:**  
a Type A General-Law Municipality

*Bill Foulds, Jr.*

Bill Foulds, Jr., Mayor



**ATTEST:**

*Andrea Cunningham*

Andrea Cunningham, City Secretary

**OWNER:**

**ASHTON AUSTIN RESIDENTIAL, L.L.C.**  
a Texas limited liability company

*[Handwritten Signature]*

Signature

*LINDSAY MOTLEY*

Printed Name

*DIVISION PRESIDENT*

Title

**EXHIBIT A**  
**Depiction of the Land**



**EXHIBIT B**  
**Legal Description of the Land**



7401B Highway 71 West, Suite 160  
Austin, TX 78735  
Office: 512.583.2600  
Fax: 512.583.2601

[Doucetengineers.com](http://Doucetengineers.com)

Cannon Ranch  
Hays County, Texas

D&A Job No. 1298-003  
June 25, 2021

**DESCRIPTION  
For a 100.58 Acre Tract**

**BEING A 100.58 ACRE TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, AND THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, HAYS COUNTY, TEXAS, SAID TRACT BEING OUT OF THAT CALLED 209.697 ACRE TRACT CONVEYED IN A DEED TO CANNON FAMILY, LTD., AS RECORDED IN VOLUME 1619, PAGE 313 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], ALSO BEING OUT OF A CALLED 58.000 ACRE TRACT DESCRIBED IN A DEED TO ORYX CANNON 58 LLC., RECORDED IN DOCUMENT NUMBER 20023358 [O.P.R.H.C.T.], SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2-inch iron rod with cap stamped "DOUCET" on the north line of the said 209.697 acre tract, same being the southwest corner of a called 200.4 acre tract, recorded in Document Number 18036374 [O.P.R.H.C.T.], being further described as a called 200 acre tract, recorded in Volume 171, Page 279, of the Deed Records of Hays County, Texas [D.R.H.C.T.], and same being at the southeast corner of a called 1.978 acre tract, recorded in Volume 1714, Page 289 [O.P.R.H.C.T.];

**THENCE** with a common line between the said 209.697-acre tract and the said 200.4-acre tract, the following two (2) courses and distances:

- 1) N88°34'55"E, a distance of 3,774.04 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an interior ell corner of the said 209.697 acre tract, same being at the southeast corner of said 200 acre tract, and
- 2) N00°50'48"W, a distance of 365.62 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at the northern northwest corner of said 209.697 acre tract, same being in the south line of a called 13.585 acre tract, recorded in Document Number 20027264 [O.P.R.H.C.T.], and b;

**THENCE** N89°00'33"E, with the north line of said 209.697 acre tract, and also being the south line of the said 13.585-acre tract, and with the south line of a called 291-1/3 acre tract described in Volume 258, Page 123 [D.R.H.C.T.], a distance of 424.27 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at the northeast corner of the tract described herein;

**CONTINUED ON NEXT PAGE**





**THENCE** over and across the said 209.697-acre tract, the following twenty-one (21) courses and distances:

- 1) S01°05'40"E, a distance of 69.82 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 2) S10°05'59"W, a distance of 106.90 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 3) S22°51'12"W, a distance of 151.89 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 4) S42°50'39"W, a distance of 368.76 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 5) S56°32'56"W, a distance of 68.53 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set found at an angle point,
- 6) S31°27'14"W, a distance of 77.76 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 7) S41°42'08"W, a distance of 288.31 feet to a Mag Nail with "DOUCET" found at an angle point,
- 8) S33°10'59"W, a distance of 82.38 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 9) S22°35'14"W, a distance of 106.02 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 10) S02°33'22"W, a distance of 379.88 feet passing a 1/2-inch iron rod with cap stamped "DOUCET" found on the north line of the said 58.000-acre tract, from which a spindle found at the northeast corner of the said 58.000-acre tract bears S68°04'00"E, a distance of 78.35 feet, and continuing over and across said 58.000-acre tract a total distance of 435.19 feet to a calculated point of curvature and for the southeast corner of the tract described herein and being within the said 58.000-acre tract,

**THENCE** continuing over and across said 58.000-acre tract the following eight (8) courses and distances:

- 1) With a curve to the right, having an arc length of 228.89 feet, a radius of 515.00 feet, a delta angle of 25°27'54", and a chord which bears N77°34'10"W, a distance of 227.01 feet to a calculated point of tangency,

**CONTINUED ON THE NEXT PAGE**



- 2) N64°50'13"W, a distance of 277.81 feet to calculated point of curvature,
- 3) With a curve to the left, having an arc length of 784.34 feet, a radius of 960.00 feet, a delta angle of 46°48'43", and a chord which bears N88°14'34"W, a distance of 762.71 feet to a calculated point of tangency,
- 4) S68°21'05"W, a distance of 330.60 feet to a calculated point of curvature,
- 5) With a curve to the right, having an arc length of 322.95 feet, a radius of 640.00 feet, a delta angle of 28°54'42", and a chord which bears S82°48'26"W, a distance of 319.53 feet to a calculated point of tangency,
- 6) N82°44'13"W, a distance of 352.20 feet for a calculated point of curvature,
- 7) With a curve to the left, having an arc length of 345.54 feet, a radius of 910.00 feet, a delta angle of 21°45'21", and a chord which bears S86°23'06"W, a distance of 343.47 feet to a calculated point,
- 8) S75°30'26"W, a distance of 81.96 feet to a calculated point on the east line of said 58.000-acre tract, same being a line common to the said 209.697-acre tract and the said 58.000-acre tract, from which a spindle found for the northwest corner of the said 58.000-acre tract bears N06°07'42"E, a distance of 52.15 feet,

**THENCE** S06°06'37"W with the common line of the said 58.000-acre tract and the said 209.697-acre tract, a distance of 33.36 feet to a calculated point of curvature,

**THENCE** over and across the said 209.697-acre tract, with a curve to the left, having an arc length of 29.31 feet, a radius of 25.00 feet, a delta angle of 67°10'08", and a chord which bears S23°55'04"W, a distance of 27.66 feet to a calculated point of reverse curvature within the said 209.697-acre tract,

**THENCE** over and across the said 209.697-acre tract, with a curve to the right, having an arc length of 33.59 feet, passing a calculated point at the line common to the said 209.697-acre tract and the said 58.000-acre tract, departing said common line and continuing over and across said 58.000-acre tract, a total arc length of 263.58 feet, a radius of 807.00 feet, a delta angle of 18°42'48", and a chord which bears S00°18'36"E, a distance of 262.41 feet to a calculated point within said 58.000-acre tract,

**THENCE** S09°02'49"W, a distance of 24.83 feet passing a calculated point on the line common to the said 58.000-acre tract and the said 209.697-acre tract, a total distance of 212.01 feet to a calculated point of curvature within the said 209.697-acre tract,

**CONTINUED ON THE NEXT PAGE**





**THENCE** continuing over and across the said 209.697-acre tract, with a curve to the left, having an arc length of 171.69 feet, a radius of 746.64 feet, a delta angle of 13°10'32", and a chord which bears S04°35'52"W, a distance of 171.32 feet calculated point of tangency,

**THENCE** S02°11'31"E, continuing across the said 209.697-acre tract, a distance of 260.58 feet to a mag nail with shiner stamped "EECL RPLS" found at the southwest corner of the said 58.000-acre tract, and on the existing north Right-of-Way line of U.S. Highway 290 (Variable Width Right-of-Way, Deed of Record not found),

**THENCE** S87°48'29"W with the existing north Right-of-Way line of the said Highway 290, a distance of 114.00 feet to a calculated point on the south line of the said 209.697-acre tract,

**THENCE** over and across the said 209.697-acre tract the following seven (7) courses and distances:

- 1) N01°11'31"W, a distance of 260.58 feet to a calculated point for a point of curvature,
- 2) With a curve to the right, having an arc length of 194.05 feet, a radius of 856.12 feet, a delta angle of 12°59'13", and a chord which bears N04°27'47"E, a distance of 193.64 feet to a calculated point of tangency,
- 3) N09°02'49"E, a distance of 212.01 feet to a calculated point of curvature,
- 4) With a curve to the left, having an arc length of 284.72 feet, a radius of 693.00 feet, a delta angle of 23°32'23", and a chord which bears N02°43'23"E, a distance of 282.72 feet to a calculated point of a compound curve,
- 5) With a curve to the left, having an arc length of 245.55 feet, a radius of 693.00 feet, a delta angle of 20°18'06", and a chord which bears N24°38'37"W, a distance of 244.27 feet to a calculated point of non-tangency,
- 6) S70°59'50"W, a distance of 295.38 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point, and
- 7) S89°21'11"W, a distance of 715.61 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found on the west line of said 209.697 acre tract, same point being on the east line of a called 4.078 acre tract, described as Tract 2, conveyed to City of Dripping Springs, recorded in Volume 5200, Page 886 [O.P.R.H.C.T.], and for an angle point of the tract described herein;

**THENCE** with the common line of the said 209.697-acre tract and the said 4.078-acre tract, the following four (4) courses and distances:

- 1) N00°51'53"W, a distance of 161.19 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,

**CONTINUED ON THE NEXT PAGE**



- 2) S88°22'44"W, a distance of 299.63 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,
- 3) N00°50'55"W, a distance of 517.61 feet to a 1/2-inch iron rod with cap stamped "CAPITOL", found at a point of curvature, and
- 4) With a curve to the left, having an arc length of 210.34 feet, a radius of 355.63 feet, a delta angle of 33°53'17" and a chord which bears N17°49'24"W, a distance of 207.29 feet to a 1/2-inch iron rod with cap stamped "DOUCET", found at the northwest corner of said 209.697 acre tract, same being in the south line of a called 11.61 acre tract, recorded in Volume 733, Page 101 of the Real Property Records of Hays County, Texas [R.P.R.H.C.T.], and for the northwest corner of the tract described herein;

**THENCE** with the lines common to said 209.697 acre tract and said 11.61 acre tract, the following three (3) courses and distances:

- 1) N84°18'45"E, a distance of 142.18 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,
- 2) N79°26'34"E, a distance of 100.24 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner and
- 3) N88°45'18"E, a distance of 33.52 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner of the tract described herein and at the southwest corner of said 1.978 acre tract;

**THENCE** with the common line of said 209.697 acre tract and said 1.978 acre tract, the following two (2) courses and distances:

- 1) N87°41'40"E, a distance of 226.58 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point of the tract described herein, and

CONTINUED ON THE NEXT PAGE



- 2) N89°32'34"E, a distance of 270.93 feet to the **POINT OF BEGINNING** of the tract described herein, and containing 100.58 Acres.

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by using the surface adjustment factor of 1.000077936. Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, John Barnard, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground under my supervision.

06/25/2021

---

John Barnard  
Registered Professional Land Surveyor  
Texas Registration No. 5749  
Doucet & Associates  
JBarnard@DoucetEngineers.com  
TBPELS Firm Registration No. 10105800

Date



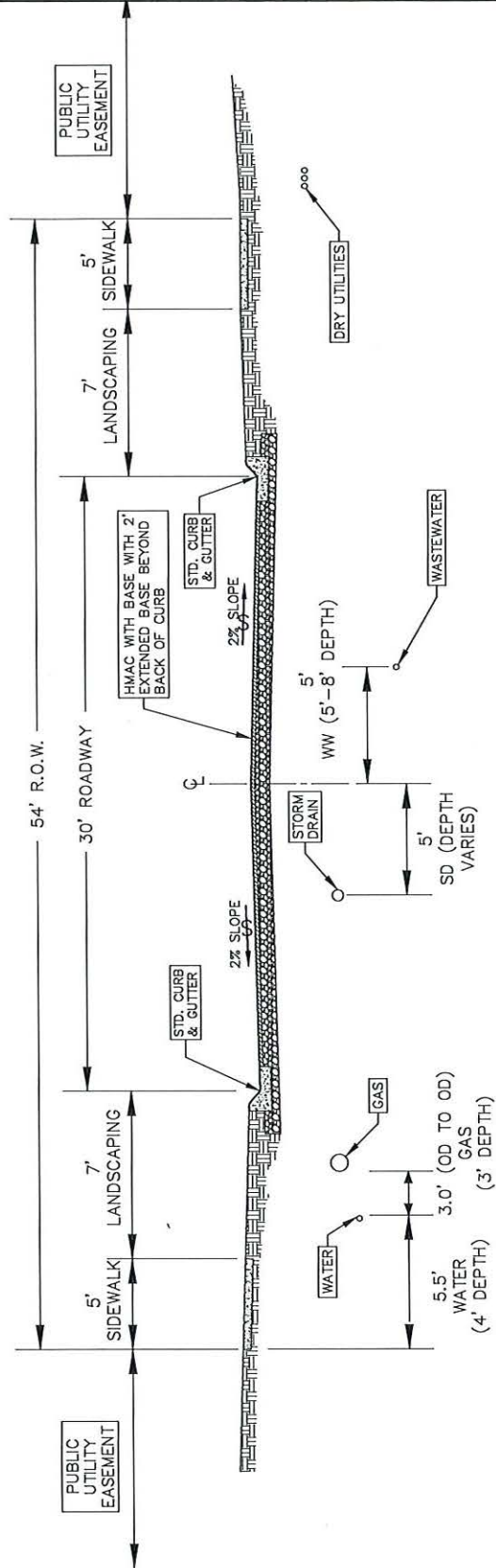
**EXHIBIT C**  
**Transportation Diagram**





**EXHIBIT D**  
**Typical Sections**

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|-----------|------------|
| Scale:    | NTS        |
| Designed: | JH         |
| Drawn:    | JH         |
| Reviewed: | JC         |
| Date:     | 04/19/2021 |



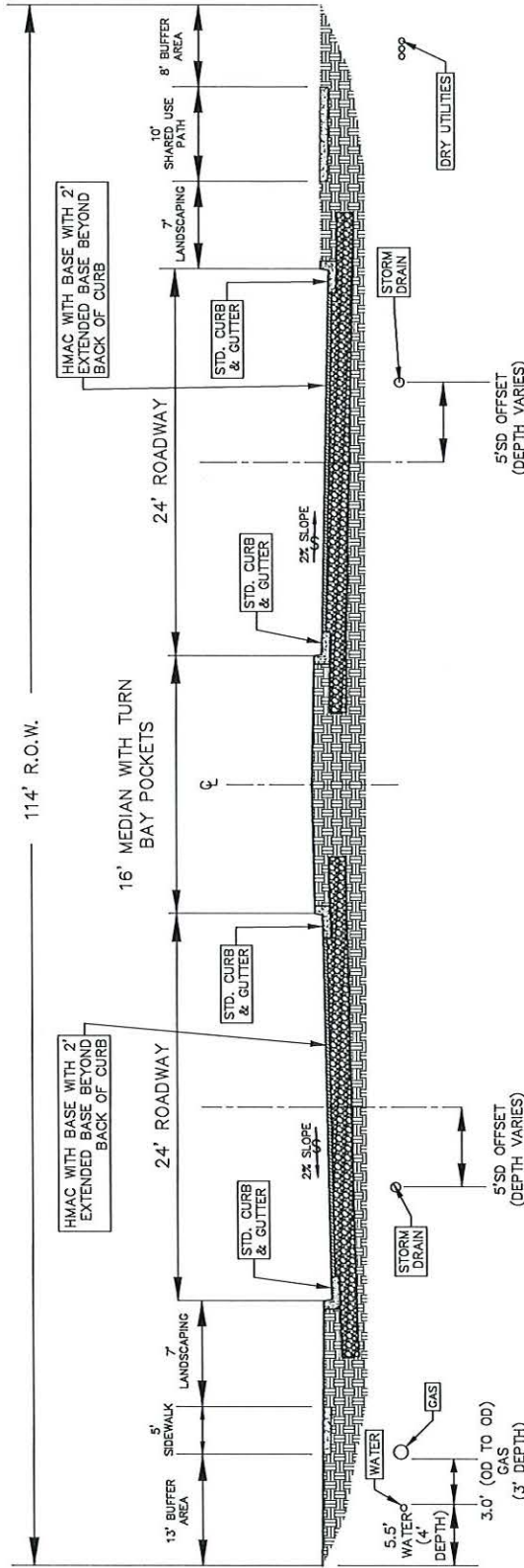
54' R.O.W. LOCAL STREET  
TYPICAL SECTION  
N.T.S.

**DA DOUCET & ASSOCIATES**  
Civil Engineering - Entitlements - Surveying/Mapping  
7401 B. Highway 71 W, Suite 140  
Austin, Texas 78735, Phone: (512)-583-2600  
www.douceengineers.com  
Firm Registration Number: 3937

TYPICAL ROAD  
CROSS SECTION -  
LOCAL RESIDENTIAL  
STREET (54' R.O.W.)

CANNON RANCH  
DRIPPING SPRINGS, TX

SHEET  
**EXHIBIT**  
OF 5  
Project No: 1298-003  
158



NOTE:  
 1. TURN BAYS AS REQUIRED  
 2. 114' ROW TO BE DEDICATED BY CANNON RANCH PDD DEVELOPMENT  
 3. ONSITE SHARED USE PATH, SIDEWALKS, AND LANDSCAPING TO BE CONSTRUCTED BY CANNON RANCH PDD DEVELOPMENT  
 4. LANDSCAPING WILL INCLUDE STREET TREES ON EITHER SIDE OF ROADWAY

114' R.O.W. ONSITE CANNON ROADWAY  
 TYPICAL SECTION  
 N.T.S.

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| Scale:    | NTS        |
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| Reviewed: | JG         |
| Date:     | 04/19/2021 |

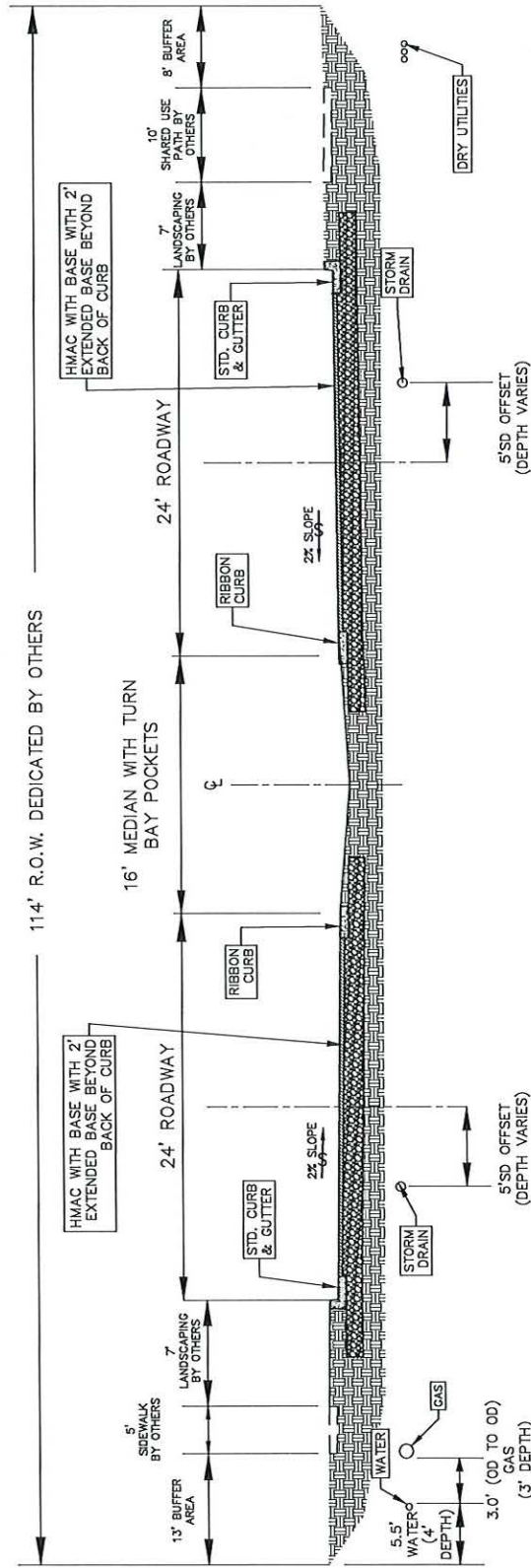
**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Entitlements - Surveying/Mapping  
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 Austin, Texas 78735, Phone: (512)-583-2600  
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TYPICAL ROAD  
 CROSS SECTION - N-S  
 ONSITE CANNON ROADWAY  
 (114' R.O.W.)

CANNON RANCH  
 DRIPPING SPRINGS, TX

SHEET  
**EXHIBIT**  
 OF 5  
 Project No: 1298-003  
 159





NOTE:  
 1. TURN BAYS AS REQUIRED  
 2. 114' ROW TO BE DEDICATED BY OTHERS  
 3. OFFSITE SHARED USE PATH, SIDEWALKS, AND LANDSCAPING TO BE CONSTRUCTED BY OTHERS  
 4. WATER QUALITY CONTROLS TO BE PLACED WITHIN MEDIAN

114' R.O.W. OFFSITE CANNON ROADWAY  
 TYPICAL SECTION  
 N.T.S.

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| Reviewed: | JG         |
| Date:     | 04/19/2021 |

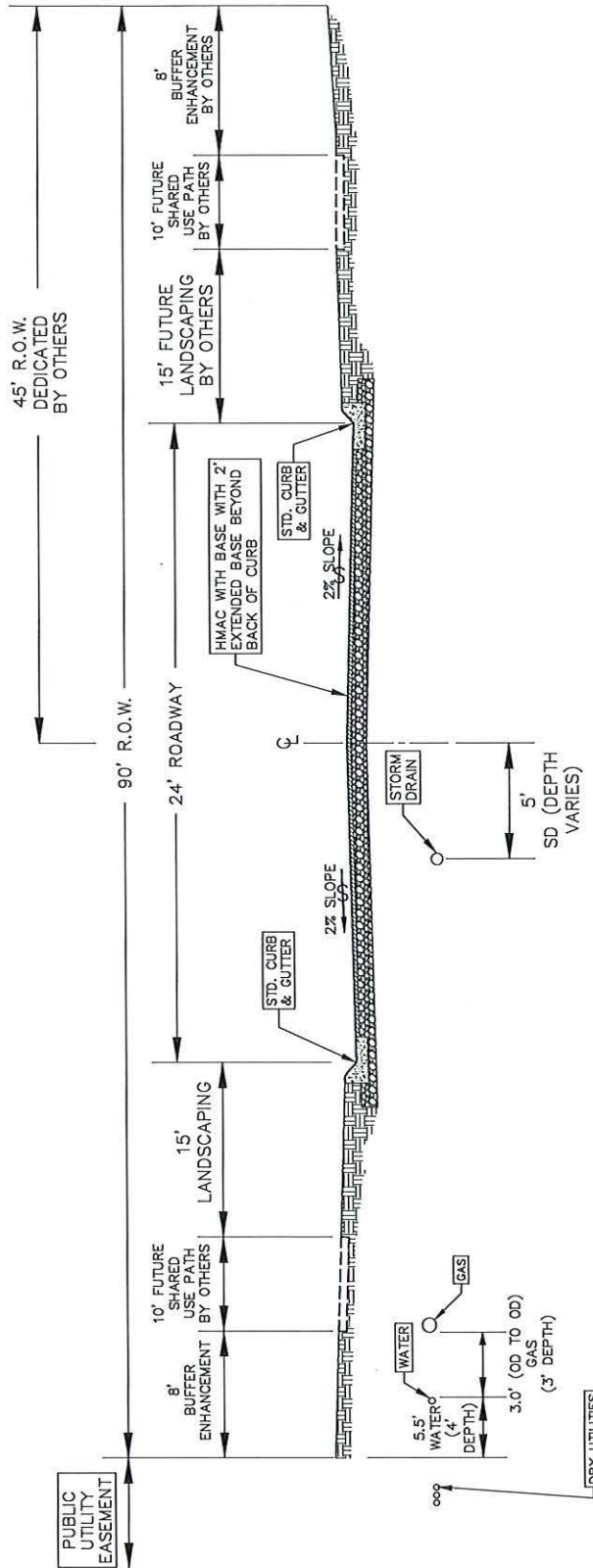
**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Entitlements - Surveying/Mapping  
 7401 B. Highway 71 W, Suite 160  
 Austin, Texas 78735, Phone: (512)-583-2600  
 www.douceengineers.com  
 Firm Registration Number: 3937

TYPICAL ROAD  
 CROSS SECTION - N-S  
 OFFSITE CANNON ROADWAY  
 (114' R.O.W.)

CANNON RANCH  
 DRIPPING SPRINGS, TX

SHEET  
**EXHIBIT**  
 OF 5  
 Project No: 17298-003  
 160

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| Reviewed: | JC         |
| Date:     | 04/19/2021 |

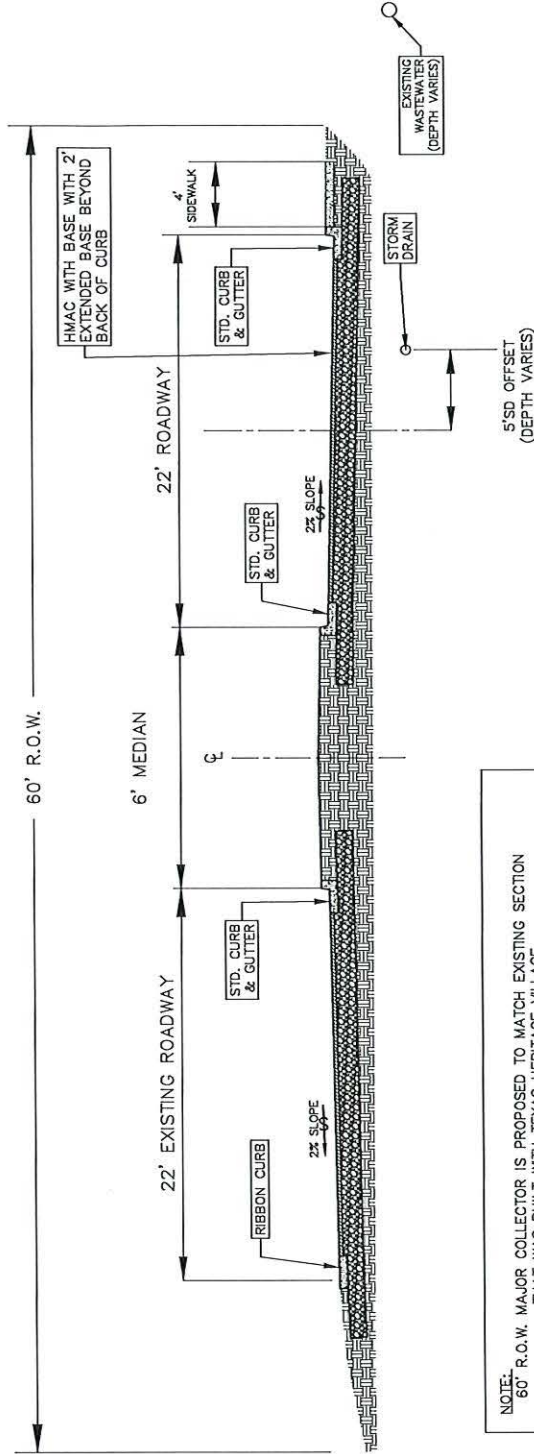


90' R.O.W. E-W 2-LANE COMMERCIAL COLLECTOR  
TYPICAL SECTION  
N.T.S.



**EXHIBIT D.1**  
**Rob Shelton Section Option 1**

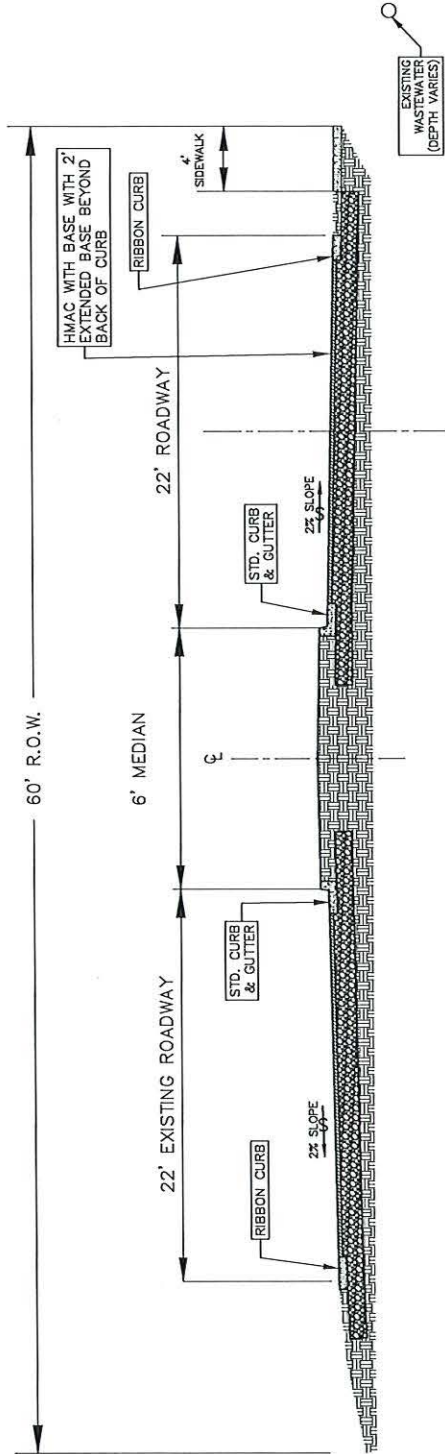
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| Designed: | JH         |
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| Reviewed: | JG         |
| Date:     | 06/28/2021 |



NOTE:  
60' R.O.W. MAJOR COLLECTOR IS PROPOSED TO MATCH EXISTING SECTION  
THAT WAS BUILT WITH TEXAS HERITAGE VILLAGE

60' R.O.W. ROB SHELTON OPTION 1  
TYPICAL SECTION  
N.T.S.

**EXHIBIT D.2**  
**Rob Shelton Section Option 2**



NOTE:  
60' R.O.W. MAJOR COLLECTOR IS PROPOSED TO MATCH EXISTING SECTION THAT WAS BUILT WITH TEXAS HERITAGE VILLAGE

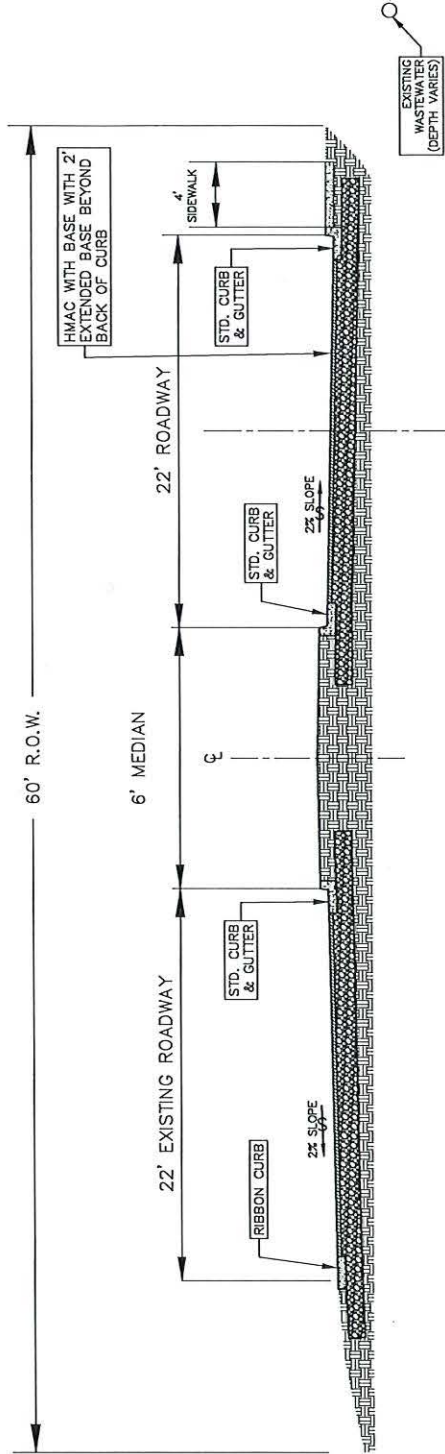
60' R.O.W. ROB SHELTON OPTION 2  
TYPICAL SECTION  
N.T.S.

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| Designed: | JH         |
| Drawn:    | JH         |
| Reviewed: | JG         |
| Date:     | 06/28/2021 |

**EXHIBIT D.3**  
**Rob Shelton Section Option 3**



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| Designed: | JH         |
| Drawn:    | JH         |
| Reviewed: | JG         |
| Date:     | 06/28/2021 |

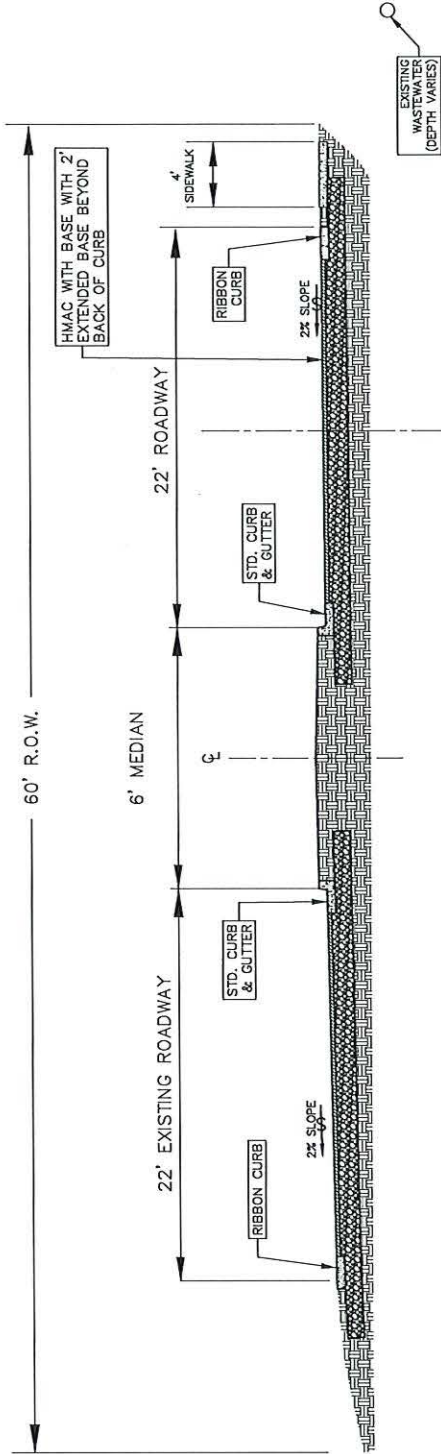


60' R.O.W. ROB SHELTON OPTION 3  
TYPICAL SECTION  
N.T.S.

NOTE:  
60' R.O.W. MAJOR COLLECTOR IS PROPOSED TO MATCH EXISTING SECTION  
THAT WAS BUILT WITH TEXAS HERITAGE VILLAGE

**EXHIBIT D.4**  
**Rob Shelton Section Option 4**

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| Scale:    | NTS        |
| Designed: | JH         |
| Drawn:    | JH         |
| Reviewed: | JG         |
| Date:     | 06/28/2021 |



NOTE:  
60' R.O.W. MAJOR COLLECTOR IS PROPOSED TO MATCH EXISTING SECTION THAT WAS BUILT WITH TEXAS HERITAGE VILLAGE

60' R.O.W. ROB SHELTON OPTION 4  
TYPICAL SECTION  
N.T.S.

**DA DOUCET & ASSOCIATES**  
Civil Engineering - Entitlements - Surveying/Mapping  
7401 B. Highway 71 W, Suite 160  
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Firm Registration Number: 3937

TYPICAL ROAD  
CROSS SECTION - ROB  
SHELTON OPTION 4 (60'  
R.O.W.)

CANNON RANCH  
DRIPPING SPRINGS, TX

SHEET  
**EXHIBIT**  
OF 6  
Project No: 1298-003  
169

**EXHIBIT E**

**Offsite Roadway Dedication Rob Shelton and Founder’s Park Including Roundabouts**

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| Scale:    | NTS        |
| Designed: | JH         |
| Drawn:    | JH         |
| Reviewed: | JG         |
| Date:     | 04/27/2021 |



**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Entitlements - Surveying/Mapping  
 7401 B. Highway 71 W, Suite 160  
 Austin, Texas 78735, Phone: (512)-583-2600  
 www.doucetengineers.com  
 Firm Registration Number: 3937

OFFSITE ROADWAY  
 AGREEMENT  
 R.O.W.  
 DEDICATION EXHIBIT

CANNON RANCH  
 DRIPPING SPRINGS, TX

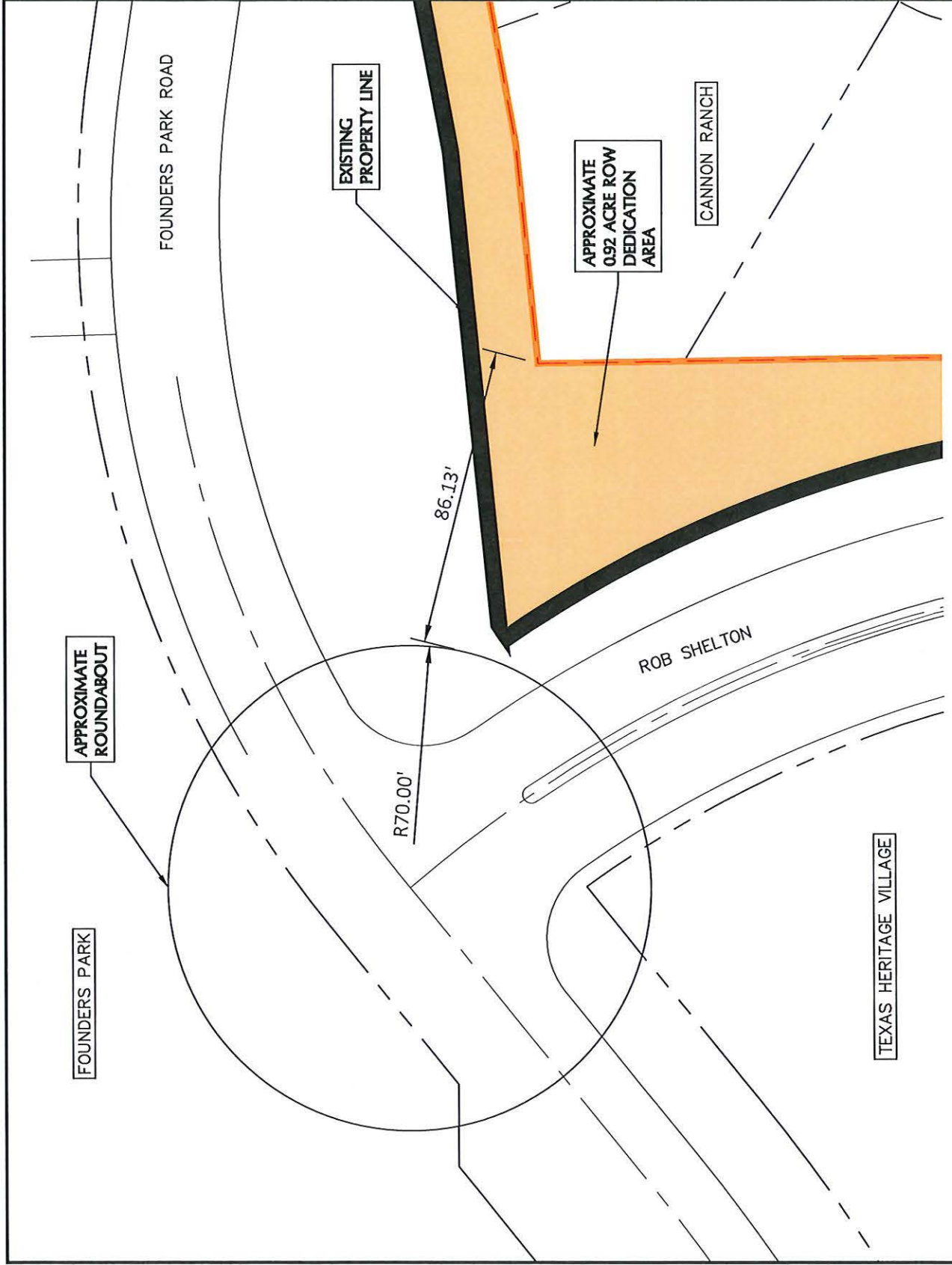
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**EXHIBIT**  
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 98-003



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| Reviewed: | JG         |
| Date:     | 05/13/2021 |



NOTE: ROUNDABOUT DIMENSIONS BASED OFF OF CONCEPTUAL FROM HDR DATED 06/2017



**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Entitlements - Surveying/Mapping  
 7401 B. Highway 71 W, Suite 160  
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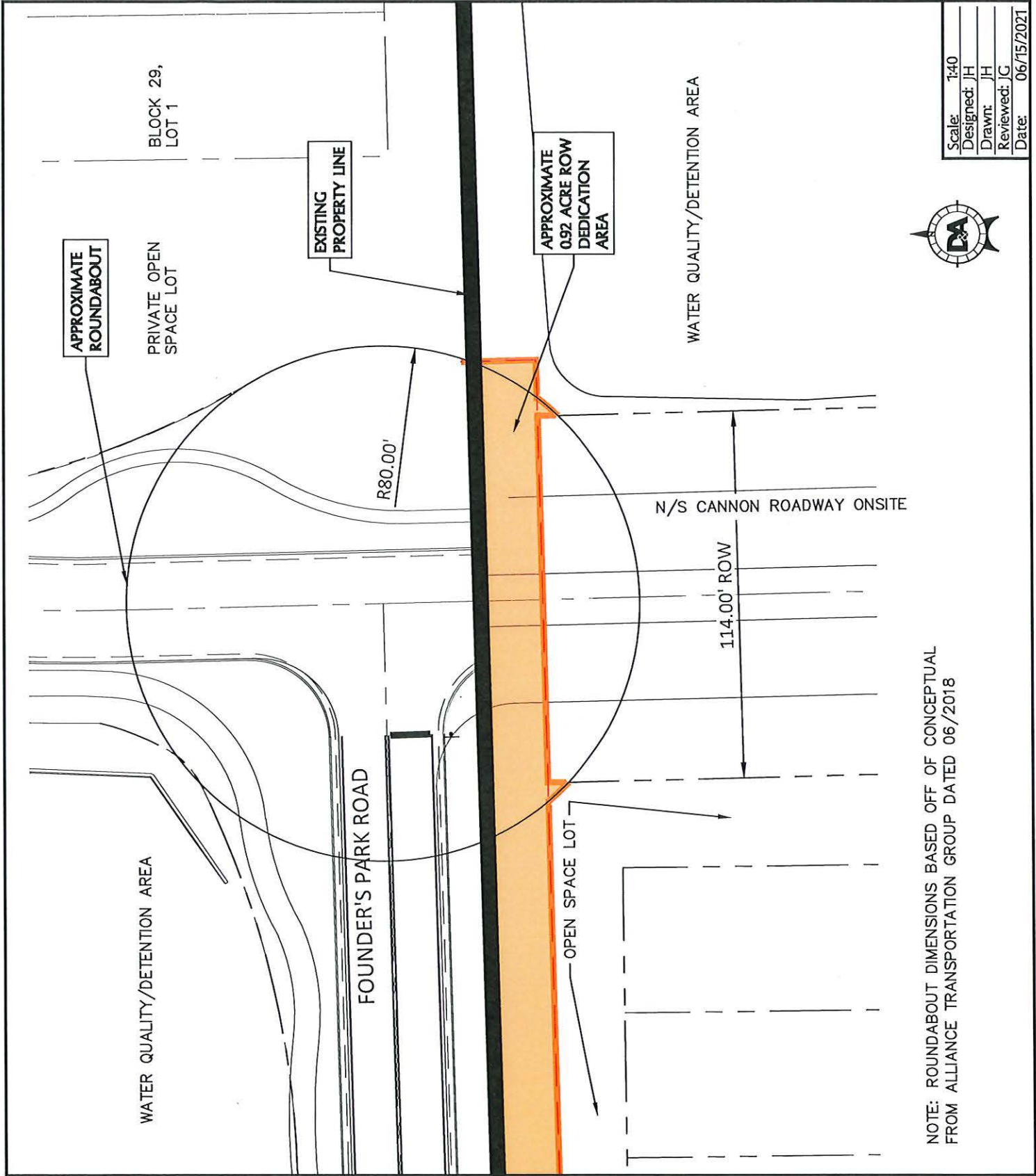
OFFSITE ROADWAY  
 AGREEMENT  
 FPR & ROB SHELTON  
 ROUNDABOUT

CANNON RANCH  
 DRIPPING SPRINGS, TX

SHEET  
**EXHIBIT**  
 OF 1  
 lect No:  
 98-003  
 172



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| Drawn:    | JH         |
| Reviewed: | JG         |
| Date:     | 06/15/2021 |



NOTE: ROUNDABOUT DIMENSIONS BASED OFF OF CONCEPTUAL FROM ALLIANCE TRANSPORTATION GROUP DATED 06/2018

**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Entitlements - Surveying/Mapping  
 7401 B. Highway 71 W, Suite 160  
 Austin, Texas 78735, Phone: (512)-583-2600  
 www.doucetengineers.com  
 Firm Registration Number: 3937

OFFSITE ROADWAY  
 AGREEMENT  
 FPR & LONE PEAK  
 ROUNDABOUT

CANNON RANCH  
 DRIPPING SPRINGS, TX

SHEET  
**EXHIBIT**  
 OF 1  
 ect No:  
 98-003  
 173

Doucet & Associates, Inc. Date: 1/13/2022  
 7401 B Hwy 71 W., Suite 160 Client Name: Ashton Woods  
 Austin, Texas 78735 (512) 583-2600 Project Name: Cannon Ranch  
D&A #: 1298-003

**CANNON RANCH TRANSPORTATION IMPROVEMENTS - Option 3**

| Item   | Quantity | Unit | Unit Cost                 | Total                |
|--|----------|------|---------------------------|----------------------|
| <b>22' Widening to Rob Shelton - 60' ROW</b>                           |          |      |                           |                      |
| <b>SITE IMPROVEMENT</b>  |          |      |                           |                      |
| Clearing and Grubbing (ROW)  | 2662     | SY   | \$ 2.50                   | \$ 6,655.00          |
| Revegetation outside ROW   | 4581     | SY   | \$ 1.00                   | \$ 4,581.11          |
| Excavation   | 2500     | CY   | \$ 17.00                  | \$ 42,500.00         |
| Fill   | 2500     | CY   | \$ 9.00                   | \$ 22,500.00         |
| Erosion and Sedimentation Control                                      | 1        | LS   | \$ 5,000.00               | \$ 5,000.00          |
| <b>SITE IMPROVEMENT SUBTOTAL</b>                                       |          |      |                           | <b>\$ 81,236.11</b>  |
| <b>PAVING IMPROVEMENT</b>  |          |      |                           |                      |
| Subgrade Prep - 4" Thick   | 3134     | SY   | \$ 3.50                   | \$ 10,970.56         |
| Flexible base - 15" Thick  | 3134     | SY   | \$ 17.00                  | \$ 53,285.56         |
| HMAC, 3" Thick   | 2652     | SY   | \$ 15.50                  | \$ 41,109.44         |
| Curb and Gutter  | 3255     | LF   | \$ 30.00                  | \$ 97,650.00         |
| Laydown Curb   | 1085     | LF   | \$ 15.00                  | \$ 16,275.00         |
| 4' Sidewalk  | 1085     | LF   | \$ 26.00                  | \$ 28,210.00         |
| Existing Pavement Sawcut, Mill, and Demo                               | 1        | LS   | \$ 22,500.00              | \$ 22,500.00         |
| Signage and Pavement Markings  | 1        | LS   | \$ 25,000.00              | \$ 25,000.00         |
| ADA Ramps  | 3        | EA   | \$ 1,500.00               | \$ 4,500.00          |
| <b>PAVING IMPROVEMENT SUBTOTAL</b>                                     |          |      |                           | <b>\$ 299,500.56</b> |
| <b>DRAINAGE IMPROVEMENT</b>  |          |      |                           |                      |
| Intersection Improvements and Tie-In (includes drainage modifications) | 1        | LS   | \$ 175,000.00             | \$ 175,000.00        |
| 18" RCP  | 275      | LF   | \$ 90.00                  | \$ 24,750.00         |
| Trench Safety  | 275      | LF   | \$ 1.25                   | \$ 343.75            |
| 18" Headwall   | 2        | EA   | \$ 4,250.00               | \$ 8,500.00          |
| 5' Sidewalk Flume with Steel Plate                                     | 1        | LS   | \$ 5,000.00               | \$ 5,000.00          |
| Drainage Ditch along Back of Lots                                      | 1085     | LF   | \$ 15.00                  | \$ 16,275.00         |
| <b>DRAINAGE IMPROVEMENT SUBTOTAL</b>                                   |          |      |                           | <b>\$ 229,868.75</b> |
|  |          |      | <b>Hard Cost SUBTOTAL</b> | <b>\$ 610,605.42</b> |
| <b>OTHER ITEMS</b>   |          |      |                           |                      |
| Engineering Design   | 1        | LS   | \$ 63,000.00              | \$ 63,000.00         |
| Construction Administration & Inspection and Testing (15% Hard Cost)   | 1        | LS   | \$ 91,590.81              | \$ 91,590.81         |
| Mobilization (10% Hard Cost)   | 1        | LS   | \$ 61,060.54              | \$ 61,060.54         |
| <b>SUBTOTAL</b>  |          |      |                           | <b>\$ 215,651.35</b> |
| <b>20% Contingency:</b>  |          |      |                           | <b>\$ 165,251.35</b> |
| <b>TRANSPORTATION IMPROVEMENT SUBTOTAL:</b>                            |          |      |                           | <b>\$ 991,508.13</b> |

**\*Notes/Assumptions:**

- 1. Cut/Fill quantities are based on rough grading of roadways only
- 2. Road base extends 2' beyond BOC on either side
- 3. Road Sections assumed are in the table as follows:
- 4. Lighting Infrastructure not included in the cost estimate.

| ROADWAY     | ROADWAY SECTION                    | SIDEWALKS            |
|-------------|------------------------------------|----------------------|
| ROB SHELTON | 22' PAVEMENT WITH CURB (ALL SIDES) | 4' SIDEWALK ONE SIDE |



| Drainage Area | Area (sf) | Area (Acres) | Area (Sq. Mi.) | Impervious Cover |             | Impervious Cover Composite C Value |          | Percent Impervious | Pervious Classification     | Pervious C Value |          | Composite C Value |          |
|---------------|-----------|--------------|----------------|------------------|-------------|------------------------------------|----------|--------------------|-----------------------------|------------------|----------|-------------------|----------|
|               |           |              |                | Concrete (%)     | Asphalt (%) | 25-year                            | 100-year |                    |                             | 25-year          | 100-year | 25-year           | 100-year |
| 1             | 21780     | 0.500        | 0.000781       | 0.00             | 100.00      | 0.86                               | 0.95     | 70%                | Good condition, Slopes 2-7% | 0.39             | 0.46     | 0.72              | 0.80     |
| 2             | 74052     | 1.700        | 0.002856       | 0.00             | 100.00      | 0.86                               | 0.95     | 56%                | Good condition, Slopes 2-7% | 0.39             | 0.46     | 0.65              | 0.73     |

**TIME OF CONCENTRATION CALCULATIONS**

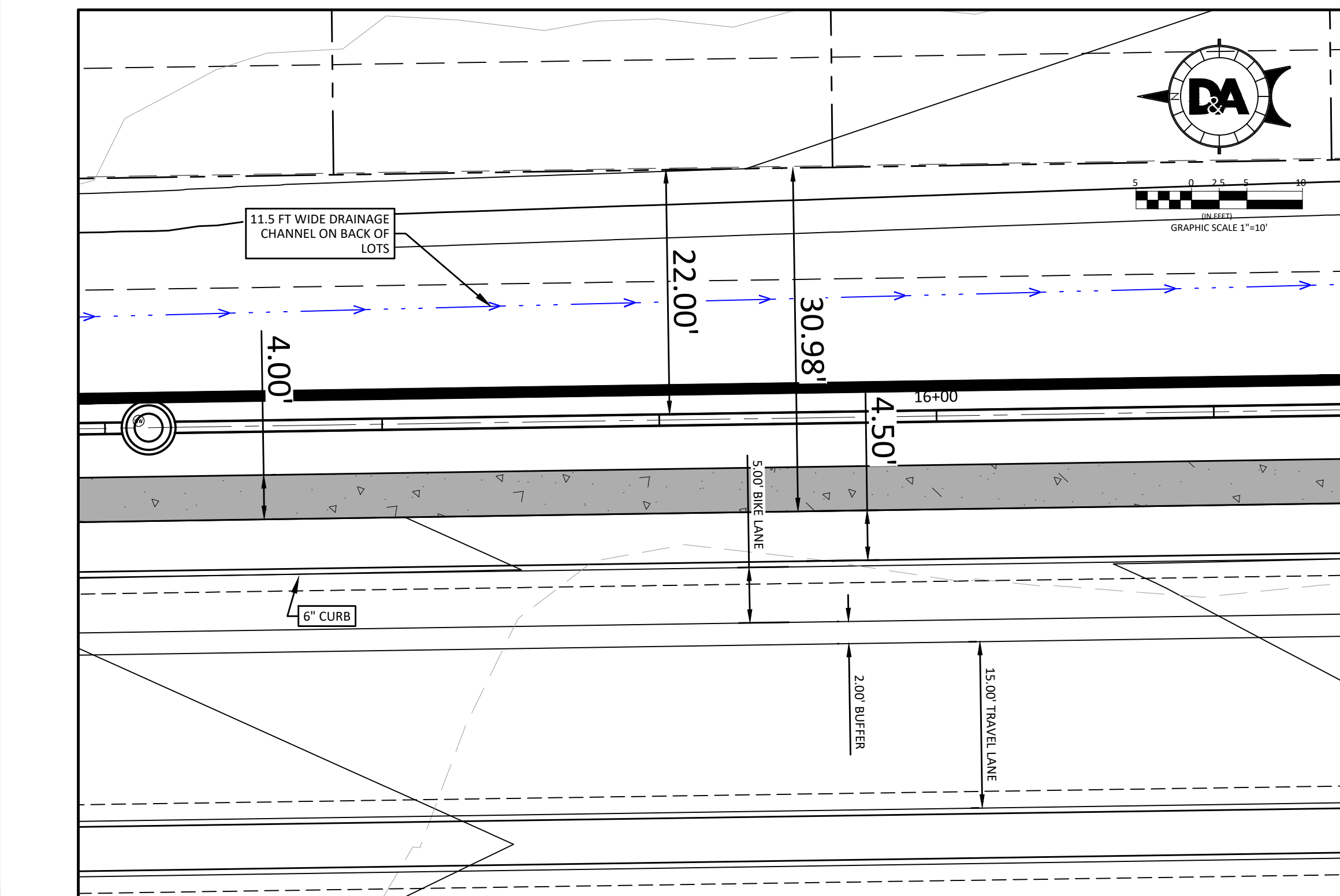
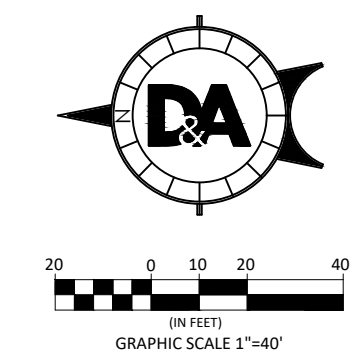
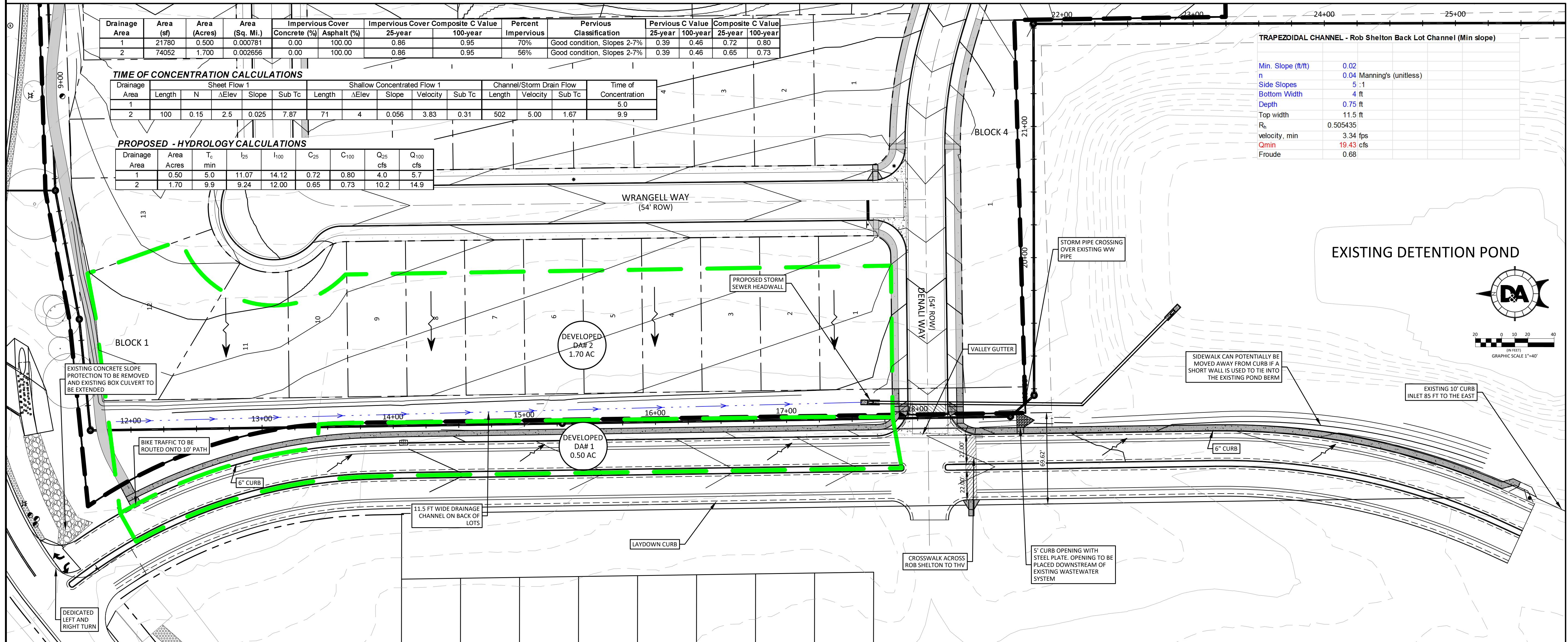
| Drainage Area | Sheet Flow 1 |      |       |       | Shallow Concentrated Flow 1 |        |       |       | Channel/Storm Drain Flow |        |        | Time of Concentration |          |
|---------------|--------------|------|-------|-------|-----------------------------|--------|-------|-------|--------------------------|--------|--------|-----------------------|----------|
|               | Length       | N    | ΔElev | Slope | Sub Tc                      | Length | ΔElev | Slope | Velocity                 | Sub Tc | Length |                       | Velocity |
| 1             |              |      |       |       |                             |        |       |       |                          |        |        |                       | 5.0      |
| 2             | 100          | 0.15 | 2.5   | 0.025 | 7.87                        | 71     | 4     | 0.056 | 3.83                     | 0.31   | 502    | 5.00                  | 1.67     |

**PROPOSED - HYDROLOGY CALCULATIONS**

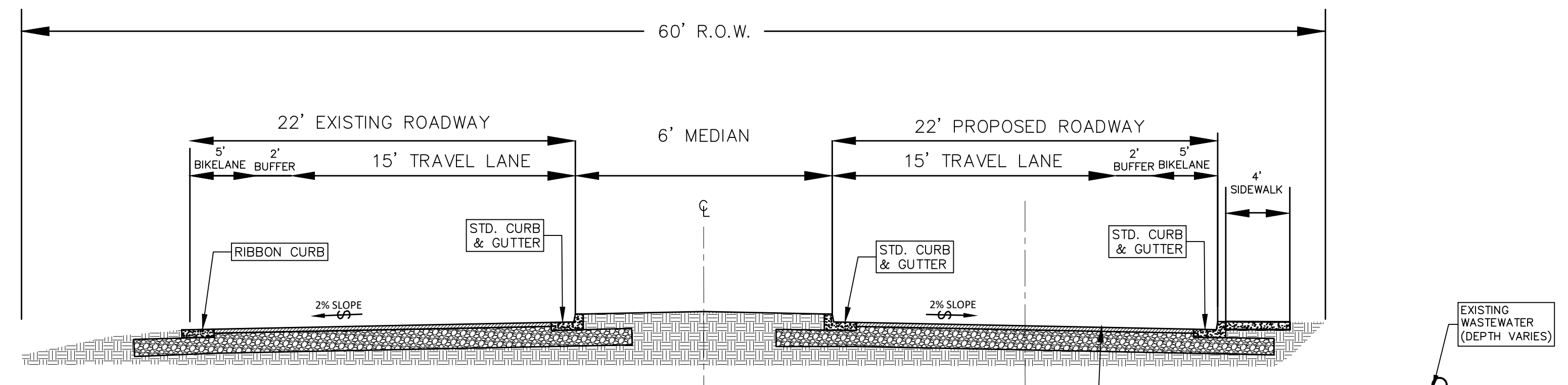
| Drainage Area | Area Acres | T <sub>c</sub> min | t <sub>25</sub> | t <sub>100</sub> | C <sub>25</sub> | C <sub>100</sub> | Q <sub>25</sub> cfs | Q <sub>100</sub> cfs |
|---------------|------------|--------------------|-----------------|------------------|-----------------|------------------|---------------------|----------------------|
| 1             | 0.50       | 5.0                | 11.07           | 14.12            | 0.72            | 0.80             | 4.0                 | 5.7                  |
| 2             | 1.70       | 9.9                | 9.24            | 12.00            | 0.65            | 0.73             | 10.2                | 14.9                 |

**TRAPEZOIDAL CHANNEL - Rob Shelton Back Lot Channel (Min slope)**

|                   |                           |
|-------------------|---------------------------|
| Min Slope (ft/ft) | 0.02                      |
| n                 | 0.04 Manning's (unitless) |
| Side Slopes       | 5 : 1                     |
| Bottom Width      | 4 ft                      |
| Depth             | 0.75 ft                   |
| Top width         | 11.5 ft                   |
| R <sub>c</sub>    | 0.505435                  |
| velocity, min     | 3.34 fps                  |
| Q <sub>min</sub>  | 19.43 cfs                 |
| Froude            | 0.68                      |



**NOTE:**  
60' R.O.W. MAJOR COLLECTOR IS PROPOSED TO MATCH EXISTING SECTION THAT WAS BUILT WITH TEXAS HERITAGE VILLAGE

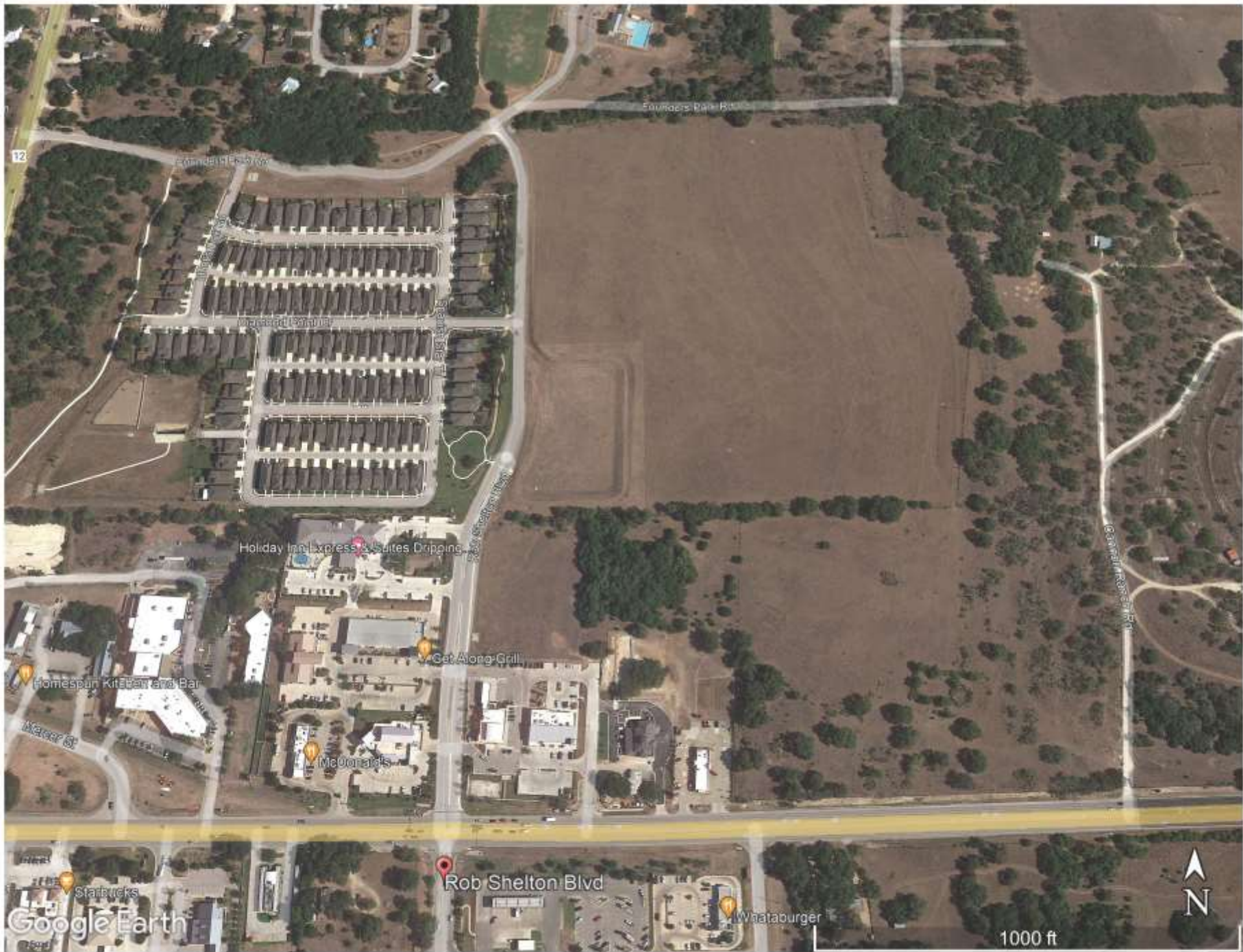


**60' R.O.W. ROB SHELTON OPTION 3  
TYPICAL SECTION  
N.T.S.**

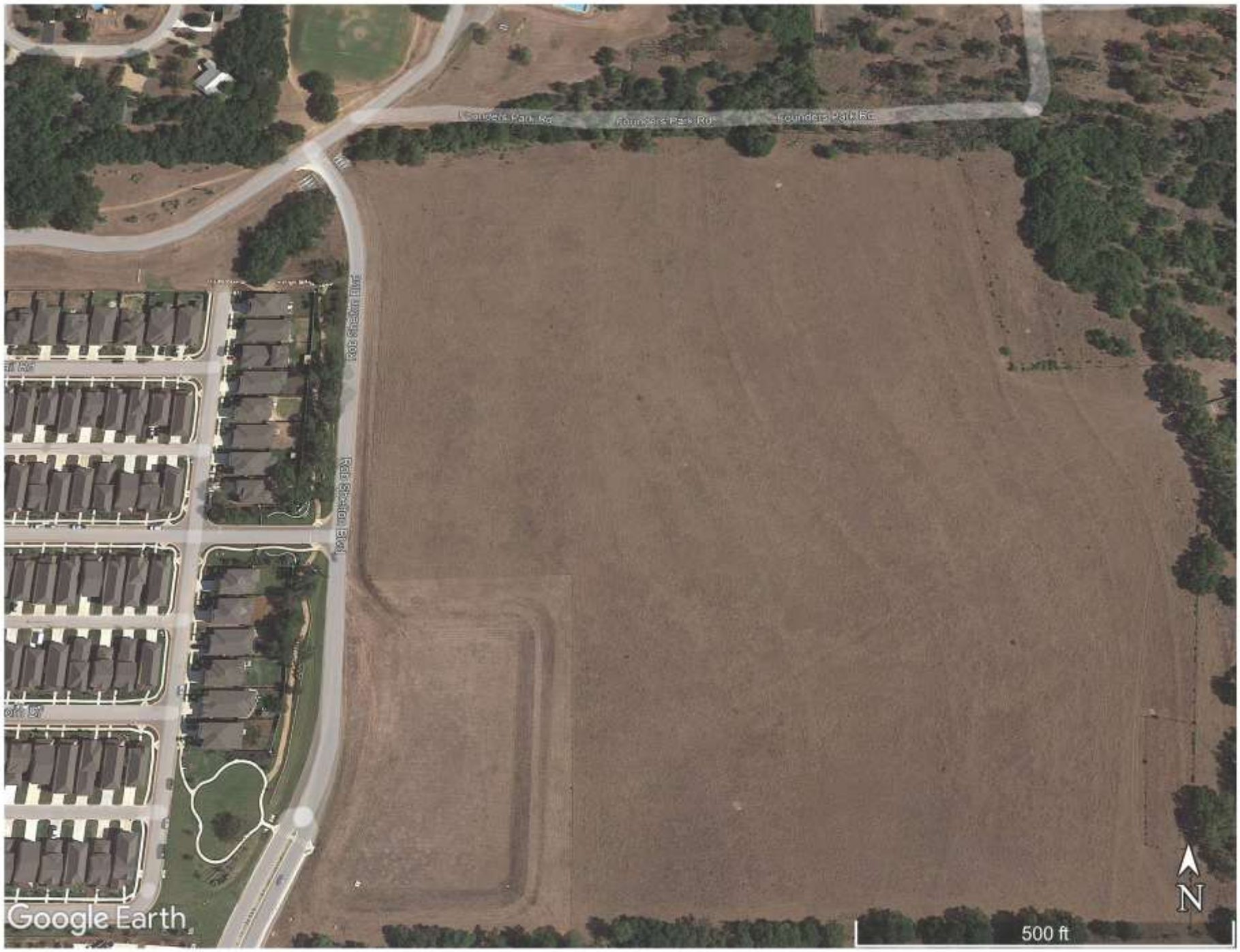
Drawing: C:\pwworking\pbeheimb\1298-003 Rob Shelton Full Build Exhibit.dwg  
 User: JHELMBERG  
 Plot Date/Time: Jan, 13, 2022 - 09:45:09

# **Rob Shelton Blvd. Improvements**

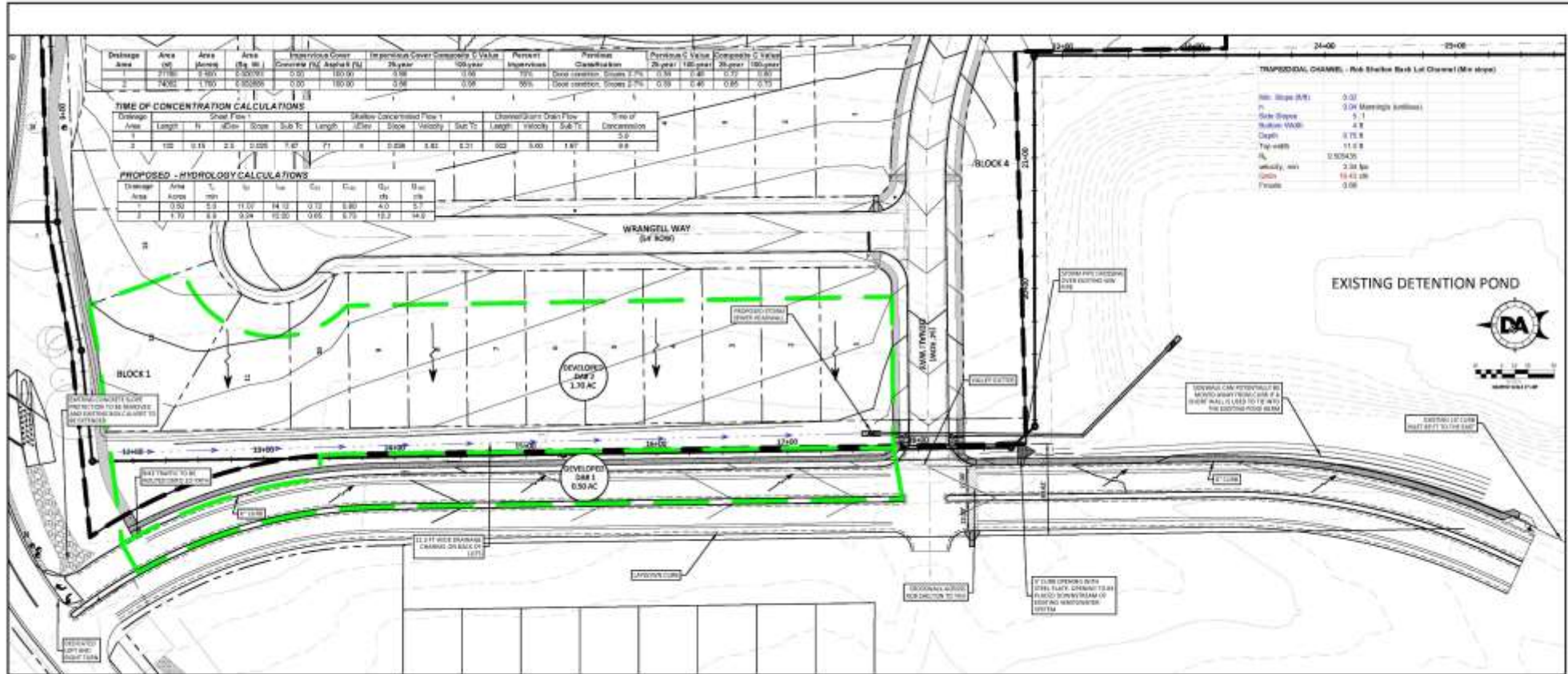












**DOUCET & ASSOCIATES**  
 Civil Engineering - Infrastructure - Surveying - Mapping  
 2803 S. Highway 21 W. Suite 140  
 Aubrey, Texas 76703, Phone: (512) 983-2400  
 www.doucetengr.com  
 File Registration Number: 2017

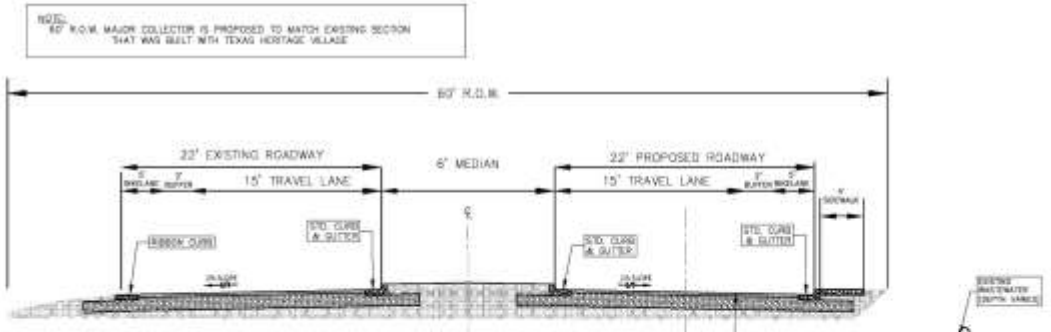
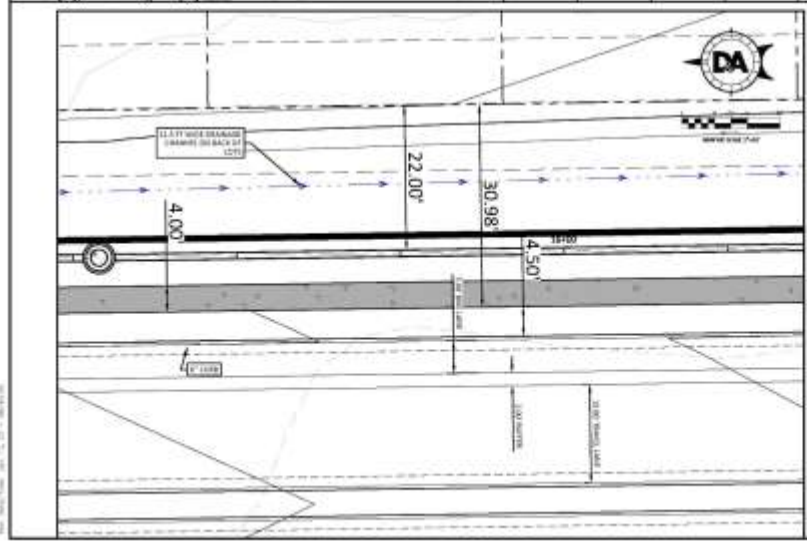
**ROB SHELTON**  
**FULL BUILD EXHIBIT - OPTION 3**

**CANNON RANCH**  
**DRIPPINGS SPRINGS, TX**

DATE: 10/1/2018  
 DRAWING BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: 10/1/2018

**SHEET 1 OF 1**

Project No: 0580-013



**60' R.O.W. ROB SHELTON OPTION 3**  
**TYPICAL SECTION**  
 N.T.S.

Drawn by: [Name]  
 Checked by: [Name]  
 Date: 10/1/2018

|  |                 |   |                           |                      |
|--|-----------------|---|---------------------------|----------------------|
| Doucet & Associates, Inc.<br>7401 B Hwy 71 W., Suite 160<br>Austin, Texas 78736 (512) 563-2600 |                 | Date: 1/13/2022<br>Client Name: Ashton Woods<br>Project Name: Cannon Ranch<br>D&A #: 1298-003 |                           |                      |
| <b>CANNON RANCH TRANSPORTATION IMPROVEMENTS - Option 3</b>                                     |                 |   |                           |                      |
| <b>Item</b>  | <b>Quantity</b> | <b>Unit</b>   | <b>Unit Cost</b>          | <b>Total</b>         |
| <b>22' Widening to Rob Shelton - 60' ROW</b>   |                 |   |                           |                      |
| <b>SITE IMPROVEMENT</b>  |                 |   |                           |                      |
| Clearing and Grubbing (ROW)  | 2662            | SY  | \$ 2.50                   | \$ 6,655.00          |
| Revegetation outside ROW   | 4581            | SY  | \$ 1.00                   | \$ 4,581.11          |
| Excavation   | 2500            | CY  | \$ 17.00                  | \$ 42,500.00         |
| Fill   | 2500            | CY  | \$ 9.00                   | \$ 22,500.00         |
| Erosion and Sedimentation Control  | 1               | LS  | \$ 5,000.00               | \$ 5,000.00          |
| <b>SITE IMPROVEMENT SUBTOTAL</b>   |                 |   | <b>\$</b>                 | <b>81,236.11</b>     |
| <b>PAVING IMPROVEMENT</b>  |                 |   |                           |                      |
| Subgrade Prep - 4" Thick   | 3134            | SY  | \$ 3.50                   | \$ 10,970.56         |
| Flexible base - 15" Thick  | 3134            | SY  | \$ 17.00                  | \$ 53,285.56         |
| HMAC, 3" Thick   | 2652            | SY  | \$ 15.50                  | \$ 41,109.44         |
| Curb and Gutter  | 3255            | LF  | \$ 30.00                  | \$ 97,650.00         |
| Laydown Curb   | 1085            | LF  | \$ 15.00                  | \$ 16,275.00         |
| 4" Sidewalk  | 1085            | LF  | \$ 26.00                  | \$ 28,210.00         |
| Existing Pavement Sawcut, Mill, and Demo   | 1               | LS  | \$ 22,500.00              | \$ 22,500.00         |
| Signage and Pavement Markings  | 1               | LS  | \$ 25,000.00              | \$ 25,000.00         |
| ADA Ramps  | 3               | EA  | \$ 1,500.00               | \$ 4,500.00          |
| <b>PAVING IMPROVEMENT SUBTOTAL</b>   |                 |   | <b>\$</b>                 | <b>289,500.56</b>    |
| <b>DRAINAGE IMPROVEMENT</b>  |                 |   |                           |                      |
| Intersection Improvements and Tie-In (includes drainage modifications)                         | 1               | LS  | \$ 175,000.00             | \$ 175,000.00        |
| 18" RCP  | 275             | LF  | \$ 90.00                  | \$ 24,750.00         |
| Trench Safety  | 275             | LF  | \$ 1.25                   | \$ 343.75            |
| 18" Headwall   | 2               | EA  | \$ 4,250.00               | \$ 8,500.00          |
| 6" Sidewalk Plume with Steel Plate   | 1               | LS  | \$ 5,000.00               | \$ 5,000.00          |
| Drainage Ditch along Back of Lots  | 1085            | LF  | \$ 15.00                  | \$ 16,275.00         |
| <b>DRAINAGE IMPROVEMENT SUBTOTAL</b>   |                 |   | <b>\$</b>                 | <b>229,868.75</b>    |
|  |                 |   | <b>Hard Cost SUBTOTAL</b> | <b>\$ 610,605.42</b> |
| <b>OTHER ITEMS</b>   |                 |   |                           |                      |
| Engineering Design   | 1               | LS  | \$ 63,000.00              | \$ 63,000.00         |
| Construction Administration & Inspection and Testing (15% Hard Cost)                           | 1               | LS  | \$ 91,590.81              | \$ 91,590.81         |
| Mobilization (10% Hard Cost)   | 1               | LS  | \$ 61,060.54              | \$ 61,060.54         |
|  |                 |   | <b>SUBTOTAL</b>           | <b>\$ 215,651.35</b> |
| <b>20% Contingency:</b>  |                 |   | <b>\$</b>                 | <b>165,251.35</b>    |
| <b>TRANSPORTATION IMPROVEMENT SUBTOTAL:</b>  |                 |   | <b>\$</b>                 | <b>991,508.13</b>    |

- \*Notes/Assumptions:**
1. Cut/Fill quantities are based on rough grading of roadways only
  2. Road base extends 2' beyond BOC on either side
  3. Road Sections assumed are in the table as follows:
  4. Lighting Infrastructure not included in the cost estimate

| ROADWAY     | ROADWAY SECTION                    | SIDEWALKS            |
|-------------|------------------------------------|----------------------|
| ROB SHELTON | 22' PAVEMENT WITH CURB (ALL SIDES) | 4' SIDEWALK ONE SIDE |



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

**Submitted By:** Michelle Fischer, City Administrator

**Council Meeting Date:** January 18, 2022

**Agenda Item Wording:** Consideration and discussion regarding approval of a Proposal for a City Hall Needs Assessment from HDR Engineering, Inc. and authorization of City Staff to negotiate and execute a Professional Services Agreement with HDR Engineering for a City Hall Needs Assessment and to issue Task Orders #1 and #2. *Sponsor: Mayor Foulds, Jr.*

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

**Summary/Background:** The city has been working on possible locations for a new city hall. In order to know how much space is needed for a building and associated parking and to evaluate possible sites for their suitability, a city hall needs assessment needs to be conducted. Keenan Smith, Architectural Consultant, and I procured a proposal from HDR Engineering for a needs assessment. We recommend hiring HDR Engineering to conduct a needs assessment and develop a space program, (Tasks 1 and 2 in their proposal). The total cost for these tasks is \$22,860.

Mayor Foulds, Mayor Pro Tem Manassian, Keenan Smith, and I met with Chris Casey, Civic Principal at HDR Engineering, and reviewed the process for the needs assessment, HDR Engineering's qualifications, examples of similar civic work they have conducted, and the proposal.

I recommend that the budget be amended to authorize the expenditure of Capital Improvement Funds for the needs assessment.

Once Tasks #1 and #2 are completed, the city has the ability to issue a Request for Proposals for the work outlined in Tasks #3 through #6 or to continue using HDR Engineering.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Approve the proposal for a city hall needs assessment from HDR Engineering and authorize staff to negotiate and execute the Professional Services Agreement with HDR Engineering and issue Task Orders #1 and #2.

**Attachments:** Professional Services Agreement, Proposal and Presentation from HDR Engineering.

**Next Steps/Schedule:** Notify HDR Engineering of City Council’s decision; if approved, execute the agreement and issue a notice to proceed.

## PROFESSIONAL SERVICES AGREEMENT

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 **HDR Engineering, Inc.**, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

**1. Description of Services.** The City and Contractor agree to the following:

- (a) Contractor shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.
- (b) Contractor shall attend meetings of City Council and related committee meetings as needed to provide progress reports and drafts of the needs assessment services.
- (c) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (d) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
- (e) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
- (f) Performs other related duties as needed.

**2. Scope of Work.** Contractor will provide a City Hall needs assessment including Tasks 1 and 2 as documented in Exhibit "A" Basic Services Scope of Work. Additional Services may be agreed to in writing by both parties.

**3. Schedule.** Work shall commence upon execution of this agreement and shall be completed within 60 days of execution of this Agreement with the Needs Assessment and Program Validation being completed.

**4. Payment for Services.** The City will compensate Contractor in accordance with the fee and hourly rate structure contained in Contractor's proposal attached as Exhibit "A". Contractor shall invoice City in accordance with Contractor's attached proposal. Invoices will be submitted monthly and payment is due within 30 days of City's receipt and approval of the invoice. The total amount of this contract for Tasks 1 and 2 and will not exceed twenty-four thousand dollars (\$24,000).

**5. Relationship of Parties.** It is understood by the parties that Contractor is an independent



contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for legal services.

- 6. Limitations.** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 7. Term and Termination.** This Agreement is valid one year after execution of the Agreement or until all services related to Tasks 1 and 2 are completed. Either party may terminate this Agreement with thirty (30) days at any time with written notice to the other party. All services provided by Contractor shall be paid for in accordance with Exhibit "A" if the Agreement is terminated. City will only pay for services provided by Contractor prior to termination.
- 8. Injuries/ Insurance.** Contractor acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Exhibit "B".
- 9. Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including reasonable attorney's fees, costs, and judgments that may be asserted against City to the extent caused by or resulting from an act of negligence or intentional tort of Contractor, Contractor's employees, if any, and Contractor's agents.
- 10. Assignment.** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 11. Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

**For the City:**  
 City of Dripping Springs  
 Attn: City Administrator  
 P.O. Box 384  
 Dripping Springs, TX 78620  
 (512) 858-4725

**For the Contractor:**  
 HDR Engineering, Inc.  
 Attn: Chris Casey  
 504 Lavaca, Suite 900  
 Austin, Texas 78701  
 (713) 576-3544

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

- 12. Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to

the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and, by signing this Agreement, the Contractor affirms compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: [https://www.ethics.state.tx.us/whatsnew/elf info form 1295.htm](https://www.ethics.state.tx.us/whatsnew/elf%20info%20form%201295.htm)

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

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

**15. Applicable Law:** The laws of the State of Texas shall govern this Agreement.

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

**17. Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

**THE CITY:**  
*City of Dripping Springs*

**CONTRACTOR:**

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

\_\_\_\_\_  
HDR ENGINEERING, INC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

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

## EXHIBIT “B”

**CITY OF DRIPPING SPRINGS ENGINEERING FIRM INSURANCE REQUIREMENTS**

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

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

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

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

**Type of Contract Type and Amount of Insurance**

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



**DRIPPING SPRINGS**  
Texas

---

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

**From:** Shawn Cox, Finance Director/City Treasurer 

**Date:** January 18, 2022

**RE:** FY 2022 Proposed Budget Amendment #3

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**General Fund:**

**Revenues:**

- TXF from Capital Improvements revenues have been increased by **\$24,000.00** (From \$300,000.00 to \$324,000.00)
  - This additional funding is being added to fund the proposed City Hall Needs Assessment.

**Expenditures:**

- Engineering expenditures have been increased by **\$24,000.00** (From \$70,000.00 to \$94,000.00)
  - This additional funding is being included to fund the proposed City Hall Needs Assessment. Council will have a contract with HDR for consideration at the January 18, 2022 meeting.

**CITY OF DRIPPING SPRINGS**

**ORDINANCE NO. 2022-\_\_\_\_\_**

**BUDGET AMENDMENT**

**AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2021-2022 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 2021-2022; 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 2021-2022 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 2021-2022 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 Amendments:**

#### **Expenditures:**

- TXF from Capital Improvements revenues have been increased by **\$24,000.00** (From \$300,000.00 to \$324,000.00)

### **General Fund:**

#### **Expenditures:**

- Engineering expenditures have been increased by **\$24,000.00** (From \$70,000.00 to \$94,000.00)

## 3. REPEALER

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

## 4. SEVERABILITY

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

## 5. NOTICE TO COUNTY

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

## 6. EFFECTIVE DATE

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

**7. PROPER NOTICE & MEETING**

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

**PASSED & APPROVED** this, the 18<sup>th</sup> day of January, 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 2022<br>Adopted   | FY 2022<br>Amended   | FY 2022<br>Proposed<br>Amendment #3 | Change           |
|---|----------------------|----------------------|-------------------------------------|------------------|
| <b>CITY - GENERAL FUND</b>                      |                      |                      |                                     |                  |
| <b>Balance Forward</b>                          | 1,573,178.86         | 1,606,121.36         |                                     |                  |
| <b>Revenue</b>                                  |                      |                      |                                     |                  |
| AD Valorem                                      | 1,983,491.97         | 1,983,491.97         |                                     |                  |
| AV P&I  | 4,000.00             | 4,000.00             |                                     |                  |
| Sales Tax                                       | 3,796,125.70         | 3,796,125.70         |                                     |                  |
| Mixed Beverage                                  | 60,000.00            | 60,000.00            |                                     |                  |
| Alcohol Permits                                 | 7,085.00             | 7,085.00             |                                     |                  |
| Fire Inspections                                | 10,000.00            | 10,000.00            |                                     |                  |
| Bank Interest                                   | 40,000.00            | 40,000.00            |                                     |                  |
| Development Fees:                               |                      |                      |                                     |                  |
| - Subdivision                                   | 656,006.25           | 656,006.25           |                                     |                  |
| - Site Dev                                      | 239,108.41           | 239,108.41           |                                     |                  |
| - Zoning/Signs/Ord                              | 65,000.00            | 65,000.00            |                                     |                  |
| Building Code                                   | 1,500,000.00         | 1,500,000.00         |                                     |                  |
| Transportation                                  | -                    | -                    |                                     |                  |
| Solid Waste                                     | 40,000.00            | 40,000.00            |                                     |                  |
| Health Permits/Inspections                      | 60,000.00            | 60,000.00            |                                     |                  |
| Municipal Court                                 | 250.00               | 250.00               |                                     |                  |
| Other Income                                    | 40,000.00            | 40,000.00            |                                     |                  |
| TXF from Capital Improvements                   | 300,000.00           | 300,000.00           | 324,000.00                          | 24,000.00        |
| TXF DSRP On Call                                | 10,400.00            | 10,400.00            |                                     |                  |
| TXF from HOT                                    | 4,305.00             | 4,305.00             |                                     |                  |
| FEMA Dam Repair                                 | -                    | -                    |                                     |                  |
| CARES Act                                       | -                    | -                    |                                     |                  |
| Coronavirus Local Fiscal Recovery Funds (CLFRF) | 707,181.10           | 707,181.10           |                                     |                  |
| <b>Total</b>                                    | <b>11,096,132.29</b> | <b>11,129,074.79</b> |                                     | <b>24,000.00</b> |
| <b>Expense</b>                                  |                      |                      |                                     |                  |
| Supplies  | 25,000.00            | 25,000.00            |                                     |                  |
| Office IT Equipment and Support                 | 70,890.00            | 70,890.00            |                                     |                  |
| Software Purchase, Agreements and Licenses      | 165,142.00           | 165,142.00           |                                     |                  |
| Website   | 6,625.00             | 6,625.00             |                                     |                  |
| Communications Network/Phone                    | 31,000.00            | 31,000.00            |                                     |                  |
| Miscellaneous Office Equipment                  | 6,000.00             | 6,000.00             |                                     |                  |
| Utilities:                                      |                      |                      |                                     |                  |
| - Street Lights                                 | 20,000.00            | 20,000.00            |                                     |                  |
| - Streets Water                                 | 4,000.00             | 4,000.00             |                                     |                  |
| - Office Electric                               | 4,500.00             | 4,500.00             |                                     |                  |
| - Office Water                                  | 650.00               | 650.00               |                                     |                  |
| - Stephenson Electric                           | 1,500.00             | 1,500.00             |                                     |                  |
| - Stephenson Water                              | 500.00               | 500.00               |                                     |                  |
| Transportation:                                 |                      |                      |                                     |                  |
| - Improvement Projects                          | 775,000.00           | 775,000.00           |                                     |                  |
| - Street & ROW Maintenance                      | 184,250.00           | 184,250.00           |                                     |                  |
| - Street Improvements                           | 592,087.25           | 592,087.25           |                                     |                  |
| Office Maintenance/Repairs                      | 11,060.00            | 11,060.00            |                                     |                  |
| Stephenson Building & Lawn Maintenance          | 5,500.00             | 5,500.00             |                                     |                  |
| Maintenance Equipment                           | 47,878.00            | 47,878.00            |                                     |                  |

|   | FY 2022<br>Adopted | FY 2022<br>Amended | FY 2022<br>Proposed<br>Amendment #3 | Change    |
|---|--------------------|--------------------|-------------------------------------|-----------|
| Equipment Maintenance                       | 3,000.00           | 3,000.00           |                                     |           |
| Maintenance Supplies                        | 4,600.00           | 4,600.00           |                                     |           |
| Fleet Acquisition                           | 196,700.00         | 196,700.00         |                                     |           |
| Fleet Maintenance                           | 18,800.00          | 18,800.00          |                                     |           |
| City Hall Improvements                      | 5,000.00           | 5,000.00           |                                     |           |
| Uniforms                                    | 7,760.00           | 7,760.00           |                                     |           |
| Special Projects:                           |                    |                    |                                     |           |
| - Family Violence Ctr                       | 7,000.00           | 7,000.00           |                                     |           |
| - Lighting Compliance                       | 2,000.00           | 2,000.00           |                                     |           |
| - Economic Development                      | 10,000.00          | 10,000.00          |                                     |           |
| - Records Management                        | 1,220.00           | 1,220.00           |                                     |           |
| - Government Affairs                        | -                  | -                  |                                     |           |
| - Stephenson Parking Lot Improvements       | -                  | -                  |                                     |           |
| - Stephenson Building Rehabilitation        | 14,000.00          | 14,000.00          |                                     |           |
| - OFR Grant Writer                          | 7,500.00           | 7,500.00           |                                     |           |
| - Comprehensive Plan/Future Land Use Map    | 175,000.00         | 175,000.00         |                                     |           |
| - Land Acquisition                          | 10,000.00          | 10,000.00          |                                     |           |
| - Downtown Bathroom                         | 100,000.00         | 100,000.00         |                                     |           |
| Public Safety:                              |                    |                    |                                     |           |
| - Emergency Management Equipment            | 50,970.00          | 50,970.00          |                                     |           |
| - Emergency Equipment Fire & Safety         | 2,118.00           | 2,118.00           |                                     |           |
| - Emergency Mgt PR                          | 2,000.00           | 2,000.00           |                                     |           |
| - Emergency Equipment Maintenance & Service | 5,860.00           | 5,860.00           |                                     |           |
| - Animal Control                            | 3,400.00           | 3,400.00           |                                     |           |
| Public Relations                            | 7,488.00           | 7,488.00           |                                     |           |
| Postage                                     | 3,200.00           | 3,200.00           |                                     |           |
| TML Insurance:                              |                    |                    |                                     |           |
| - Liability                                 | 20,850.00          | 20,850.00          |                                     |           |
| - Property                                  | 34,646.00          | 34,646.00          |                                     |           |
| - Workers' Comp                             | 25,000.00          | 25,000.00          |                                     |           |
| Dues, Fees, Subscriptions                   | 30,000.00          | 30,000.00          |                                     |           |
| Public Notices                              | 6,000.00           | 6,000.00           |                                     |           |
| City Sponsored Events                       | 5,000.00           | 5,000.00           |                                     |           |
| Election                                    | 8,000.00           | 8,000.00           |                                     |           |
| Salaries                                    | 2,249,643.70       | 2,249,643.70       |                                     |           |
| Taxes                                       | 180,413.74         | 180,413.74         |                                     |           |
| Benefits                                    | 238,768.10         | 238,768.10         |                                     |           |
| Retirement                                  | 133,118.97         | 133,118.97         |                                     |           |
| DSRP Salaries                               | 376,654.59         | 376,654.59         |                                     |           |
| DSRP Taxes                                  | 30,032.28          | 30,032.28          |                                     |           |
| DSRP Benefits                               | 54,436.25          | 54,436.25          |                                     |           |
| DSRP Retirement                             | 19,323.28          | 19,323.28          |                                     |           |
| Professional Services:                      |                    |                    |                                     |           |
| - Financial Services                        | 115,000.00         | 115,000.00         |                                     |           |
| - Engineering                               | 70,000.00          | 70,000.00          | 94,000.00                           | 24,000.00 |
| - Special Counsel and Consultants           | 59,000.00          | 59,000.00          |                                     |           |
| - Muni Court                                | 15,500.00          | 15,500.00          |                                     |           |
| - Bldg. Inspector                           | 750,000.00         | 750,000.00         |                                     |           |
| - Health Inspector                          | 50,000.00          | 50,000.00          |                                     |           |

|   | FY 2022<br>Adopted  | FY 2022<br>Amended  | FY 2022<br>Proposed<br>Amendment #3 | Change           |
|---|---------------------|---------------------|-------------------------------------|------------------|
| - Architectural and Landscape Consultants       | 5,000.00            | 5,000.00            |                                     |                  |
| - Historic District Consultant                  | 3,500.00            | 3,500.00            |                                     |                  |
| - Lighting Consultant                           | 1,000.00            | 1,000.00            |                                     |                  |
| - Human Resource Consultant                     | 10,000.00           | 10,000.00           |                                     |                  |
| Training/CE                                     | 83,623.90           | 83,623.90           |                                     |                  |
| Code Publication                                | 5,350.00            | 5,350.00            |                                     |                  |
| Mileage   | 2,000.00            | 2,000.00            |                                     |                  |
| Miscellaneous Office Expense                    | 10,000.00           | 10,000.00           |                                     |                  |
| Bad Debt Expense                                | 5,000.00            | 5,000.00            |                                     |                  |
| Contingencies/Emergency Fund                    | 50,000.00           | 50,000.00           |                                     |                  |
| Coronavirus Local Fiscal Recovery Funds (CLFRF) | -                   | 56,146.39           |                                     |                  |
| TXF to Reserve Fund                             | 200,000.00          | 200,000.00          |                                     |                  |
| TXF AV to TIF                                   | 200,244.23          | 200,244.23          |                                     |                  |
| TXF to TIRZ                                     | 250,000.00          | 250,000.00          |                                     |                  |
| Sales Tax TXF to WWU                            | 759,225.14          | 759,225.14          |                                     |                  |
| SPA & ECO D TXF                                 | 218,656.84          | 218,656.84          |                                     |                  |
| TXF to DSRP                                     | 75,000.00           | 75,000.00           |                                     |                  |
| TXF to Capital Improvement Fund                 | -                   | -                   |                                     |                  |
| TXF to Vehicle Replacement Fund                 | 25,462.00           | 25,462.00           |                                     |                  |
| <b>Total</b>                                    | <b>8,964,647.27</b> | <b>9,020,793.66</b> |                                     | <b>24,000.00</b> |

**PARKS - GENERAL FUND**

| <b>Revenue</b>                 |                   |                   |  |          |
|--------------------------------|-------------------|-------------------|--|----------|
| Sponsorships and Donations     | 7,800.00          | 7,800.00          |  |          |
| City Sponsored Events          | 1,227.00          | 1,227.00          |  |          |
| Programs and Events            | 5,000.00          | 5,000.00          |  |          |
| Community Service Permit Fees  | 4,400.00          | 4,400.00          |  |          |
| Aquatics Program Income        | 85,800.00         | 85,800.00         |  |          |
| Pool and Pavilion              | 16,800.00         | 16,800.00         |  |          |
| Park Rental Fees               | 5,350.00          | 5,350.00          |  |          |
| Reimbursement of Utility Costs | 8,000.00          | 8,000.00          |  |          |
| TXF from HOT Fund              | 2,000.00          | 2,000.00          |  |          |
| TXF from Parkland Dedication   | 113,462.80        | 113,462.80        |  |          |
| TXF from Parkland Development  | 111,731.40        | 121,731.40        |  |          |
| TXF from Landscaping Fund      | 4,000.00          | 4,000.00          |  |          |
| TXF from Contingency Funds     | -                 | -                 |  |          |
| TXF from DSRP                  | -                 | -                 |  |          |
| <b>Total Revenue</b>           | <b>365,571.20</b> | <b>375,571.20</b> |  | <b>-</b> |

| <b>Expense</b>                       |                  |                  |  |          |
|--------------------------------------|------------------|------------------|--|----------|
| Other                                | 11,500.00        | 11,500.00        |  |          |
| Park Consultants                     | -                | 10,000.00        |  |          |
| Pool Operations                      | -                | -                |  |          |
| Park Supplies                        | -                | -                |  |          |
| Dues Fees and Subscriptions          | 1,337.50         | 1,337.50         |  |          |
| Advertising & Marketing              | 6,500.00         | 6,500.00         |  |          |
| DS Ranch House Furniture & Equipment | -                | -                |  |          |
| <b>Total Other</b>                   | <b>19,337.50</b> | <b>29,337.50</b> |  | <b>-</b> |



|                                   | FY 2022<br>Adopted | FY 2022<br>Amended | FY 2022<br>Proposed<br>Amendment #3 | Change |
|-----------------------------------|--------------------|--------------------|-------------------------------------|--------|
| <b>Public Improvements</b>        |                    |                    |                                     |        |
| All Parks                         | -                  | 32,942.50          |                                     |        |
| Triangle Improvement              | 2,000.00           | 2,000.00           |                                     |        |
| Rathgeber Improvements            | -                  | -                  |                                     |        |
| Founders Park                     | 67,731.40          | 67,731.40          |                                     |        |
| S & R Park                        | -                  | -                  |                                     |        |
| Charro Ranch Park                 | 1,800.00           | 1,800.00           |                                     |        |
| DS Ranch Park                     | -                  | -                  |                                     |        |
| <b>Total Improvements</b>         | <b>71,531.40</b>   | <b>104,473.90</b>  |                                     | -      |
| <b>Utilities</b>                  |                    |                    |                                     |        |
| Portable Toilets                  | 5,000.00           | 5,000.00           |                                     |        |
| Triangle Electric                 | 500.00             | 500.00             |                                     |        |
| Triangle Water                    | 500.00             | 500.00             |                                     |        |
| S&R Park Water                    | 14,500.00          | 14,500.00          |                                     |        |
| SRP Electric                      | 1,200.00           | 1,200.00           |                                     |        |
| FMP Pool/ Pavilion Water          | 6,000.00           | 6,000.00           |                                     |        |
| FMP Pool//Electricity             | 4,500.00           | 4,500.00           |                                     |        |
| Pool Phone/Network                | 1,500.00           | 1,500.00           |                                     |        |
| FMP Pool Propane                  | 20,000.00          | 20,000.00          |                                     |        |
| DS Ranch Park Electricity         | 500.00             | 500.00             |                                     |        |
| DS Ranch Park Phone/Network       | 500.00             | 500.00             |                                     |        |
| DS Ranch Park Septic              | -                  | -                  |                                     |        |
| <b>Total Utilities</b>            | <b>54,700.00</b>   | <b>54,700.00</b>   |                                     |        |
| <b>Maintenance</b>                |                    |                    |                                     |        |
| General Maintenance (All Parks)   | 1,000.00           | 1,000.00           |                                     |        |
| Trail Washout repairs             | -                  | -                  |                                     |        |
| Equipment Rental                  | 1,000.00           | 1,000.00           |                                     |        |
| Founders Park/Pool                | 28,240.00          | 28,240.00          |                                     |        |
| S&R                               | 51,920.00          | 51,920.00          |                                     |        |
| Charro Ranch Park                 | 7,700.00           | 7,700.00           |                                     |        |
| Triangle/ Veteran's Memorial Park | 700.00             | 700.00             |                                     |        |
| DSRP                              | -                  | -                  |                                     |        |
| <b>Total Maintenance</b>          | <b>90,560.00</b>   | <b>90,560.00</b>   |                                     |        |
| <b>Supplies</b>                   |                    |                    |                                     |        |
| 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          |                                     |        |
| Program and Events                | 1,500.00           | 1,500.00           |                                     |        |
| DSRP & Ranch House Supplies       | -                  | -                  |                                     |        |
| S&R Supplies                      | 400.00             | 400.00             |                                     |        |
| <b>Total Supplies</b>             | <b>49,775.00</b>   | <b>49,775.00</b>   |                                     |        |
| <b>Program Staff</b>              |                    |                    |                                     |        |
| Camp Staff                        | -                  | -                  |                                     |        |
| Program Event Staff               | 2,500.00           | 2,500.00           |                                     |        |
| Aquatics Staff                    | 70,591.24          | 70,591.24          |                                     |        |

|                                    | FY 2022<br>Adopted   | FY 2022<br>Amended   | FY 2022<br>Proposed<br>Amendment #3 | Change           |
|------------------------------------|----------------------|----------------------|-------------------------------------|------------------|
| <b>Total Staff Expense</b>         | <b>73,091.24</b>     | <b>73,091.24</b>     |                                     |                  |
| <b>Total Parks Expenditures</b>    | <b>358,995.14</b>    | <b>401,937.64</b>    |                                     | -                |
| <b>FOUNDERS DAY - GENERAL FUND</b> |                      |                      |                                     |                  |
| Balance Fwd                        | 19,313.52            | 19,313.52            |                                     |                  |
| <b>Revenue</b>                     |                      |                      |                                     |                  |
| Craft booths/Business Booths       | 6,500.00             | 6,500.00             |                                     |                  |
| Food booths                        | 1,100.00             | 1,100.00             |                                     |                  |
| BBQ cookers                        | 4,600.00             | 4,600.00             |                                     |                  |
| Carnival                           | 9,500.00             | 9,500.00             |                                     |                  |
| Parade                             | 3,750.00             | 3,750.00             |                                     |                  |
| Sponsorship                        | 70,000.00            | 70,000.00            |                                     |                  |
| Parking concession                 | 1,700.00             | 1,700.00             |                                     |                  |
| Electric                           | 2,400.00             | 2,400.00             |                                     |                  |
| Misc                               | -                    | -                    |                                     |                  |
| <b>Total</b>                       | <b>118,863.52</b>    | <b>118,863.52</b>    |                                     |                  |
| <b>Expense</b>                     |                      |                      |                                     |                  |
| Publicity                          | 8,500.00             | 8,500.00             |                                     |                  |
| Porta-Potties                      | 7,150.00             | 7,150.00             |                                     |                  |
| Security                           | 20,000.00            | 20,000.00            |                                     |                  |
| Barricades/Traffic Plan            | 19,874.00            | 19,874.00            |                                     |                  |
| Bands/Music/Sound                  | 15,000.00            | 15,000.00            |                                     |                  |
| Clean Up                           | 5,060.00             | 5,060.00             |                                     |                  |
| Postage/Supplies/Misc.             | 7,000.00             | 7,000.00             |                                     |                  |
| Sponsorship                        | 5,000.00             | 5,000.00             |                                     |                  |
| Parade                             | 650.00               | 650.00               |                                     |                  |
| Tent, Tables & Chairs              | 4,500.00             | 4,500.00             |                                     |                  |
| Electricity                        | 1,800.00             | 1,800.00             |                                     |                  |
| FD Electrical Setup                | 4,600.00             | 4,600.00             |                                     |                  |
| Contingencies                      | 416.00               | 416.00               |                                     |                  |
| <b>Total expenses</b>              | <b>99,550.00</b>     | <b>99,550.00</b>     |                                     |                  |
| <b>Balance Fwd</b>                 | <b>19,313.52</b>     | -                    |                                     |                  |
| <b>CONSOLIDATED GENERAL FUND</b>   |                      |                      |                                     |                  |
| <b>Revenue</b>                     |                      |                      |                                     |                  |
| City                               | 11,096,132.29        | 11,129,074.79        | 11,153,074.79                       | 24,000.00        |
| Parks                              | 365,571.20           | 375,571.20           | 375,571.20                          | -                |
| Founders                           | 118,863.52           | 118,863.52           | 118,863.52                          | -                |
| <b>Total</b>                       | <b>11,580,567.01</b> | <b>11,623,509.51</b> | <b>11,647,509.51</b>                | <b>24,000.00</b> |
| <b>Expense</b>                     |                      |                      |                                     |                  |
| City                               | 8,964,647.27         | 9,020,793.66         | 9,044,793.66                        | 24,000.00        |
| Parks                              | 358,995.14           | 401,937.64           | 401,937.64                          | -                |
| Founders                           | 99,550.00            | 99,550.00            | 99,550.00                           | -                |
| <b>Total Expense</b>               | <b>9,423,192.41</b>  | <b>9,522,281.30</b>  | <b>9,546,281.30</b>                 | <b>24,000.00</b> |
| <b>Balance Fwd</b>                 | <b>2,157,374.60</b>  | <b>2,101,228.21</b>  | <b>2,101,228.21</b>                 | -                |

|  | FY 2022<br>Adopted | FY 2022<br>Amended | FY 2022<br>Proposed<br>Amendment #3 | Change |
|--|--------------------|--------------------|-------------------------------------|--------|
| <b>DRIPPING SPRINGS FARMERS MARKET</b> |                    |                    |                                     |        |
| Balance Forward                        | 21,835.14          | 21,835.14          |                                     |        |
| <b>Revenue</b>                         |                    |                    |                                     |        |
| FM Sponsor                             | 1,000.00           | 1,000.00           |                                     |        |
| Grant Income                           | 1,000.00           | 1,000.00           |                                     |        |
| Booth Space                            | 42,000.00          | 42,000.00          |                                     |        |
| Applications                           | 2,650.00           | 2,650.00           |                                     |        |
| Interest Income                        | 500.00             | 500.00             |                                     |        |
| Market Event                           | 500.00             | 500.00             |                                     |        |
| <b>Total</b>                           | <b>69,485.14</b>   | <b>69,485.14</b>   |                                     |        |
| <b>Expense</b>                         |                    |                    |                                     |        |
| Advertising                            | 2,600.00           | 2,600.00           |                                     |        |
| Market Manager                         | 36,884.80          | 36,884.80          |                                     |        |
| Market Specialist                      | -                  | -                  |                                     |        |
| Payroll Tax Expense                    | 3,073.69           | 3,073.69           |                                     |        |
| DSFM Benefits                          | 7,608.13           | 7,608.13           |                                     |        |
| Retirement                             | 2,213.09           | 2,213.09           |                                     |        |
| Entertainment& Activities              | 1,000.00           | 1,000.00           |                                     |        |
| Dues Fees & Subscriptions              | 200.00             | 200.00             |                                     |        |
| Market Event                           | 500.00             | 500.00             |                                     |        |
| Training                               | 200.00             | 200.00             |                                     |        |
| Office Expense                         | 100.00             | 100.00             |                                     |        |
| Supplies Expense                       | 400.00             | 400.00             |                                     |        |
| Other Expense                          | 200.00             | 200.00             |                                     |        |
| Capital Fund                           | -                  | -                  |                                     |        |
| Contingency Fund                       | 500.00             | 500.00             |                                     |        |
| <b>Total Expense</b>                   | <b>55,479.71</b>   | <b>55,479.71</b>   |                                     |        |
| <b>Balance Forward</b>                 | <b>14,005.43</b>   | <b>14,005.43</b>   |                                     |        |
| <b>PARKLAND DEDICATION FUND</b>        |                    |                    |                                     |        |
| Balance Forward                        | 113,774.72         | 113,774.72         |                                     |        |
| <b>Revenue</b>                         |                    |                    |                                     |        |
| Parkland Fees                          | -                  | -                  |                                     |        |
| <b>Total Revenue</b>                   | <b>113,774.72</b>  | <b>113,774.72</b>  |                                     |        |
| <b>Expense</b>                         |                    |                    |                                     |        |
| Park Improvements                      | 113,462.80         | 113,462.80         |                                     |        |
| TXF to AG Facility                     | -                  | -                  |                                     |        |
| Master Naturalists                     | -                  | -                  |                                     |        |
| <b>Total Expenses</b>                  | <b>113,462.80</b>  | <b>113,462.80</b>  |                                     |        |
| <b>Balance Forward</b>                 | <b>311.92</b>      | <b>311.92</b>      |                                     |        |
| <b>PARKLAND DEVELOPMENT FUND</b>       |                    |                    |                                     |        |
| Balance Forward                        | -                  | -                  |                                     |        |
| <b>Revenue</b>                         |                    |                    |                                     |        |
| Parkland Development Fees              | 161,000.00         | 161,000.00         |                                     |        |
| <b>Total Revenue</b>                   | <b>161,000.00</b>  | <b>161,000.00</b>  |                                     |        |

|   | FY 2022<br>Adopted | FY 2022<br>Amended | FY 2022<br>Proposed<br>Amendment #3 | Change |
|---|--------------------|--------------------|-------------------------------------|--------|
| <b>Expense</b>                                    |                    |                    |                                     |        |
| Transfer to Parks                                 | 111,731.40         | 121,731.40         |                                     |        |
| <b>Total Expenses</b>                             | <b>111,731.40</b>  | <b>121,731.40</b>  |                                     | -      |
| <b>Balance Forward</b>                            | <b>49,268.60</b>   | <b>39,268.60</b>   |                                     |        |
| <b>AG FACILITY FUND</b>                           |                    |                    |                                     |        |
| Balance Fwd                                       | -                  | -                  |                                     |        |
| <b>Revenue</b>                                    |                    |                    |                                     |        |
| Ag Facility Fees                                  | 37,065.00          | 37,065.00          |                                     |        |
| <b>Total Revenues</b>                             | <b>37,065.00</b>   | <b>37,065.00</b>   |                                     |        |
| <b>Expense</b>                                    |                    |                    |                                     |        |
| TXF to DSRP                                       | 37,065.00          | 37,065.00          |                                     |        |
| <b>Total Expense</b>                              | <b>37,065.00</b>   | <b>37,065.00</b>   |                                     |        |
| <b>Balance Fwd</b>                                | -                  | -                  |                                     |        |
| <b>LANDSCAPING FUND</b>                           |                    |                    |                                     |        |
| Balance Fwd                                       | 108,260.55         | 108,260.55         |                                     |        |
| <b>Revenue</b>                                    |                    |                    |                                     |        |
| Tree Replacement Fees                             | -                  | -                  |                                     |        |
| <b>Total Revenues</b>                             | <b>108,260.55</b>  | <b>108,260.55</b>  |                                     |        |
| <b>Expense</b>                                    |                    |                    |                                     |        |
| Sports and Rec Park                               | 2,000.00           | 2,000.00           |                                     |        |
| DSRP  | -                  | -                  |                                     |        |
| FMP   | 2,000.00           | 2,000.00           |                                     |        |
| Charro  | 1,000.00           | 1,000.00           |                                     |        |
| Historic District                                 | 3,850.00           | 3,958.00           |                                     |        |
| Professional Services                             | 2,000.00           | 2,000.00           |                                     |        |
| City Hall Lawn and Tree Maintenance               | 1,300.00           | 1,300.00           |                                     |        |
| <b>Total Expense</b>                              | <b>12,150.00</b>   | <b>12,258.00</b>   |                                     | -      |
| <b>Balance Fwd</b>                                | <b>96,110.55</b>   | <b>96,002.55</b>   |                                     |        |
| <b>SIDEWALK FUND</b>                              |                    |                    |                                     |        |
| Balance Fwd                                       | 16,056.00          | 16,056.00          |                                     |        |
| <b>Revenue</b>                                    |                    |                    |                                     |        |
| Fees  | -                  | -                  |                                     |        |
| <b>Total Revenues</b>                             | <b>16,056.00</b>   | <b>16,056.00</b>   |                                     |        |
| <b>Expense</b>                                    |                    |                    |                                     |        |
| Expense   | 16,056.00          | 16,056.00          |                                     |        |
| <b>Total Expense</b>                              | <b>16,056.00</b>   | <b>16,056.00</b>   |                                     |        |
| <b>Balance Fwd</b>                                | -                  | -                  |                                     |        |
| <b>DRIPPING SPRINGS RANCH PARK OPERATING FUND</b> |                    |                    |                                     |        |
| Balance Forward                                   | 2,101.84           | 2,101.84           |                                     |        |

|                              | FY 2022<br>Adopted | FY 2022<br>Amended | FY 2022<br>Proposed<br>Amendment #3 | Change |
|------------------------------|--------------------|--------------------|-------------------------------------|--------|
| <b>Revenue</b>               |                    |                    |                                     |        |
| Stall Rentals                | 39,200.00          | 39,200.00          |                                     |        |
| RV/Camping Site Rentals      | 19,000.00          | 19,000.00          |                                     |        |
| Facility Rentals             | 135,500.00         | 135,500.00         |                                     |        |
| Equipment Rental             | 5,000.00           | 5,000.00           |                                     |        |
| Sponsored Events             | 136,275.00         | 136,275.00         |                                     |        |
| Merchandise Sales            | 21,300.00          | 21,300.00          |                                     |        |
| Riding Permits               | 10,000.00          | 10,000.00          |                                     |        |
| Staff & Misc Fees            | 4,000.00           | 4,000.00           |                                     |        |
| Cleaning Fees                | 25,000.00          | 25,000.00          |                                     |        |
| General Program and Events   | 84,275.00          | 84,275.00          |                                     |        |
| Other Income                 | 4,000.00           | 4,000.00           |                                     |        |
| Interest                     | 600.00             | 600.00             |                                     |        |
| TXF from Ag Facility         | 37,065.00          | 37,065.00          |                                     |        |
| TXF from HOT                 | 253,501.87         | 268,501.87         |                                     |        |
| TXF for RV/ Parking Lot HOT  | -                  | -                  |                                     |        |
| TXF from General Fund        | 75,000.00          | 75,000.00          |                                     |        |
| TXF from Landscape Fund      | -                  | -                  |                                     |        |
| <b>Total Revenue</b>         | <b>851,818.71</b>  | <b>866,818.71</b>  |                                     | -      |
| <b>Expense</b>               |                    |                    |                                     |        |
| Advertising                  | -                  | -                  |                                     |        |
| Office Supplies              | 10,000.00          | 10,000.00          |                                     |        |
| Postage                      | 100.00             | 100.00             |                                     |        |
| DSRP On Call                 | 10,400.00          | 10,400.00          |                                     |        |
| Camp Staff                   | 64,054.20          | 64,054.20          |                                     |        |
| Network and Communications   | 56,304.00          | 56,304.00          |                                     |        |
| Sponsored Events             | 34,800.00          | 34,800.00          |                                     |        |
| Supplies and Materials       | 21,000.00          | 21,000.00          |                                     |        |
| Ranch House Supplies         | 1,000.00           | 1,000.00           |                                     |        |
| Dues, Fees and Subscriptions | 9,561.94           | 9,561.94           |                                     |        |
| Mileage                      | 500.00             | 500.00             |                                     |        |
| Equipment                    | 26,922.00          | 26,922.00          |                                     |        |
| House Equipment              | -                  | -                  |                                     |        |
| Equipment Rental             | 2,000.00           | 2,000.00           |                                     |        |
| Equipment Maintenance        | 16,000.00          | 16,000.00          |                                     |        |
| Portable Toilets             | 5,953.40           | 5,953.40           |                                     |        |
| Electric                     | 60,000.00          | 60,000.00          |                                     |        |
| Water                        | 7,000.00           | 7,000.00           |                                     |        |
| Septic                       | 750.00             | 750.00             |                                     |        |
| Propane/Natural Gas          | 2,500.00           | 2,500.00           |                                     |        |
| On Call Phone                | 2,060.00           | 2,060.00           |                                     |        |
| Alarm                        | 1,112.40           | 1,112.40           |                                     |        |
| Stall Cleaning & Repair      | 2,000.00           | 2,000.00           |                                     |        |
| Training and Education       | 400.00             | 400.00             |                                     |        |
| Programing Expenses          | 13,950.00          | 13,950.00          |                                     |        |
| Other Expense                | 20,000.00          | 20,000.00          |                                     |        |
| Improvements                 | 151,500.00         | 151,500.00         |                                     |        |
| Tree Planting                | -                  | -                  |                                     |        |



|                                 | FY 2022<br>Adopted | FY 2022<br>Amended | FY 2022<br>Proposed<br>Amendment #3 | Change |
|---------------------------------|--------------------|--------------------|-------------------------------------|--------|
| Contingencies                   | 50,000.00          | 50,000.00          |                                     |        |
| Fleet Acquisition               | 15,000.00          | 15,000.00          |                                     |        |
| Fleet Maintenance               | 2,500.00           | 2,500.00           |                                     |        |
| General Maintenance and Repair  | 96,828.92          | 111,828.92         |                                     |        |
| Grounds and General Maintenance | 21,690.00          | 21,690.00          |                                     |        |
| House Maintenance               | 1,000.00           | 1,000.00           |                                     |        |
| HCLE                            | 13,200.00          | 13,200.00          |                                     |        |
| Merchandise                     | 11,402.63          | 11,402.63          |                                     |        |
| RV/Parking Lot                  | -                  | -                  |                                     |        |
| TXF to Vehicle Replacement Fund | 5,731.00           | 5,731.00           |                                     |        |
| <b>Total Expenses</b>           | <b>737,220.49</b>  | <b>752,220.49</b>  |                                     | -      |
| <b>Total Bal Fwd</b>            | <b>114,598.22</b>  | <b>114,598.22</b>  |                                     | -      |
| <b>HOTEL OCCUPANCY TAX FUND</b> |                    |                    |                                     |        |
| Balance Fwd                     | 119,311.87         | 134,311.87         |                                     |        |
| <b>Revenues</b>                 |                    |                    |                                     |        |
| Hotel Occupancy Tax             | 500,000.00         | 500,000.00         |                                     |        |
| Interest                        | 1,500.00           | 1,500.00           |                                     |        |
| <b>Total</b>                    | <b>620,811.87</b>  | <b>635,811.87</b>  |                                     | -      |
| <b>Expenses</b>                 |                    |                    |                                     |        |
| Advertising                     | 3,505.00           | 3,505.00           |                                     |        |
| Christmas Lighting Displays     | 15,000.00          | 15,000.00          |                                     |        |
| City Sponsored Events           | -                  | -                  |                                     |        |
| Historic Districts Marketing    | 2,800.00           | 2,800.00           |                                     |        |
| Signage                         | 28,800.00          | 28,800.00          |                                     |        |
| Dues and Fees                   | 8,000.00           | 8,000.00           |                                     |        |
| TXF to Debt Service             | 89,505.00          | 89,505.00          |                                     |        |
| RV/ Parking Lot                 | -                  | -                  |                                     |        |
| TXF to General Fund             | -                  | -                  |                                     |        |
| TXF to Event Center             | 253,501.87         | 268,501.87         |                                     |        |
| Grants                          | 219,700.00         | 219,700.00         |                                     |        |
| <b>Total expenses</b>           | <b>620,811.87</b>  | <b>635,811.87</b>  |                                     | -      |
| <b>Balance Fwd</b>              | <b>-</b>           | <b>-</b>           |                                     | -      |
| <b>WASTEWATER UTILITY FUND</b>  |                    |                    |                                     |        |
| Balance Fwd                     | 7,626,168.13       | 7,651,168.13       |                                     |        |
| Revenue                         |                    |                    |                                     |        |
| TXF from TWDB                   | 6,520,000.00       | 6,520,000.00       |                                     |        |
| Wastewater Service              | 945,095.04         | 945,095.04         |                                     |        |
| Late Fees/Rtn check fees        | 9,480.00           | 9,480.00           |                                     |        |
| Portion of Sales Tax            | 759,225.14         | 759,225.14         |                                     |        |
| Delayed Connection Fees         | 157,850.00         | 157,850.00         |                                     |        |
| Line Extensions                 | -                  | -                  |                                     |        |
| Solid Waste                     | -                  | -                  |                                     |        |
| PEC                             | 130,000.00         | 130,000.00         |                                     |        |
| ROW Fees                        | 6,000.00           | 6,000.00           |                                     |        |

|  | FY 2022<br>Adopted   | FY 2022<br>Amended   | FY 2022<br>Proposed<br>Amendment #3 | Change |
|--|----------------------|----------------------|-------------------------------------|--------|
| Cable  | 130,000.00           | 130,000.00           |                                     |        |
| TX Gas Franchise Fees                                    | 3,000.00             | 3,000.00             |                                     |        |
| Transfer fees  | 9,600.00             | 9,600.00             |                                     |        |
| Over use fees  | 134,550.60           | 134,550.60           |                                     |        |
| Reuse Fees   | -                    | -                    |                                     |        |
| FM 150 WWU Line Reimbursement                            | 60,000.00            | 60,000.00            |                                     |        |
| Interest   | 50,000.00            | 50,000.00            |                                     |        |
| Other Income   | 35,000.00            | 35,000.00            |                                     |        |
| Water Income   | -                    | -                    |                                     |        |
| <b>Total Revenues</b>                                    | <b>16,575,968.91</b> | <b>16,600,968.91</b> |                                     | -      |
| <b>Expense</b>   |                      |                      |                                     |        |
| Administrative and General Expense:                      |                      |                      |                                     |        |
| - Administrative/Billing Expense                         | 47,000.00            | 47,000.00            |                                     |        |
| - Legal Fees   | 35,000.00            | 35,000.00            |                                     |        |
| - Auditing   | 10,000.00            | 10,000.00            |                                     |        |
| - Regulatory Expense                                     | 3,500.00             | 3,500.00             |                                     |        |
| - Planning and Permitting                                | 50,000.00            | 50,000.00            |                                     |        |
| Engineering:   |                      |                      |                                     |        |
| - Engineering & Surveying                                | -                    | -                    |                                     |        |
| - Construction Phase Services HR TEFS 1873-001           | 30,000.00            | 30,000.00            |                                     |        |
| - Misc Planning/Consulting 1431-001                      | 20,000.00            | 20,000.00            |                                     |        |
| - 2nd Amendment CIP 1881-001                             | 12,500.00            | 12,500.00            |                                     |        |
| - Sewer Planning CAD 1971-001                            | 15,000.00            | 15,000.00            |                                     |        |
| - Water Planning 1982-001                                | 15,000.00            | 15,000.00            |                                     |        |
| - FM 150 WWU Line 1989-001                               | 60,000.00            | 60,000.00            |                                     |        |
| - Parallel West Interceptor Design& Cost                 | -                    | -                    |                                     |        |
| - Caliterra Plan Review & construction Phase Services 19 | 35,000.00            | 35,000.00            |                                     |        |
| - HR Treated Effluent Fill Station 1873-001              | 30,000.00            | 30,000.00            |                                     |        |
| - TLAP Renewal application                               | -                    | -                    |                                     |        |
| Dues, Fees and Subscriptions                             |                      |                      |                                     |        |
| TXF to Water Fund  | 12,000.00            | 12,000.00            |                                     |        |
| TXF to Vehicle Replacement Fund                          | -                    | -                    |                                     |        |
| Operations and Maintenance:                              |                      |                      |                                     |        |
| - Routine Operations                                     | 70,000.00            | 70,000.00            |                                     |        |
| - Non Routine Operations                                 | 65,000.00            | 90,000.00            |                                     |        |
| - System Maintenance & Repair                            | 20,000.00            | 20,000.00            |                                     |        |
| - Chlorinator Maintenance                                | 2,500.00             | 2,500.00             |                                     |        |
| - Chlorinator Alarm                                      | 1,000.00             | 1,000.00             |                                     |        |
| - Odor Control   | 16,500.00            | 16,500.00            |                                     |        |
| - Meter Calibrations                                     | 2,100.00             | 2,100.00             |                                     |        |
| - Lift Station Cleaning                                  | 12,600.00            | 12,600.00            |                                     |        |
| - Jet Cleaning Collection lines                          | 19,000.00            | 19,000.00            |                                     |        |
| - Drip Field Lawn Maintenance                            | 10,000.00            | 10,000.00            |                                     |        |
| - Drip Field Maint & Repairs                             | 15,000.00            | 15,000.00            |                                     |        |
| - Lift Station repairs                                   | 28,000.00            | 28,000.00            |                                     |        |
| - WWTP Repairs/Pump Repairs                              | 41,000.00            | 41,000.00            |                                     |        |
| - Chemicals  | 9,600.00             | 9,600.00             |                                     |        |
| - Electricity  | 73,500.00            | 73,500.00            |                                     |        |

|  | FY 2022<br>Adopted   | FY 2022<br>Amended   | FY 2022<br>Proposed<br>Amendment #3 | Change |
|--|----------------------|----------------------|-------------------------------------|--------|
| - Laboratory Testing                                     | 25,000.00            | 25,000.00            |                                     |        |
| - Sludge Hauling   | 80,000.00            | 80,000.00            |                                     |        |
| - Phone/Network  | 8,904.00             | 8,904.00             |                                     |        |
| - Supplies   | 10,000.00            | 45,000.00            |                                     |        |
| - Equipment  | 123,240.00           | 123,240.00           |                                     |        |
| - Fleet Acquisition                                      | 46,400.00            | 46,400.00            |                                     |        |
| - Fleet Maintenance                                      | 1,200.00             | 1,200.00             |                                     |        |
| - Fuel   | 5,000.00             | 5,000.00             |                                     |        |
| - Wastewater Flow Measurement                            | 9,000.00             | 9,000.00             |                                     |        |
| Other Expense  | 52,000.00            | 52,000.00            |                                     |        |
| Uniforms   | 2,800.00             | 2,800.00             |                                     |        |
| Training   | 8,000.00             | 8,000.00             |                                     |        |
| Dispatch   | 3,000.00             | 3,000.00             |                                     |        |
| Salaries   | 246,000.00           | 246,000.00           |                                     |        |
| Taxes  | 20,622.60            | 20,622.60            |                                     |        |
| Benefits   | 30,738.21            | 30,738.21            |                                     |        |
| Retirement   | 15,384.00            | 15,384.00            |                                     |        |
| On Call  | 10,400.00            | 10,400.00            |                                     |        |
| Capital Projects:  |                      |                      |                                     |        |
| - Road Reconstruction                                    | 10,000.00            | 10,000.00            |                                     |        |
| - HRTreated Effluent Fill Station                        | 125,000.00           | 125,000.00           |                                     |        |
| - Parallel West Interceptor                              | 1,600,000.00         | 1,600,000.00         |                                     |        |
| Other:   |                      |                      |                                     |        |
| - Reimbursement to Caliterra Oversize of West Intercepto | 500,000.00           | 500,000.00           |                                     |        |
| TWDB Engineering:  |                      |                      |                                     |        |
| - West Interceptor, SC, LS, FM and TE line 1950-001      | 215,000.00           | 215,000.00           |                                     |        |
| - East Interceptor 1951-001                              | 300,000.00           | 300,000.00           |                                     |        |
| - Effluent HP 1952-001                                   | 150,000.00           | 150,000.00           |                                     |        |
| - Reclaimed Water Facility 1953-001                      | 15,000.00            | 15,000.00            |                                     |        |
| - WWTP Design Assistance                                 | 37,500.00            | 37,500.00            |                                     |        |
| - So Regional WW System Exp P&M 1923-001                 | 30,000.00            | 30,000.00            |                                     |        |
| Miscellaneous:   |                      |                      |                                     |        |
| - Consultants and Legal                                  | 760,000.00           | 760,000.00           |                                     |        |
| TWDB Capital Projects:                                   |                      |                      |                                     |        |
| - West Interceptor, So Collector and LS and FM           | 3,500,000.00         | 3,500,000.00         |                                     |        |
| - East Interceptor                                       | 25,000.00            | 25,000.00            |                                     |        |
| - Effluent Holding Pond                                  | 1,500,000.00         | 1,500,000.00         |                                     |        |
| - WWTP   | 25,000.00            | 25,000.00            |                                     |        |
| <b>Total Expense</b>                                     | <b>10,250,988.81</b> | <b>10,310,988.81</b> |                                     | -      |
| <b>Balance Forward</b>                                   | <b>6,324,980.10</b>  | <b>6,289,980.10</b>  |                                     |        |
| <b>WATER</b>   |                      |                      |                                     |        |
| <b>Revenue</b>   |                      |                      |                                     |        |
| TXF from Wastewater Fund                                 | 12,000.00            | 12,000.00            |                                     |        |
| <b>Total Revenue</b>                                     | <b>12,000.00</b>     | <b>12,000.00</b>     |                                     |        |
| <b>Expense</b>   |                      |                      |                                     |        |
| Operating and Maintenance                                | 12,000.00            | 12,000.00            |                                     |        |

|                               | FY 2022<br>Adopted  | FY 2022<br>Amended  | FY 2022<br>Proposed<br>Amendment #3 | Change |
|-------------------------------|---------------------|---------------------|-------------------------------------|--------|
| <b>Total Expense</b>          | <b>12,000.00</b>    | <b>12,000.00</b>    |                                     |        |
| <b>Balance Forward</b>        | -                   | -                   |                                     |        |
| <b>TWDB FUND</b>              |                     |                     |                                     |        |
| Balance Forward               | 493.27              | 493.27              |                                     |        |
| Revenues                      | 6,490,000.00        | 6,490,000.00        |                                     |        |
| Interest                      | 6.00                | 6.00                |                                     |        |
| <b>Total revenue</b>          | <b>6,490,499.27</b> | <b>6,490,499.27</b> |                                     |        |
| <b>Expenses</b>               |                     |                     |                                     |        |
| Escrow Fees                   | 300.00              | 300.00              |                                     |        |
| Expenses                      | 6,490,000.00        | 6,490,000.00        |                                     |        |
| <b>Total Expenses</b>         | <b>6,490,300.00</b> | <b>6,490,300.00</b> |                                     |        |
| <b>Balance Forward</b>        | <b>199.27</b>       | <b>199.27</b>       |                                     |        |
| <b>IMPACT FUND</b>            |                     |                     |                                     |        |
| Bal Fwd                       | 2,637,434.76        | 2,637,434.76        |                                     |        |
| <b>Revenue</b>                |                     |                     |                                     |        |
| Impact Fees                   | 2,079,320.00        | 2,079,320.00        |                                     |        |
| Impact Fee Deposits           | -                   | -                   |                                     |        |
| Interest Income               | 25,000.00           | 25,000.00           |                                     |        |
| <b>Total</b>                  | <b>4,741,754.76</b> | <b>4,741,754.76</b> |                                     |        |
| <b>Expense</b>                |                     |                     |                                     |        |
| TXF to Debt Service 2015      | 711,231.76          | 711,231.76          |                                     |        |
| TXF to Debt Service 2019      | 983,533.00          | 983,533.00          |                                     |        |
| <b>Total expense</b>          | <b>1,694,764.76</b> | <b>1,694,764.76</b> |                                     |        |
| <b>Total Bal Fwd</b>          | <b>3,046,990.00</b> | <b>3,046,990.00</b> |                                     |        |
| <b>DEBT SERVICE FUND 2015</b> |                     |                     |                                     |        |
| Bal Fwd                       | 861,673.04          | 861,673.04          |                                     |        |
| <b>Revenue</b>                |                     |                     |                                     |        |
| TXF from Impact Fund          | 711,231.76          | 711,231.76          |                                     |        |
| Interest                      | 8,000.00            | 8,000.00            |                                     |        |
| <b>Total Revenue</b>          | <b>1,580,904.80</b> | <b>1,580,904.80</b> |                                     |        |
| <b>Expenses</b>               |                     |                     |                                     |        |
| Debt Payment 2015             | 733,288.20          | 733,288.20          |                                     |        |
| <b>Total Expense</b>          | <b>733,288.20</b>   | <b>733,288.20</b>   |                                     |        |
| <b>Balance Fwd</b>            | <b>847,616.60</b>   | <b>847,616.60</b>   |                                     |        |
| <b>DEBT SERVICE FUND 2013</b> |                     |                     |                                     |        |
| Bal Fwd                       | 100,180.42          | 100,180.42          |                                     |        |
| <b>Revenue</b>                |                     |                     |                                     |        |
| TXF from HOT                  | 89,505.00           | 89,505.00           |                                     |        |

|                               | FY 2022<br>Adopted  | FY 2022<br>Amended  | FY 2022<br>Proposed<br>Amendment #3 | Change |
|-------------------------------|---------------------|---------------------|-------------------------------------|--------|
| Interest                      | 1,200.00            | 1,200.00            |                                     |        |
| <b>Total</b>                  | <b>190,885.42</b>   | <b>190,885.42</b>   |                                     |        |
| <b>Expense</b>                |                     |                     |                                     |        |
| Tax Series 2013               | 92,410.00           | 92,410.00           |                                     |        |
| <b>Total Expenses</b>         | <b>92,410.00</b>    | <b>92,410.00</b>    |                                     |        |
| <b>Balance Fwd</b>            | <b>98,475.42</b>    | <b>98,475.42</b>    |                                     |        |
| <b>DEBT SERVICE FUND 2019</b> |                     |                     |                                     |        |
| Bal Fwd                       | 976,303.11          | 976,303.11          |                                     |        |
| Revenue                       |                     |                     |                                     |        |
| TXF from Impact Fees          | 983,553.00          | 983,553.00          |                                     |        |
| Interest                      | 12,000.00           | 12,000.00           |                                     |        |
| <b>Total</b>                  | <b>1,971,856.11</b> | <b>1,971,856.11</b> |                                     |        |
| <b>Expense</b>                |                     |                     |                                     |        |
| Tax Series 2019               | 958,553.00          | 958,553.00          |                                     |        |
| <b>Total Expenses</b>         | <b>958,553.00</b>   | <b>958,553.00</b>   |                                     |        |
| <b>Balance Fwd</b>            | <b>1,013,303.11</b> | <b>1,013,303.11</b> |                                     |        |
| <b>PEG FUND</b>               |                     |                     |                                     |        |
| Balance Fwd                   | 142,224.71          | 142,224.71          |                                     |        |
| <b>Revenues</b>               |                     |                     |                                     |        |
| TWC                           | 27,000.00           | 27,000.00           |                                     |        |
| Interest Income               | 1,400.00            | 1,400.00            |                                     |        |
| <b>Total Revenues</b>         | <b>170,624.71</b>   | <b>170,624.71</b>   |                                     |        |
| <b>Expense</b>                | -                   | -                   |                                     |        |
| <b>Balance Fwd</b>            | <b>170,624.71</b>   | <b>170,624.71</b>   |                                     |        |
| <b>RESERVE FUND</b>           |                     |                     |                                     |        |
| Balance Fwd                   | 1,526,195.16        | 1,526,195.16        |                                     |        |
| <b>Revenue</b>                |                     |                     |                                     |        |
| TXF from General Fund         | 200,000.00          | 200,000.00          |                                     |        |
| Interest                      | 16,000.00           | 16,000.00           |                                     |        |
| <b>Total</b>                  | <b>1,742,195.16</b> | <b>1,742,195.16</b> |                                     |        |
| <b>Expense</b>                |                     |                     |                                     |        |
| Expense                       | -                   | -                   |                                     |        |
| <b>Total Expense</b>          | <b>-</b>            | <b>-</b>            |                                     |        |
| <b>Balance Fwd</b>            | <b>1,742,195.16</b> | <b>1,742,195.16</b> |                                     |        |
| <b>TIRZ 1</b>                 |                     |                     |                                     |        |
| Balance Forward               | 463,027.86          | 463,027.86          |                                     |        |
| <b>Revenues</b>               |                     |                     |                                     |        |
| City AV                       | 89,118.46           | 89,118.46           |                                     |        |

|                                 | FY 2022<br>Adopted  | FY 2022<br>Amended  | FY 2022<br>Proposed<br>Amendment #3 | Change |
|---------------------------------|---------------------|---------------------|-------------------------------------|--------|
| County AV                       | 218,599.49          | 218,599.49          |                                     |        |
| City for GAP Escrow             | 250,000.00          | 250,000.00          |                                     |        |
| Interest Income                 | 3,000.00            | 3,000.00            |                                     |        |
| EPS Reimbursements              | -                   | -                   |                                     |        |
| <b>Total Revenue</b>            | <b>1,023,745.81</b> | <b>1,023,745.81</b> |                                     |        |
| <b>Expense</b>                  |                     |                     |                                     |        |
| TIRZ Expense                    |                     |                     |                                     |        |
| Project Management/Misc Costs   | 48,000.00           | 48,000.00           |                                     |        |
| Project Administration P3 Works | 35,000.00           | 35,000.00           |                                     |        |
| Legal Fees                      | 20,000.00           | 20,000.00           |                                     |        |
| EPS                             | -                   | -                   |                                     |        |
| MAS                             | 62,500.00           | 62,500.00           |                                     |        |
| HDR                             | 227,500.00          | 227,500.00          |                                     |        |
| TJKM - Grant Writing            | 7,500.00            | 7,500.00            |                                     |        |
| Buie - PR                       | 8,500.00            | 8,500.00            |                                     |        |
| Misc Consulting                 | 25,000.00           | 25,000.00           |                                     |        |
| Creation Cost Reimbursements    | -                   | -                   |                                     |        |
| TXF to GAP Escrow               | 250,000.00          | 250,000.00          |                                     |        |
| Stakeholder Reimbursement       | -                   | 156,200.76          |                                     |        |
| <b>Total Expense</b>            | <b>684,000.00</b>   | <b>840,200.76</b>   |                                     | -      |
| <b>Balance Forward</b>          | <b>339,745.81</b>   | <b>183,545.05</b>   |                                     |        |
| <b>TIRZ 2</b>                   |                     |                     |                                     |        |
| Balance Forward                 | 244,199.12          | 244,199.12          |                                     |        |
| <b>Revenue</b>                  |                     |                     |                                     |        |
| Interest Income                 | 400.00              | 400.00              |                                     |        |
| City AV                         | 111,125.78          | 111,125.78          |                                     |        |
| County AV                       | 254,043.81          | 254,043.81          |                                     |        |
| <b>Total Revenue</b>            | <b>609,768.71</b>   | <b>609,768.71</b>   |                                     |        |
| <b>Expense</b>                  |                     |                     |                                     |        |
| Creation Cost Reimbursements    | -                   | -                   |                                     |        |
| Stakeholder Reimbursement       | -                   | 43,799.24           |                                     |        |
| <b>Total Expense</b>            | <b>-</b>            | <b>43,799.24</b>    |                                     | -      |
| <b>Balance Forward</b>          | <b>609,768.71</b>   | <b>565,969.47</b>   |                                     |        |
| <b>VEHICLE REPLACEMENT FUND</b> |                     |                     |                                     |        |
| <b>Revenue</b>                  |                     |                     |                                     |        |
| TXF from General Fund           | 25,462.00           | 25,462.00           |                                     |        |
| TXF from DSRP                   | 5,731.00            | 5,731.00            |                                     |        |
| TXF from WWU                    | -                   | -                   |                                     |        |
| <b>Total Revenue</b>            | <b>31,193.00</b>    | <b>31,193.00</b>    |                                     |        |
| <b>Expense</b>                  |                     |                     |                                     |        |
| Vehicle Replacement             | -                   | -                   |                                     |        |
| <b>Total Expense</b>            | <b>-</b>            | <b>-</b>            |                                     |        |
| <b>Balance Forward</b>          | <b>31,193.00</b>    | <b>31,193.00</b>    |                                     |        |





**To: City of Dripping Springs Mayor & City Council**  
**From: Howard J. Koontz, AICP – Planning Director**  
**Date: Tuesday, January 18, 2022**  
**RE: Comprehensive Plan and Code Rewrite Consultant**

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## **I. Background narrative**

In 2021, the Dripping Springs City Council authorized the commission of a new, 25-year Comprehensive Plan and an associated code re-write. The project was appropriated in the FY21-22 budget, and staff was directed to craft and issue a Request for Qualifications (RFQ) in October.

The RFQ was made public in the last week of October, and responses were due back to staff by the first Friday in December of last year. The city received five total responses to the RFQ, all of which were qualified as complete and compliant to the RFQ text.

A selection committee of staff and planning commissioners was formed, and that group met on December 27<sup>th</sup> to discuss as a group the product of their individual review of the responses, and their observations. After that meeting, the group defined a clear preference for two of the consultant candidates. Staff immediately invited them to interview, in-person, for a second-round discussion with the selection group.

Following those two interviews, one with DTJ (*multiple locations, notably Boulder, CO/Dallas, TX/Austin, TX*) and the other with Freese and Nichols (*again, multiple locations but the hopeful project manager is listed as working from their San Marcos, TX location*), staff recommends that the city negotiate a task order with **DTJ Design**, project managed by Francois de Kock, and his team of staff and 3<sup>rd</sup> party collaborators for Dripping Springs' 2045 Comprehensive Plan.

The selection group recommends selection of DTJ because the selection committee felt that DTJ would be the most effective asset to the city. The group recognized that DTJ had focused their effort and tailored their response individually to the City of Dripping Springs. Of the persons who participated on the calls, DTJ included all but one of their practitioners listed in their RFQ response. The selection group felt that the communication style and rapport presented by DTJ would be best at collaborating with the city team. The consultant team made the best connection with the overall project management scheme expected by the city. The selection committee also was impressed by the amount of work and thought regarding Dripping Springs specifically that DTJ had already engaged in. The selection committee also appreciated the professionalism and prior experience of Freese and Nichols, but would recommend selection of DTJ.

**II. Action item**

For this item, staff seeks direction from the Council that would permit negotiations between the preferred candidate and city leadership to create and execute a task order to complete the Comprehensive Plan document, and an associated code re-write not limited to the zoning ordinance and site- and subdivision regulations. Staff would also recommend that a second candidate be chosen in case negotiations with the preferred candidate are unsuccessful.



**REQUEST FOR QUALIFICATIONS  
CITY OF DRIPPING SPRINGS, TEXAS  
Request for Qualifications “Comprehensive Plan and Development Code Services”**

**PUBLIC NOTICE**

Notice is hereby given that the City of Dripping Springs, Texas is soliciting **Statements of Qualifications for 2045 Comprehensive Plan and Development Code Services.**

**Sealed Statements of Qualifications must be submitted in one (1) original, eight (8) copies, and one (1) electronic copy in PDF formant on a flash drive and shall be delivered to:**

Statements of Qualifications must be submitted **by 2 p.m. on December 3, 2021**, at which time the statements will be publicly opened and acknowledged aloud. Statements received after the opening date and time will not be considered.

City of Dripping Springs, Texas  
Attn: Howard Koontz, Planning Director  
511 Mercer Street or P.O. Box 384  
Dripping Springs, Texas 78620

The City seeks the services of a professional land planning firm with extensive experience, skill, and success in the development of comprehensive plans, community visioning services, development codes, and similar processes. The selected consultant will be responsible for facilitating the creation of the City’s 2045 Comprehensive Plan and updated Development Codes.

If additional information is requested, please email questions to Howard Koontz, Planning Director at [hkoontz@cityofdrippingsprings.com](mailto:hkoontz@cityofdrippingsprings.com) with “Comprehensive Plan Services” in the subject line. RFQs may be viewed online at the City’s website at [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com).

The City of Dripping Springs (“City”) intends to develop a Comprehensive Plan and an updated Development Code to ensure quality and responsible development of the City. The City now intends to enter into one (1) contract with a consulting firm as a professional service provider, to provide the following services.

**REQUEST FOR STATEMENT OF QUALIFICATIONS:**

The City of Dripping Springs, hereinafter referred to as “the City”, is soliciting Statement of Qualifications (SOQ) from professional land planning firms, hereinafter referred to as “Applicant,” which have extensive experience, skill, and success in the development of comprehensive plans, community visioning services, development codes, and similar processes. The Applicant awarded the contract is referred to herein as “the Consultant.”

Statement of Qualifications are due at 2 p.m. on December 3, 2021 and will be opened by City Staff at that time. Proposals will become public, as required by the Texas Public Information Act, Texas Government Code, Chapter 552 after the contract is awarded.

**Project Description and Work to be Performed**

Project Description

The purpose of this Request for Qualification (RFQ) is to select a qualified comprehensive land planning consultant for the preparation of a local Comprehensive Plan pursuant to Texas standards and procedures and the best management practices for comprehensive planning. The Comprehensive Plan shall include a Future Land Use Map for properties within city limits and in the extraterritorial jurisdiction (ETJ). The current city limits and ETJ map can be located here: [https://www.cityofdrippingsprings.com/sites/g/files/vyhli6956/f/uploads/city\\_limits\\_map\\_04.09.19.pdf](https://www.cityofdrippingsprings.com/sites/g/files/vyhli6956/f/uploads/city_limits_map_04.09.19.pdf). In addition to the Comprehensive Plan, the City also seeks an updated Development Code which would include an update to the Zoning Code and Subdivision Regulations. The Development Code would also include insertion and harmonization of the existing landscaping ordinance and sign ordinance. Proposers shall submit their qualifications to perform these tasks to the City which will be based on instructions and specifications provided herein.

The existing Comprehensive Plan was adopted in 2016 and is the long-range planning document that has helped guide the City of Dripping Springs over the last five years. The Comprehensive Plan is a policy document that assists decision-making and administrative actions in an effort to guide the city towards the community’s preferred future. Concurrent to this updated Comprehensive Plan adoption, the City has also adopted a City-wide Trails Plan; a Parks, Recreation and Open Space Master Plan; and a Transportation Master Plan, demonstrating the City’s continued commitment and efforts toward establishing an encompassing guiding policy document.

The current Zoning Ordinance was adopted in 2006 and has been updated semi-annually. The Development Code would incorporate an updated Zoning Code and existing related land use ordinances that would be harmonized with the updated Comprehensive Plan and Zoning Code.

## Background of Dripping Springs

Geographically, the City of Dripping Springs is prwithinently located along U.S. Highway 290 at its intersection of Hays County Ranch Road 12 in northern Hays County, Texas. The city’s corporate limits are not bordered by any other city’s borders, but the expansive extraterritorial jurisdiction sits adjacent to Travis County and the City of Austin on the east, Kyle and Buda to the east-southeast, and Wimberley to the south. With its unique development pattern separate from other areas and cities in Hays County and the Texas Hill Country at-large, the residents in this area have always identified themselves as living in “Dripping.” The official City limits do not extend beyond the Hays County line, but a few minor parcels in the Extraterritorial Jurisdiction do extend into Travis County.

Dripping Springs has a Council-Administrator form of government. The elected six-member Mayor & City Council appoints a City Administrator who is charged with implementing the policies of the Council as well as overseeing the day-to-day operations of City government. An appointed Planning & Zoning Commission has the authority to make recommendations on plats, conditional use petitions, and makes recommendations to the City Council regarding zoning variances, amendments to the Comprehensive Plan, Zoning Ordinance, and Zoning Map.

In the years since the adoption of the current updated Comprehensive Plan (2016), Dripping Springs has grown rapidly in population, a continuation of a trend that began prior to 2010. The city’s population has grown roughly 200% since the 2000 Census, and 160% since 2010 alone. Today it is expected that Dripping Springs’ population is roughly 5,000 within the official corporate limits, and the total population including the Extra Territorial Jurisdiction is over eight times that figure. The original Town of Dripping Springs was just a handful of acres, but today covers roughly 8.7 square miles and is surrounded by a 112 square mile extra-territorial jurisdiction.

As noted in the city’s 2016 Comprehensive Plan, “Dripping Springs has been managing explosive growth for many years, and this growth is expected to continue. This has led to increased pressure on City infrastructure, recreational facilities, the school district, and the quality of life that has attracted, and continues to bring, new residents. The City has worked very hard to protect community values and quality of life in the face of this growth.” The juxtaposition of Dripping Springs being located 24 miles from the state capitol building of a state where, if it were sovereign, would hold the 10th highest gross domestic product in the world, and its deep roots in rural, agrarian land uses and economy poses a unique challenge for the future development pattern of the city. Add to that the city’s position over an environmentally sensitive ground water contributing zone, and the few existing highway and street corridors, and you can start to get a picture of the development pressures and their associated impediments. For these reasons and more, thoughtful, proactive development policy is paramount to the success of Dripping Springs in the immediate and long-term future.

## II. SCOPE OF WORK

The Consultant shall assist the City of Dripping Springs to develop and adopt an all new ‘Comprehensive Plan 2045’ that meets or exceeds jurisdictional requirements and common

standards for local comprehensive planning. The Consultant shall also assist the City to develop and adopt an updated Development Code with an updated Zoning Code and insertion of existing land use ordinances that have been harmonized with the updated Comprehensive Plan and Zoning Code. Said Plan and Code shall be transmitted to the City no later than November 1, 2022, unless otherwise indicated by the City. This takes into account the full adoption process that extends approximately two months for two (2) Public Hearings before the Planning and Zoning Commission, and two (2) readings of the ordinance adopting the plan before the Mayor and City Council. The Plan is expected to be approved and in effect as of December 31, 2022.

**TASK 1: COMMUNITY PARTICIPATION PLAN**

The following provides a ‘Task by Task’ outline of the key steps in the development of the Comprehensive Plan. The City of Dripping Springs’s Comprehensive Plan 2045 and updated Development Code needs to be developed to effectively hear the City’s population and to understand the community’s desires regarding the required elements of the plan and the intent of the community’s citizens to establish an orderly plan to prioritize and accomplish diverse goals and objectives.

**1.1. Development Committee**

1.1.1. City staff shall establish a Development Committee, made up of local stakeholders and officials. The Development Committee will meet with the Consultant on a periodic basis to review draft materials, provide guidance regarding local preferences, and make recommendations regarding the various components of the Comprehensive Plan and updated Development Code.

1.1.2. The agenda for the initial meeting of the Development Committee will include four items:

- 1.1.2.1. The State’s requirements for comprehensive planning and zoning code amendments;
- 1.1.2.2. The Development Committee will be asked to discuss their understanding of the setting, relationships, and history of the area that forms the City of Dripping Springs, and consider the utilization or adaptation of some elements of the existing 2016 Comprehensive Plan and Zoning Code, as well as related land use ordinances;
- 1.1.2.3. The Development Committee will be asked to review potential methods to engage the public in the comprehensive planning and development code process; and identify a broad array of possible community participation techniques, locations to collect this input, and select the ones that seem most appropriate to the local jurisdiction.
- 1.1.2.4. A schedule for these meetings will be developed by the consultant and presented to the Committee.

1.1.3 Periodic Review Meetings: Development Committee will continue to meet on a periodic basis and will be asked to represent local stakeholders as they facilitate the preparation of the Community Participation Plan, the Community Assessment, and the Community Agenda elements of the Comprehensive Plan and development code. The Development Committee will be asked to review the City’s statements of policies, goals and objectives and make



recommendations about issues and opportunities, conceptual scenarios and alternatives, project lists, and priorities. The second meeting will be prior to completion of the Community Assessment to serve as a check on the planning data and following meetings will be at key points of the Community Agenda process. Up to ten (10) meetings with the Development Committee are anticipated. Meetings should be concentrated in the Vision, Goals, and Policies phase. Additional meetings will be scheduled, as needed at the discretion of the Client.

1.1.4 Development Committee meetings may occasionally occur remotely, via electronic means such as video conferencing, telephone conferencing and/or internet-based call-in media.

1.2. Other Public Input Engagement Methods. Community input and visioning are **core and critical elements** of the Comprehensive Plan and development code process. Offeror shall propose additional public engagement that will be effective in communicating the process and gathering input. Dripping Springs places a premium on multiple, first person, public engagement activities that elicit raw data points from the community at-large from which the policy of the Comprehensive Plan and the updated development code will be written. The consultant will work with the city’s Project Manager to develop an extensive public involvement plan. The plan should take advantage of new and existing technologies to make it easy for the public to access information and promote participation by all segments of the community. The City of Dripping Springs is particularly interested in the firm’s experience in successfully engaging the community through a variety of innovative methods.

The consultant team must demonstrate extensive expertise and experience in the public participation and facilitation processes. Regarding public participation, the consultant team must have strong leadership and creativity to provide clear direction in participation techniques that result in inclusive yet timely decisions. Offeror should note its experience in developing and managing visioning and public input.

1.3. Timeline & Schedule. A detailed timeline and written schedule will be prepared by Consultant and approved by the Client to establish the schedule for planning meetings and delivery dates throughout the planning process.

**TASK 2: MINIMUM CONTENT FOR COMPREHENSIVE PLAN AND DEVELOPMENT CODE**

Dripping Springs has adopted a few specialty plans that are filed in the city secretary’s office: Such plans include the City’s Parks, Recreation & Open Space Master Plan; City-wide Trails Plan; and Transportation Master Plan. Additionally, the city has an active Historic Preservation Commission, a multi-jurisdictional Transportation Committee, an Economic Development Committee, a Parks & Recreation Commission, Tax Increment Reinvestment Zone No. 1 & No. 2 Board, an Emergency Management Commission, and a Utility Commission. The fundamental tenets of these plans, commissions, and committees should be incorporated by reference into the text and goals of the city’s next comprehensive plan. The City has also adopted updates to its Zoning Code as well as multiple Planned Development Districts that should be reviewed and incorporated into the updated zoning code.

In addition to the above minimum standards, the Consultant will collect and analyze a range of information about existing conditions and the potential for the future of the City of Dripping Springs, including a review and analysis of the Community Assessment adopted in 2016 and subsequent addenda. Information will be based on a thorough understanding of existing plans and programs affecting the city, and on input, inventories, and analyses undertaken by the Consultant. Previously compiled data will be used and incorporated where possible. Emphasis will be on the identification of features and conditions that may influence or affect the planning process, rather than extensive documentation of existing conditions other than what is necessary to comply with State standards. All spatial data and analysis shall be produced and delivered to include ESRI GIS layers as appropriate.

2.1 Identification of Community Goals. The City of Dripping Springs's Community Goals element needs to be established to effectively represent the community's vision and direction for the future. The consultant will lead multiple interactive discussions with the community, staff, and Development Committee to gain meaningful participation and input in order to either prepare a new vision statement, list of community goals and/or policies, or Character Area-specific goals along with a defining narrative. This should be an organic process that allows the community to actively participate in setting the City's direction for the future.

2.2 Needs and Opportunities. The Consultant will review the current Needs and Opportunities list for the community and work with City staff and community stakeholders to make recommendations for additions, revisions or deletions. The list must be reviewed by the Development Committee with new or revised items going through the SWOT (strengths, weaknesses, opportunities, and threats) or similar analysis of the community and then prioritized as community objectives. Needs and Opportunities that the community identified as high priority must be followed-up with corresponding implementation measures in the Community Work Program (CWP).

2.3 Community Work Program. The final product of the Comprehensive Plan including the future land use map will not be an academic analysis but will be a plan for the next 10 years with metrics for work to be completed and timelines that should be followed to complete the goals of the plan. The updated Development Code should be a practical tool that is harmonized with the Comprehensive Plan and that incorporates current and updated land use ordinances. The Consultant will not only create a Community Work Program to incorporate any new or revised Needs and Opportunities identified during the process, but also revise any implementation measures and specific activities the community plans to undertake during the next five and ten years so as to address the priority Needs and Opportunities, identified Target Areas (if applicable), or to achieve portions of the Community Goals. This includes any activities, initiatives, programs, ordinances, administrative systems (such as site plan review, design review, etc.) to be put in place to implement the plan. The Community Work Program will include the following information for each listed activity:

- Brief description of the activity;
- Legal authorization for the activity, if applicable;
- Timeframe for initiating and completing the activity;
- Responsible party for implementing the activity;
- Estimated cost (if any) of implementing the activity; and

- Funding source(s), if applicable.

#### 2.4. Identification of other potential issues and opportunities:

2.4.1. Population: Demographic statistics will be inventoried and assessed. The primary data source to be used will be the 2020 U.S. Census and subsequent updates. More locally relevant estimates may be used to supplement the Census data and identify where immediate trends have shifted or accelerated.

2.4.2. Economic development: The Economic Development Element provides the opportunity to inventory and assess the community's economic base, labor force characteristics (including its spatial distribution over time), tax gap, and local economic development opportunities and resources; to determine economic needs and goals; and to merge this information with information about population trends and characteristics, natural resources, community facilities and services, housing and land use so that a strategy for the economic well-being of the community can be developed. The analysis shall include the following, at a minimum:

- Demographics overview and analysis
- Socio economic analysis
- Business base/business sector analysis (could include a Target Industry Analysis)
- Real estate analysis (commercial nodes)
- Tax Gap analysis
- Downtown District/Corridor analysis
- Education performance data – K-12 and Higher Ed
- Infrastructure and commuting analysis
- Daytime population/workers
- Strategic organization inventory

2.4.3. The city's transportation network and its future utility as roadways experience exponential increases in daily trips from both internal development and surrounding expansion(s) that create additional, external thru trips. Already businesses in Dripping Springs experience loss in participation and sales due to the inability for patrons to access brick & mortar stores along congested transportation corridors. Volume delays and under-performing intersections add to the gridlock and failing performance of some of the city's highest-classification roadways.

2.4.4 Historic character --and the community's values that have made Dripping Springs the region it is, are two aspects that contribute to the city's sense of place. It's an ethos that has been blurred since the introduction of the style of growth currently emerging in and around the Highway 290/RR12 region. This commitment on the part of city leaders and long-time residents to maintain a connection to the immediate past and preserve the way of life that has been so familiar for the past generation should be an over-arching concept that shapes the comprehensive plan's style of accommodating growth. This will appear in recommendations for design metrics, such as architectural styles and building massing and location(s), as well as an incentive to build in a historically relevant pattern. The City has three historic districts including the Mercer Street, Hays Street, and Old Fitzhugh Road Historic Districts.

2.4.5 Housing, and all the challenges presented in creating an affordable, attainable, and varied housing stock in sufficient numbers to accommodate all the persons who would seek to live here, without eliminating the quality of life already present. A healthy opportunity for entry-level products up through estate ranches and farmettes, including the crucial “missing middle” product must be a high priority for the city over the next two decades.

2.4.6 The remaining elements shall be reviewed and updated as determined necessary through the process. Where available, subsequent master plans shall be consulted and incorporated into future updates.

## 2.5. Analysis of existing development patterns (existing land use), existing Overlays, and Character Area review.

2.5.1. Existing Land Use Map: The consultant will conduct an existing land use inventory of the City of Dripping Springs and areas in the immediate fringe around the city, based on standard categories, which will be produced in Geographic Information Systems (GIS) format and produced in color. The maps will be revised based on input from staff, stakeholders, and the general public as may be received. The method for producing the existing land use maps shall be a combination of field survey, review and interpretation of aerial photographs, analysis of prior city land use maps, and if necessary, tax assessor records. Consultant shall also produce estimates of acreage within each existing land use category.

2.5.2. Existing Overlays and Character Areas (subject to refinement): The Consultant will evaluate existing Overlays, Planned Development Districts, and Character Areas and draft and present in map form, along with text descriptions, recommendations for “Character Areas” that identify unique sub-areas of the City. These sub-areas will be utilized for determination(s) of future land use actions by the City Council and city staff, as well as the functional boundary for future sub-area plans that may be adopted by reference into this plan.

2.6. GIS Data Collection and Organization. The Client anticipates the use of spatial data compiled in GIS, including all data layers necessary to develop the Existing Land Use Map. Population and demographic trends, political jurisdictions, natural and cultural resources areas, and community facilities and services will be located and compiled into spatial data layers to allow the creation of data overlays that will be used to create the Existing Land Use Plan and the Future Development Map, and to facilitate discussion in Development Committee meetings, public meetings, meetings with the staff and other officials, and future use of the plan. Mapping will be coordinated with Dripping Springs staff to ensure that the plan addresses local priorities, as well as any regional and State-wide concerns. Data layers will be provided in the form of ESRI Shapefiles, and the Consultant will coordinate with the projection information for the Shapefiles with the City. Existing GIS data will be utilized in order to take advantage of the knowledge and experience currently imbedded in existing database schemas. Other database objects that will be addressed are the transportation network and other components, which will have the opportunity to interact with these databases. The purpose of the database design is to ensure that the design looks at the big picture.

Taking this approach will help to identify as many database objects as possible in order to produce a design that will be thorough while still retaining the ability to scale the design in the future.

- Key GIS Layers for Production or Updates:
  - Location Layer
  - Existing Land Use Layer
  - Future Land Use Layer
  - Character Area Layer
  - Entitlements Layer (Development Agreements/PDDs)
  - Areas Requiring Special Attention Layer
  - Natural Features Layer — Water Resources: showing rivers and streams, wetlands, 100-year flood plain, groundwater recharge areas, and water supply basins.
  - Natural Features Layer — Conservation Areas: showing planned Green-space areas, major parks and recreation areas, and scenic views and sites.
  - Existing Transportation Facilities Layer: showing the road network and classifications, bicycle/pedestrian and other transportation facilities as appropriate.
  - Transportation Plan Layer: showing the proposed improvements to the road network and other transportation facilities as appropriate (including pedestrian and bike facilities).
  - Community Service Facilities Layer: showing existing and proposed public safety facilities, hospitals and other public health facilities, parks and recreation facilities, general governmental administrative facilities, educational facilities, libraries, and other cultural facilities within the City of Dripping Springs.

2.7 For the Development Code, the Consultant will be responsible for recommending the organization and style of the Ordinances with the concurrence of the Planning Director. The Ordinances should be efficient and user friendly in both hard copy and on-line formats. The ordinance should use cross-referencing, illustrations and tables as a secondary mechanism to make the ordinances user-friendly. The Consultant will be responsible for all drafting and redrafting of text, illustrations, maps and exhibits after receiving input from the Development Committee, citizens, stakeholders, staff, the P&Z, and the City Council.

2.7.1 Incorporate recommendations that are related to zoning from the updated Comprehensive Plan into the revised and updated development code. This will include, but is not limited to, the following:

- a) Restructuring the zoning districts to be consistent with the goals of the updated Comprehensive Plan and Future Land Use Plan;
- b) Provide a complete glossary/definition of terms;
- c) Remove obsolete regulations and create consistency between each of the zoning articles and districts as well as the existing land use ordinances;
- d) Provide a single and complete permitted land use table;
- e) Provide diagrams and exhibits that depict zoning concepts (i.e. setbacks, compatibility, buffers, measurements, etc.) where appropriate;

f) Address issue of non-conforming uses and structures.

2.7.2 Not Included in the Scope of Services

Sign, site, and subdivision regulations will remain separate from the zoning ordinance, but will be included in the Development Code.

2.7.3 Deliverables

- a) Convene, organize, and lead multiple stakeholder workshops;
- b) Iterative drafts and final draft of the revised ordinance for staff & stakeholder review;
- c) PowerPoint presentations for stakeholder, commission, and council meetings;
- d) Updated zoning map based on City GIS datasets and in a digital format approved by City GIS staff (such as ESRI layer files); and
- e) Comprehensive zoning ordinance (digital versions in formats to be approved by the City staff (such as .pdf & .docx).

**TASK 3: ADOPTION PROCESS**

3.1. Planning & Zoning Commission Review and Recommendation. Two (2) public hearings will be held before the Planning and Zoning Commission and shall occur to allow additional public input. The Committee will review and make a recommendation prior to adoption of the transmittal resolution to the City Administrator for the Plan and updated Development Code by approval of City Council.

3.2. Adoption by the City. The City’s elected decision-makers are charged with the responsibility of adopting the Comprehensive Plan and Development Code. The Consultant will attend the meeting associated with the adoption process to respond to any questions or comments, and where appropriate, make presentations regarding the Plan.

3.3. Adopting Ordinance. An ordinance will be prepared by Consultant for the elected officials for adoption of the Plan. The final transmittal shall be conducted in advance of the deadline of November 1, 2022, in accordance with the City’s Agenda Policy

3.4. Documentation. After adoption of the Comprehensive Plan and updated Development Code by the City, the Consultant will provide digital and hardcopy of the originals (including all maps, charts, tables, etc.) for the City in addition to three (3) copies of printed and bound versions of the completed plan.

**III. SUBMISSION AND EVALUATION**

1.1. Response Format

1.1.1. Economy of Presentation

Submittals shall be prepared simply and economically, providing straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFQ. Elaborate bindings, colored displays, and promotional material are not required. Emphasis on each statement must be on completeness and clarity of content. There is no expectation that submittal materials will be returned to the Offeror during or after the selection process. To



expedite the evaluation of proposals, it is essential that Offerors follow the format and instructions contained herein.

### 1.1.2. Organization and Content of Proposals

The response package shall be organized in a manner such that the following requirements in the RFQ are cross-referenced in the submittal materials. The locations within the applicant's response where each requirement is met must be identified.

The Offeror MUST provide this information in the submittal which will be evaluated and assigned points as determined by the Evaluation Committee, by way of preparation of an evaluation worksheet(s) that will follow the RFQ stated requirements. Evaluation worksheets are not available during the solicitation process, but are available after award, as are all other solicitation documentation.

### 1.1.3. Sheet Count

The Technical Proposal shall have a **maximum sheet count of 30 sheets**, including all required material detailed herein, tabs, covers, etc. Proposals that exceed the maximum page count may not be reviewed; responses which include pricing or costs estimates integral to the technical proposal may not be reviewed; financial proposals and costs estimates shall only be submitted after qualifications are evaluated and ranked and such submittals are requested by City.

## 1.2. Technical Proposal Content

### 1.2.1. Cover Letter

This letter will summarize in a brief and concise manner the firm's understanding of the Scope of Work. The letter must name all persons authorized to represent the firm, and include the titles, addresses, and telephone numbers of such persons.

### 1.2.2. Technical Experience

Detail no fewer than three (3) example projects (1 page maximum for each example) that best illustrate the team's ability to provide the requested services. Explain how these projects are similar to this request and similar to Dripping Springs's size and provenance, and what the anticipated differences might be. Provide client reference names and telephone numbers.

### 1.2.3. Scope of Services

#### 1.2.3.1. Statement of understanding

#### 1.2.3.2. Methodology to complete tasks

#### 1.2.3.3. Work Schedule/Proposed timeline

### 1.2.4. Organization profile and qualifications

### 1.2.5. Qualifications of key personnel

1.3. Proposal Submittal. Proposals must be submitted at the specified location no later than the date and time specified herein, and if required presented in two parts: a Technical Proposal (eight (8) printed originals and one electronic copy). The proposal packages shall be sealed in separate envelopes (may be same box) and identified as follows:

Technical Proposal (as applicable)

Title: Comprehensive Plan 2045

Address: City of Dripping Springs

Attn: Howard Koontz, Planning Director

511 Mercer Street or P.O. Box 384

Dripping Springs, Texas 78620

Submittal Date and Time: December 3, 2021 @ 2:00 p.m. CST

## 2.1. Evaluation Criteria and Process

### 2.1.1. Administrative Review of Proposals

All proposals received will be reviewed to ensure that all administrative requirements of the RFQ package have been met by the Offerors. Proposals failing to meet these requirements or to include all the required statements and affirmations may be automatically rejected as not being responsive. All technical proposals that meet the administrative requirements will then be forwarded to the technical evaluation team members for further evaluation.

### 2.1.2. Evaluation Committee

The Evaluation Committee will review all proposals received and determine a ranking. Additionally, the Committee may, in its sole discretion and in the course of its evaluation, request additional information in writing, hold additional in-person or teleconference interviews, arrange a site visit, or request presentations/demonstrations with one or more selected Offerors.

### 2.1.3. Evaluation of Qualifications

The criteria for evaluating the qualifications and selecting a consultant will include but not be limited to:

2.1.3.1 The responsiveness of the offeror, and completeness and compliance with the terms of this RFQ.

2.1.3.2 The firm's specific approach to the project. Although the City has identified the general nature of services required, the consultant is encouraged to provide an innovative approach and methodology to provide the requested services.

2.1.3.3 Capabilities and previous experience in comparable projects of this type, and the specialized experience and technical competence of the consultant to adequately engage the public.

2.1.3.4 Past record of performance on contracts with other governmental agencies, including such factors as quality of work, letters of recommendation from past clients, and ability to meet established schedules.

2.1.3.5 Capacity of the personnel to perform the work in a timely manner.

2.1.3.6 Qualifications of individuals who will have direct involvement in tasks on this project.

2.1.4 Consultants may contract with sub-consultants on the Plan, but a lead consultant must be identified and must take responsibility of all the deliverables. The City reserves the right to request substitution of firms. A response to this RFQ should not be deemed to be construed as

a contract or an indication of a commitment of any kind on the part of the City of Dripping Springs. Upon review of the responses to this RFQ, City staff may prepare a short list of consultants to interview. A firm will be selected for recommendation to the City Council for the purpose of negotiating contract terms, including a fair and reasonable price. Additional copies of the response to this RFQ may be required for presentation to the City Council. If a satisfactory contract cannot be negotiated with that firm, the City shall formally end negotiations with that firm and select the next most favored provider and attempt to negotiate with that firm.

The City reserves the right to request additional information from individual consultants submitting responses. All responses are considered public records; each page deemed proprietary and confidential must be marked as such, but the final interpretation of public information will rest with the Attorney General. The City reserves the right to reject any or all responses and the right, in its sole discretion, to accept the responses it considers most favorable to the City’s interest. The City further reserves the right to reject all responses and seek new responses when such procedure is deemed reasonable and in its best interest.

2.2. Award of Task Order(s)

No guarantee is made by the City that any action or task order will be issued as a function of this RFQ and its responses, if any. Award of task order(s)/contract(s) shall be made to, and negotiated with, the responsible Offeror(s) whose Proposal is determined to be the most advantageous for the City, considering all of the evaluation factors set forth in this RFQ. The City of Dripping Springs reserves the right to reject any and all Proposals submitted in response to this RFQ.

2.2.1 RFQ Timeline (subject to change):

- Questions due by: 2 p.m. CST November 19, 2021
- Proposals due by: 2 p.m. CST December 3, 2021
- Proposal review: December 2021-January 2022
- Interviews conducted (if any): January 2022

Contract(s)/task order(s) discussion and approval by the Mayor and City Council is expected in January/February 2022.

2.3 Method of Compensation

Upon selection, the consultant will provide the necessary information for a task order to the City. The task order with the consultant is to be for a not-to-exceed amount for Comprehensive Plan services, as described herein, with reimbursement upon completion of agreed upon components of work, with a fee schedule for the remainder of requested services. The Planning Director and/or the Director’s designee will review and approve for payment all invoices submitted by the consultant under the contract.

**Qualification Requirements**

The Qualification must include the following:

1. The Request for Qualification “Comprehensive Plan Services”.

2. An organization chart containing the names, addresses, telephone number, and email addresses of the prime provider, along with all sub provider's key personnel proposed for the team and their contract responsibilities.
3. The name of the prime provider's project manager and key personnel who will work on the contract.
4. Information providing team qualifications and capabilities, and understanding, similar project-related experience.
5. Verification that the proposed team individuals are currently employed by either the prime provider or a sub provider.
6. Name and Contact information for at least three (3) references for similar related projects (including mailing address, email address and telephone number). References may be confirmed.
7. Provide a description of your project approach and management plans relative to the advertised services.
8. Describe ability to meet project time frame proposed by the City.

**General Requirements:**

A. Independent Consultant

The selected Consultant shall not be an employee or officer of the City. The Consultant will act as an independent contractor and acquire no rights or benefits offered to employees of the City, its departments, or agencies.

B. General Liability Insurance/Professional Liability – See attached “City of Dripping Springs Contractor Insurance Requirements.”

C. Conflict of Interest Affidavit.

**Statement of Qualifications Submission Deadline:**

- A. Statements of Qualifications must be addressed to Howard Koontz, [hkoontz@cityofdrippingsprings.com](mailto:hkoontz@cityofdrippingsprings.com), and received at the City offices at 511 Mercer St, Dripping Springs TX 78620, Dripping Springs, TX, 78676 or [hkoontz@cityofdrippingsprings.com](mailto:hkoontz@cityofdrippingsprings.com) at or before: December 3rd, 2021.

STATEMENTS OF QUALIFICATIONS RECEIVED AFTER 2:00 PM WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. NO EXCEPTIONS.

- B. Statements of qualifications must be submitted in a sealed envelope clearly bearing the name of the Applicant and address and bearing the words: “Comprehensive Plan Services”.

- C. One (1) Original and eight (8) copies and one (1) electronic copy (in PDF format) on CD or flash drive, of the Statement of Qualifications are required.
- D. Applicants are encouraged to verify that the City of Dripping Springs agency contact, the Planning Director, has received Qualifications. Any Qualifications received after the deadline will not be accepted.

**Award:**

1. The City reserves the right to reject any or all Applicants.
2. After evaluations are complete, the City will rank the Applicants by total score, with the highest total score reflecting the best and most qualified Applicant. The City will enter into negotiations for compensation and other relevant issues with the Applicant deemed the best and most qualified.
3. In the event the City is unable to negotiate a mutually acceptable contract with the selected Applicant, it reserves the right to terminate negotiations with the first choice and enter into negotiations with the following choice, and so on until the City enters into a Contract with a qualified firm.

**Written Agreement:**

The chosen Consultant will be required to negotiate a written agreement with the City.

**Omissions:**

Should this solicitation fail to contain sufficient information in order for interested Applicants to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested Applicant may in writing request clarification from the Planning Director no later than 2 p.m. November 19, 2021. The interested Applicant shall email a copy of the written clarification request to the Planning Director, Howard Koontz at [hkoontz@cityofdrippingsprings.com](mailto:hkoontz@cityofdrippingsprings.com). Written requests from interested Applicants and written responses by the City will be provided to all Applicants and be provided on the City's website.

**Additional Information:**

Contact with persons other than the Planning Director as provided herein, may result in the disqualification of the Applicant's submittal. In fairness to all Applicants, the City will not communicate with anyone representing a potential provider of services during the RFQ process, except (1) as contemplated under Omissions hereinabove, (2) meetings and communications required to conduct business not related to the RFQ, and (3) possible personal presentations by Applicants after written submittals have been received and evaluated, if deemed necessary by City.

In addition, the City reserves the right to contact any Applicant for purposes of obtaining clarification of a submission, as deemed necessary after responses have been opened and also as contemplated above.

**Cost of Developing Statements of Qualifications:**

All costs related to the preparation of the statement of qualifications and any related activities are the sole responsibility of the Applicants. The City assumes no liability for any costs incurred by the Applicants throughout the entire selection process.

**Document Ownerships:**

All submittals, including attachments and supplementary materials shall become, upon submission, property of the City of Dripping Springs and will not be returned to the submitting Applicant.

**Attachments:**

- Attachment “A”: City of Dripping Springs Contractor Insurance Requirements
- Attachment “B”: Response Form
- Attachment “C”: Draft Professional Services Agreement



**ATTACHMENT “A”**  
**CITY OF DRIPPING SPRINGS PLANNING FIRM INSURANCE REQUIREMENTS**

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

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

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

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

**Type of Contract Type and Amount of Insurance**

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

Professional Services Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$1 Million Dollars aggregate.

**ATTACHMENT "B"  
RESPONSE FORM**

RESPONDER:

Date:

Company:

Signature:

Printed Name:

Title:

Address:

Federal EIN #/SSN #

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature  
indicates bidder accepts the specifications, terms and conditions of this solicitation and that  
bidder is not delinquent on any payment due the City nor involved in any lawsuit against the  
City.

Print  
Name \_\_\_\_\_ Title \_\_\_\_\_

REFERENCES:

Each Responder is to provide a minimum of three (3) verifiable business references for which the  
Responder has performed work.

Company Name:

Address:

Contact Person:

Telephone:

Brief description of project:

Company Name:

Address:  
Contact Person:

Telephone:  
Brief description of project:

Company Name:

Address:  
Contact Person:

Telephone:

Brief description of project:

Please provide the following information for contract development. Is your firm:

|                     |     |    |
|---------------------|-----|----|
| Sole Proprietorship | YES | NO |
| Partnership         | YES | NO |
| Corporation         | YES | NO |

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner(s) full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

## ATTACHMENT "C"

### DRAFT PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the \_\_\_\_\_ day of \_\_\_\_\_ 2021, and between the City of **Dripping Springs**, Texas (hereinafter referred to as the "City") and \_\_\_\_\_, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. **Description of Services.** The City and Contractor agree to the following:
  - (a) Contractor shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.
  - (b) Contractor shall attend meetings of City Council, Planning and Zoning Commission, Development Code Committee, and related committee meetings as needed to provide progress reports and drafts of the comprehensive plan services.
  - (c) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
  - (d) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
  - (e) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
  - (f) Performs other related duties as needed.
2. **Scope of Work.** Contractor will provide consulting services related to the Comprehensive Plan and Development Code Services as described in Attachment "A".
3. **Schedule.** Work shall commence upon execution of this agreement and shall be completed within the schedule noted within the Scope of Services attached. This Agreement shall be in effect for a period of one year unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.
4. **Payment for Services.** The City will compensate Contractor in accordance with the fee structure contained in Contractor's proposal attached as Attachment "A". Contractor shall invoice City in accordance with Contractor's attached proposal. Invoices will be submitted monthly and payment is due within 30 days of City's receipt and approval of the invoice.

The total amount of this contract will not exceed \_\_\_\_\_. Additional services and payment for additional services as relates to Attachment "A" must be approved in writing by the City prior to provision of such services.

- 5. **Relationship of Parties.** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for legal services.
- 6. **Limitations.** During the period the Contractor is covered by this agreement, the Contractor will not be permit ted to perform any services for any agency, developer, contractor, or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 7. **Termination.** Either party may terminate this Agreement with thirty (30) days at any time with written notice to the other party.
- 8. **Injuries/ Insurance.** Contractor acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Attachment "B".
- 9. **Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor, Contractor 's employees, if any, and Contractor's agents.
- 10. **Assignment.** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City accept as provided for, and with the protections, described in Attachment " A".
- 11. **Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

**For the City:**  
 City of Dripping Springs  
 Attn: City Administrator  
 P.O. Box 384  
 Dripping Springs, TX 78620  
 (512) 858-4725

**For the Contractor:**

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

**12. Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and, by signing this Agreement, the Contractor affirms compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>

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

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

**15. Applicable Law:** The laws of the State of Texas shall govern this Agreement.

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

**17. Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

**THE CITY:**  
*City of Dripping Springs*

**CONTRACTOR:**

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

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

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



**Attachment "A"**

Proposal

RFO-Comp

Item # 12.

# San Marcos Publishing, LP Wimberley View • Century News

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

State of Texas  
County of Hays

Received  
MAY 05 2021  
City of Dripping Springs

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

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

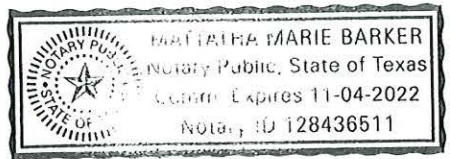
- November 4, 2021
- 2021
- 2021
- 2021

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

[Signature]  
Signature of Affiant

Subscribed and Sworn to me, by the said General Manager Dalton Sweat this 3rd day of November, 2021 to certify which witness my hand and seal of office.

[Signature]  
NOTARY PUBLIC in and for Hays County, Texas



gma - DRS  
NAT

**REQUEST FOR QUALIFICATIONS  
CITY OF DRIPPING SPRINGS, TEXAS  
"Comprehensive Plan and Development Code Update Services"**

**PUBLIC NOTICE**

Notice is hereby given that the City of Dripping Springs, Texas is soliciting Statements of Qualifications for 2045 Comprehensive Plan and Development Code Update Services.

**Sealed Statements of Qualifications must be submitted in one (1) original, eight (8) copies, and one (1) electronic copy in PDF format on a flash drive and shall be delivered to:**

City of Dripping Springs, Texas  
Attn: Howard Koontz, Planning Director  
511 Mercer Street or P.O. Box 384  
Dripping Springs, Texas 78620

Statements of Qualifications must be submitted by 2 p.m. on December 3, 2021, at which time the statements will be publicly opened and read aloud. Statements received after the opening date and time will not be considered.

The City is seeking the services of a professional land planning firm with extensive experience, skill, and success in the development of comprehensive plans, community visioning services, development codes, and similar processes. The selected consultant will be responsible for facilitating the creation of the City's 2045 Comprehensive Plan and updated Development Code Update.

If additional information is requested, please email questions to Howard Koontz, Planning Director at [hkoontz@cityofdrippingsprings.com](mailto:hkoontz@cityofdrippingsprings.com) with "Comprehensive Plan Services" in the subject line. RFQs may be viewed online at the City's website at [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com).



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

**Submitted By:** Michelle Fischer, City Administrator; Laura Mueller, City Attorney

**Council Meeting Date:** January 18, 2022

**Agenda Item Wording:** **Discuss and consider approval of a Resolution and Agreement extending access to City health benefits to the Dripping Springs Visitors Bureau under current City contract with Texas Municipal League Health Benefits Pool. Sponsor: Mayor Foulds, Jr.**

**Agenda Item Requestor:** Pam Owens, President, Dripping Springs Visitors Bureau

**Summary/Background:** The Dripping Springs Visitors Bureau has requested the City Council authorize its employees be eligible for enrollment in the city's Texas Municipal League Health Benefits Pool's benefits. The Visitors Bureau qualifies as an affiliated service contractor. An "affiliated service contractor" means an organization qualified for exemption under Section 501(c), Internal Revenue Code (26 U.S.C. Section 501(c)), as amended, that provides governmental or quasi-governmental services on behalf of a political subdivision and derives more than 25 percent of its gross revenues from grants or funding from the political subdivision.

In order for the Visitors Bureau employees to be eligible for the TML Health Benefits Pool benefits, the city must pass a resolution of authorization and the Visitors Bureau must submit (1) proof of 501(c) status, (2) a statement explaining that it provides governmental or quasi-governmental services on behalf of a political subdivision and derives more than 25 percent of its gross revenues from grants or funding from the City, and 3) documentation regarding gross revenues and the city's contribution, such as a profit and loss statement. The Visitors Bureau has provided the required documentation to the City, attached.

As an affiliated service contractor, the Visitors Bureau employees would be added to the City's plan and treated by TML Health like an employee of the City. The Visitors Bureau's employee census and claims experience (if applicable), etc. would be included in the City's demographics and loss ratio utilization.

TML Health Benefits Pool would include the Visitors Bureau's employee plan expenses on the City's monthly invoice. The City's Finance Director

would prepare a monthly invoice for reimbursement and submit it to the Visitors Bureau for payment.

City Staff recommends approval of the resolution and agreement regarding the eligibility of the Visitors Bureau employees for TML Health Benefits. The agreement includes provisions related to the Visitors Bureau’s reimbursement of the costs to the City and notice to the employees of the Agreement. It also includes termination provisions that clarify that the coverage is only provided so long as it is paid for by the Visitors Bureau. The Agreement ends on September 30, 2022. Should the City or the Visitors Bureau terminate the agreement, the City would notify TML Health Benefits Pool and the coverage for the Visitors Bureau’s employees would be terminated.

The Visitors Bureau’s representatives informed City representatives that they plan to request additional Hotel Occupancy Tax (HOT) grant funds from the City to pay for the insurance, but this formal request has not been made or approved. NOTE: the City was not able to fund the full amounts of the HOT Grant Funding requests from Dripping Springs Ranch Park, the DS Visitors Bureau, the Texas Market Guide, and the Dr. Pound Historical Farmstead. Should additional HOT funds be available, City Staff recommends that these requests be considered in addition to the DS Visitors Bureau’s request for additional funds. For example, the Dripping Springs Ranch Park’s budget has over \$300,000 in expenses that are eligible for HOT funds that are not being paid for with them and many of these items are reoccurring expenses.

**Commission Recommendations:**

N/A

**Recommended Council Actions:**

Approve resolution and agreement.

**Attachments:**

DS Visitors Bureau’s request, Summary of TML Health Benefits Pool Employee Benefits. Resolution. Agreement.

**Next Steps/Schedule:**

Coordinate coverage of Visitors Bureau employees with Visitors Bureau.

DSVB01182022

## **AGREEMENT FOR INCLUSION IN CITY HEALTH COVERAGE PROGRAM**

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Dripping Springs, Hays County, Texas, (the “City”), a general law municipality organized and operating under the general laws of the state of Texas, and the Dripping Springs Visitors Bureau, a registered Texas non-profit organization.

### **I. RECITALS**

- A.** The Dripping Springs Visitors Bureau is a registered Texas non-profit in good standing whose purpose is to promote tourism and serve as ambassadors to connect visitors-guests and the community.
- B.** The City and Visitors Bureau wishes to enter into an agreement in order to ensure inclusion of the employees of the Visitors Bureau in the City’s health coverage and to ensure reimbursement of the payment for the health coverage by the City to TML Health.

### **II. AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants described herein, the parties hereto agree as follows:

#### **A. Duties of Dripping Springs Visitors Bureau**

- 1.** Provide sufficient information to the City of Dripping Springs and TML Health in order to qualify for coverage on the City’s TML Health Plan.
- 2.** Provide required employee information to the City of Dripping Springs to manage inclusion of one or more Dripping Springs Visitors Bureau (DSVB) employees on the City’s plan.
- 3.** Reimburse the City for costs related to inclusion of DSVB in the City of Dripping Springs TML Health Plan within thirty (30) days of receiving an invoice for the actual cost from the City. Pay administrative costs of enrolling and managing health care coverage of fifty dollars per person for initial enrollment; twenty-five dollars for re-enrollment; and twenty-five dollars per month (\$300 annually). Any other changes are covered by the monthly administrative fee.
- 4.** Continue to provide governmental services including promoting tourism and serving as ambassadors to connect visitors and guests with the community.



5. Provide notice to each Visitors Bureau employee that their health coverage is available solely through this Agreement and is only guaranteed so long as this Agreement is valid. A copy of this Agreement will be given to each Visitors Bureau employee.

## **B. Duties of the City**

1. Assist the DSVB with enrolling in the City's TML Health Plan.
2. Pay the premiums to the TML Health for the enrolled employees subject to reimbursement by DSVB.
3. Invoice the DSVB for the costs of the TML Health Plan each month.

## **C. Miscellaneous**

1. Relationship: The employees of DSVB are not employees of the City of Dripping Springs. Health Coverage is only being provided through this Agreement. The employees of DSVB will only be eligible to be a part of the City's TML Health Plan while this Agreement is active and termination of coverage by the City will be initiated when this Agreement is terminated as provided by this Agreement.
2. Term: Upon execution by the Parties, this Agreement shall commence effective upon the signature of the last Party to sign this Agreement, and shall remain in effect until September 30, 2022. This Agreement may be extended by agreement of the Parties in any increment of months, for up to thirty-six (36) months.
3. No part of this Agreement may be assigned or delegated without the prior written consent of the other party.
4. Either party may terminate this Agreement with cause upon the terminating party giving the non-terminating party thirty (30) days written notice. The failure of DSVB to reimburse the City in a timely manner is considered breach and cause for termination. DSVB shall reimburse the City for any costs incurred related to the TML Health Coverage.
5. This Agreement shall be subject to the laws and statutes of the State of Texas. The Venue for any legal disputes arising under this Agreement shall be Hays County.
6. 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. No indemnification of one party by the other party is intended or shall be implied by this Agreement.

- 7. This Agreement will automatically terminate if the City ceases participation in the TML Health Plan.
- 8. All notices in connection with this Agreement shall be in writing and shall be considered given as follows:

When delivered personally to the recipient’s address as stated in this Agreement; or Five (5) days after being sent by certified mail in the United States mail, with postage prepaid to the recipient’s address as stated in this Agreement:

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

**To Visitors Bureau:**  
 Dripping Springs Visitors Bureau  
 Attn: Pam Owens  
 509 Mercer Street  
 Dripping Spring, TX 78620

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and the Visitors Bureau.

- 9. This Agreement shall be effective upon final signing by both parties.

**IN WITNESS WHEREOF, The City of Dripping Springs and Visitors Bureau have executed this Agreement on the dates indicated.**

**CITY OF DRIPPING SPRINGS:**

**VISITORS BUREAU:**

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

\_\_\_\_\_  
 Pam Owens, President/CEO

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**ATTEST:**

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

RESOLUTION NO. \_\_\_\_\_

**SUPPORTING THE DRIPPING SPRINGS VISITORS BUREAU TO BE PARTICIPANTS IN THE CITY’S HEALTH PLAN**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), SUPPORTING THE DRIPPING SPRINGS VISITORS BUREAU’S PARTICIPATION IN THE CITY’S HEALTH PLAN.

**WHEREAS,** The Dripping Springs Visitors Bureau has requested to be a participant in the City’s health plan through TML Health; and

**WHEREAS,** TML Health allows “affiliated service providers” to participate in the City’s health plan which includes an organization qualified for exemption under Section 501(c), Internal Revenue Code (26 U.S.C. Section 501(c)), as amended, that provides governmental or quasi-governmental services on behalf of a political subdivision and derives more than 25 percent of its gross revenues from grants or funding from the political subdivision; and

**WHEREAS,** the Dripping Springs Visitors Bureau is a 501(c)(3) who promotes tourism services to the City of Dripping Springs and receives more than 25 percent of its gross revenues from the City of Dripping Springs; and

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

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

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby supports the inclusion of the employee or employees of the Dripping Springs Visitors Bureau to the City’s group health plan with TML Health conditional on the Visitors Bureau reimbursing the City for its coverage and meeting all requirements of TML Health and any City policy related to the group health plan.
3. The City Staff is directed to provide for an agreement for payment and documentation for the group health insurance.
4. The City Administrator is directed to coordinate with the TML Health Pool to ensure coverage of the Visitors Bureau employees, where eligible.
5. This Resolution shall take effect immediately upon passage.
6. The City Secretary is instructed to file a copy of this Resolution among City records.
7. The meeting at which this Resolution was passed was open to the public, and that

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

**APPROVED this, the [redacted] day of January, 2022 by a vote of \_\_\_\_ (ayes), \_\_\_\_ (nays), and \_\_\_\_ (abstentions) of the City of Dripping Springs City Council.**

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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



December 13, 2021

Texas Municipal League  
 Health Benefits Pool  
 1821 Rutherford Lane, Suite 300  
 Austin, Texas 78754


Attn: Heather VonGonten

The Dripping Springs Visitors Bureau, a 501(c)(3) charitable organization has requested to become a TML Health benefits pool member through the City of Dripping Springs. The Visitors Bureau, with a staff of two, acts as the visitor center for the City of Dripping Springs. Destination Dripping Springs is our marketing program for the area. In its capacity some of the responsibilities of the Bureau are to:

- staff an on-site information for visitors traveling through the area and for visitors calling or emailing
- develop and maintain a website with area tourism information including calendar of events
- provide a printed and digital bi-annual Visitor's Guide
- advertise in various publications; print and digital
- assist in planning weddings, conferences, festivals, and other events
- provide social media presence on 7 channels
- manage the Dripping Springs Songwriters Festival, Wedding Capital of Texas® Showcase and Dripping with Taste® Passport Trail, and the Historic Mercer Street Holiday Light campaign
- assist the City in various tourism related activities

The Visitors Bureau receives more than 25% of its funding from the City of Dripping Springs through an annual contract from the Hotel Occupancy Tax grant (HOT). Included is a 12-month P&L statement for 2020 and a partial for 2021.

Thank you for your assistance in determining if the Dripping Springs Visitors Bureau is qualified to be an affiliate member of the TML Benefits Pool through the City of Dripping Springs.

Sincerely,  
  
 Pam Owens  
 President/CEO  
 Dripping Springs Visitors Bureau

**Dripping Springs Visitors Bureau**  
**Profit & Loss**  
**January through December 2020**

12/13/21

Accrual Basis

|                                  | Jan - Dec 20 |
|----------------------------------|--------------|
| <b>Ordinary Income/Expense</b>   |              |
| <b>Income</b>                    |              |
| <b>Contributions</b>             |              |
| Business                         | 10,990.00    |
| Grants Received - CoC            | 6,068.00     |
| Grants Received - HOT            | 169,220.00   |
| Individual                       | 5,841.00     |
| <b>Total Contributions</b>       | 192,119.00   |
| <b>Fund Raising Income</b>       |              |
| Booths                           | 9,700.00     |
| Event Sponsorships               | 1,000.00     |
| Product Sales                    | 70.00        |
| Ticket Sales                     | -20.00       |
| <b>Total Fund Raising Income</b> | 10,750.00    |
| Interest Income                  | 1.51         |
| Non Event Underwriting           | 2,150.90     |
| Program Underwriting             | 250.00       |
| <b>Total Income</b>              | 205,271.41   |
| <b>Expense</b>                   |              |
| Advertising & Promotion          | 20,787.66    |
| Awards & Gifts                   | 165.00       |
| Bank Service Charges             | 33.00        |
| Commissions                      | 427.50       |
| Computer & Software Supply       | 11,378.96    |
| Conference, Training, Meeting    | 807.92       |
| Contract Services                |              |
| Accounting Fees                  | 2,151.43     |
| Marketing Consulting             | 1,000.00     |
| Technical Services               | 450.00       |
| <b>Total Contract Services</b>   | 3,601.43     |
| Credit Card Merchant Fees        | 1,382.18     |
| Dues & Subscriptions             | 2,368.29     |
| Event Admissions                 | 262.00       |
| Event Expense                    |              |
| Event Entertainment              | 82.91        |
| <b>Total Event Expense</b>       | 82.91        |
| Furnishings                      | 1,116.90     |
| Insurance - Liability, D and O   | 919.00       |
| Insurance -Property & Liability  | 402.48       |
| Janitorial                       | 102.00       |
| Licenses, Permits, Fees          | 49.00        |
| Office Supplies                  | 1,483.27     |
| Payroll Expenses                 |              |
| Contract Labor                   | 240.00       |
| Medicare Expense                 | 1,877.70     |
| Payroll Service Fees             | 788.37       |
| Social Security Expense          | 8,028.30     |
| Wages                            | 129,488.44   |
| <b>Total Payroll Expenses</b>    | 140,422.81   |
| Postage, Delivery                | 135.20       |
| Printing and Production          | 815.15       |
| Rent - Facility & Storage        | 3,441.00     |
| Repairs & Maintenance            | 215.75       |
| Supplies (other than office)     | 12,184.50    |



**Dripping Springs Visitors Bureau**  
**Profit & Loss**  
 January through December 2020

|   | Jan - Dec 20 |
|---|--------------|
| <b>Travel &amp; Entertainment</b>       |              |
| Entertainment (local meetings)          | 306.76       |
| Lodging, Transportation, Mileage        | 1,950.82     |
| Meals Travel                            | 43.20        |
|   |              |
| <b>Total Travel &amp; Entertainment</b> | 2,300.78     |
| <b>Utility</b>                          |              |
| Electricity                             | 516.54       |
| Telephone, Telecommunications           | 1,757.01     |
|   |              |
| <b>Total Utility</b>                    | 2,273.55     |
| <b>Website Develop &amp; Maintain</b>   | 7,757.87     |
|   |              |
| <b>Total Expense</b>                    | 214,916.11   |
|   |              |
| <b>Net Ordinary Income</b>              | -9,644.70    |
| <b>Other Income/Expense</b>             |              |
| Other Expense                           |              |
| Uncategorized Expense                   | 0.00         |
|   |              |
| <b>Total Other Expense</b>              | 0.00         |
|   |              |
| <b>Net Other Income</b>                 | 0.00         |
|   |              |
| <b>Net Income</b>                       | -9,644.70    |

## Dripping Springs Visitors Bureau

## Profit &amp; Loss

January through October 2021

|                                 | Jan - Oct 21 |
|---------------------------------|--------------|
| Ordinary Income/Expense         |              |
| Income                          |              |
| Contributions                   |              |
| Grants Received - CoC           | 1,783.00     |
| Grants Received - HOT           | 141,000.00   |
| Individual                      | 2,365.00     |
| Total Contributions             | 145,148.00   |
| Fund Raising Income             |              |
| Booths                          | 5,650.00     |
| Co-op Adv & Mktg                | 1,931.10     |
| Event Sponsorships              | 74,090.73    |
| Product Sales                   | 4,365.62     |
| Ticket Sales                    | 10,370.17    |
| Total Fund Raising Income       | 96,407.62    |
| Interest Income                 | 1.41         |
| Program Underwriting            | 1,500.00     |
| Total Income                    | 243,057.03   |
| Expense                         |              |
| Advertising & Promotion         | 22,674.95    |
| Commissions                     | 959.00       |
| Computer & Software Supply      | 9,469.32     |
| Conference, Training, Meeting   | 3,476.90     |
| Contract Services               |              |
| Accounting Fees                 | 838.75       |
| Legal Fees                      | 1,980.00     |
| Marketing Consulting            | 1,350.00     |
| Other Professional Services     | 250.00       |
| Technical Services              | 2,300.00     |
| Total Contract Services         | 6,718.75     |
| Credit Card Merchant Fees       | 1,649.01     |
| Dues & Subscriptions            | 296.79       |
| Event Admissions                | 162.31       |
| Event Expense                   |              |
| Event Entertainment             | 12,000.00    |
| Food                            | 4,490.53     |
| Total Event Expense             | 16,490.53    |
| Finance Charges                 | 15.20        |
| Insurance - Liability, D and O  | 1,123.00     |
| Insurance -Property & Liability | 412.17       |
| Janitorial                      | 204.00       |
| Office Supplies                 | 662.39       |
| Payroll Expenses                |              |
| Medicare Expense                | 1,443.84     |
| Payroll Service Fees            | 736.05       |
| Social Security Expense         | 6,173.39     |
| Wages                           | 99,570.69    |
| Total Payroll Expenses          | 107,923.97   |
| Postage, Delivery               | 177.65       |
| Printing and Production         | 4,442.89     |
| Products for Resale             | 1,897.20     |
| Rent - Facility & Storage       | 1,670.00     |
| Rental - Equipment & Furnishing | 6,109.56     |
| Repairs & Maintenance           | 193.56       |
| Security                        | 1,860.00     |
| Supplies (other than office)    | 18,303.55    |

**Dripping Springs Visitors Bureau**  
**Profit & Loss**  
**January through October 2021**

|   | <u>Jan - Oct 21</u> |
|---|---------------------|
| <b>Travel &amp; Entertainment</b>       |                     |
| Entertainment (local meetings)          | 355.24              |
| Lodging,Transportation,Mileage          | 1,272.07            |
| Meals Travel                            | <u>92.27</u>        |
| <b>Total Travel &amp; Entertainment</b> | 1,719.58            |
| <b>Utility</b>                          |                     |
| Electricity                             | 386.08              |
| Telephone, Telecommunications           | <u>3,048.14</u>     |
| <b>Total Utility</b>                    | 3,434.22            |
| <b>Website Develop &amp; Maintain</b>   | <u>4,833.54</u>     |
| <b>Total Expense</b>                    | <u>216,880.04</u>   |
| <b>Net Ordinary Income</b>              | 26,176.99           |



**Office of the Secretary of State**

**CERTIFICATE OF FILING  
OF**

Dripping Springs Visitors Bureau  
File Number: 802425482

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/30/2016

Effective: 03/30/2016



A handwritten signature in black ink, appearing to read "Cascos" followed by a horizontal line.

Carlos H. Cascos  
Secretary of State

**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255-0023

Date of this notice: 05-11-2016

Employer Identification Number:  
81-2538565

002624.662021.347291.437 1 MB 0.419 850



Form: SS-4

Number of this notice: CP 575 A

DRIPPING SPRINGS VISITORS BUREAU  
PO BOX 206  
DRIPPING SPGS TX 78620

For assistance you may call us at:  
1-800-829-4933



002624

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-2538565. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

|           |            |
|-----------|------------|
| Form 941  | 05/06/2016 |
| Form 1120 | 03/15/2017 |
| Form 940  | 01/31/2017 |

After our review of your information, we have determined that you have not filed tax returns for the above-mentioned tax period(s) dating as far back as 2016. Please file your return(s) by 05-26-2016. If there is a balance due on the return(s), penalties and interest will continue to accumulate from the due date of the return(s) until it is filed and paid. If you were not in business or did not hire any employees for the tax period(s) in question, please file the return(s) showing you have no liabilities.

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.



DRIPPING SPRINGS  
Texas

## TML HEALTH BENEFITS POOL EMPLOYEE BENEFITS SUMMARY

*Effective October 1, 2021*

|                                   |  |            |                  |
|-----------------------------------|--|------------|------------------|
| <b>Medical Plan Provider:</b>     | TML Health Benefits Pool                   |            |                  |
| <b>Plan:</b>                      | Copay-500-3k                               |            |                  |
| <b>Benefit Percent:</b>           | 80% in network; 50% out of network         |            |                  |
| <b>In Network Deductible:</b>     | Individual \$500.00<br>Family \$1,000.00   |            |                  |
| <b>Out of Network Deductible:</b> | Individual \$1,000.00<br>Family \$2,000.00 |            |                  |
| <b>In Network Out of Pocket:</b>  | Individual \$3,000.00<br>Family \$6,000.00 |            |                  |
| <b>Medical Rates:</b>             | Employee:                                  | \$587.74   | Paid By City     |
|                                   | Spouse:                                    | \$605.36   | Paid By Employee |
|                                   | Child(ren):                                | \$446.69   | Paid By Employee |
|                                   | Family:                                    | \$1,146.08 | Paid By Employee |
| <b>Dental Rates:</b>              | Employee:                                  | \$37.64    | Paid By City     |
|                                   | Family:                                    | \$59.04    | Paid By Employee |
| <b>Voluntary Vision:</b>          | Employee:                                  | \$10.47    | Paid By Employee |
|                                   | Employee + Spouse:                         | \$19.90    | Paid By Employee |
|                                   | Employee+ Children                         | \$20.94    | Paid By Employee |
|                                   | Employee + Family                          | \$26.71    | Paid By Employee |



***Medical, Dental, and Vision Rates Paid By Employee are deducted from paycheck.***

**Basic Life & AD & D Plan 6:** Life \$0.194 (1 x base annual earnings, Max \$100,000) Paid By City  
AD & D \$0.040 (1 x base annual earnings, Max \$100,000) Paid By City

**Continuation of Coverage:** Yes

**Medical Network:** Blue Cross Blue Shield of Texas Blue Choice PPO

**Dental Network:** BlueCare Dental Connections

**Vision Network:** Eye Med

**Health Benefits Coverage Waiting Period:** 30 days after date of hire

Salaried employees receive comp time with pay at a rate of 1:1 for every hour worked over 40 in a standard workweek

**Civic Leave:**

8 hours of paid leave each fiscal year

**Bereavement Leave:**

Full-time, regular employees receive 24 hours each fiscal year

**Memberships:**

City may fund employee membership in professional development organizations

**Tuition Reimbursement:**

Eligible for the cost of tuition for the employee's continuing education.

*See the City's Personnel Manual for detailed descriptions of benefits and their requirements.*

DSVB

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

This Agreement made and entered into this, the 16 of December 2021, and between the **City of Dripping Springs**, Texas a general-law municipality located in Hays County, Texas (“City”), and **Dripping Springs Visitors Bureau**, 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 2022 Budget through the approval of Ordinance No. 2021-36 on September 22, 2021; and

**WHEREAS**, the City Council awarded and approved the grant of these funds at a properly-conducted public meeting held on September 21, 2021.

**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 Dripping

Springs Visitors Bureau, 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 ("Exhibit "A") promotes tourism.

## 3. GRANT

The City hereby agrees to transfer as a grant a portion of the Fiscal Year 2022 Hotel Occupancy Tax funds to Dripping Springs Visitors Bureau for facility management, marketing and organization support in an amount one hundred and ninety-five thousand dollars (\$195,000.00). 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, Dripping Springs Visitors Bureau hereby agrees to utilize the grant funds in the amount of one hundred and ninety-five thousand dollars (\$195,000.00) for the purposes as described in Exhibit A and below, which directly enhance and promote tourism and the convention and hotel industry; advertise and promote the city and its vicinity; and, enhance the arts, in which participants are tourists to the city.

- a. Visitor Information Center
- b. Advertising, solicitation and promotional programs
- c. Promotion of the Arts

## 5. REQUIREMENTS

- 5.1 Recipient must ensure that all Dripping Springs lodging and their current contact information are listed on information provided to registrants, vendors, and event attendees, including event websites, funded by the grant. Also, all Dripping Springs hoteliers must be made aware of the 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 October 1, 2021 and ending on September 30, 2022. 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:**  
Dripping Springs Visitors Bureau  
Attn: Pam Owens  
PO Box 206  
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:

DRIPPING SPRINGS VISITORS BUREAU:

Bill Foulds, Jr.  
Bill Foulds, Jr., Mayor

Pam Owens  
Pam Owens President/CEO

12/16/21  
Date

12-17-21  
Date

ATTEST:

ATTEST:

Andrea Cunningham  
Andrea Cunningham, City Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title





**Attachment "A"**

**Dripping Springs Visitors Bureau HOT Funding Application**



July 7, 2021

Michelle Fischer, City Administrator  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

Dear Michelle:

As discussed in our phone conversation last month, I have revised our 2022 HOT Application by \$30,000.00. Changes are reflected on page 5 of 9. We feel this is a bare bones application but one which will allow the Visitors Bureau to still promote the Dripping Springs area in a positive way.

We have taken the additional staff member out of the budget but increased the marketing item as we will contract with AJR Media to help alleviate some social media and production needs.

We hope the City will consider any additional unexpected requests we may make during fiscal 2022-23.

Please contact me with any questions.

Sincerely,

Pam Owens  
President/CEO  
Dripping Springs Visitors Bureau



Application Date: 5-3-2021  
 Page 5 of 9 REVISED 7-7-21

## HOT GRANT FUNDING PROGRAM APPLICATION

### *Organizational Information*

Name of Organization/Business: Dripping Springs Visitors Bureau  
 Address: 509 Mercer St - PO Box 206  
 City, State, Zip: Dripping Springs, TX 78620  
 Contact Name: Pam Owens  
 Contact Phone/Email: 512-858-4740/pam@destinationdrippingsprings.com  
 Website Address: www.DestinationDrippingSprings.com  
 Type of Business/Organization: Travel & Tourism/Visitors Bureau  
 Non-Profit Status: 501(c)(3)  
 Tax ID Number: 81-2538565  
 Entity's Creation Date: March 30, 2016

#### Purpose of Organization/Business:

The mission of the Dripping Springs Visitors Bureau is to promote tourism and serve as ambassadors to connect visitors-guests and the community. The Dripping Springs Visitors Bureau is a non-profit organization that supports Dripping Springs area tourism industry members by creating a presence through the local Visitors Center, as well as optimizing marketing tools, regionally, throughout the U.S. and internationally. DSVB also supports the DS Chamber of Commerce, the City of Dripping Springs and the Texas Hill Country Trail Region in their efforts to promote Dripping Springs and tourism within our area of the Texas Hill Country.

### *Event/Project Information*

Name of Event/Project: Dripping Springs Visitors Bureau / Destination Dripping Springs  
 Date of Event/Project: October 1, 2021 - September 30, 2022  
 Location of Event/Project: Dripping Springs / Driftwood  
 Description of Event/project: Marketing & supporting tourism industry in our area

Funding Amount Requested: \$225,000.00

How funds will be used, including itemized list of expenditures which can be attached separately:  
For the Visitors Center facility and management, marketing the Dripping Springs/Driftwood area and supporting other organizations/events with eligible HOT funding.

Percentage of Total Event/Project Cost Covered by HOT Funding: 100%

*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:* \$170,000.00

**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:* \$45,000

**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:* \$10,000.00

**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:* \_\_\_\_\_

**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.

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**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:

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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:* \_\_\_\_\_

What tourist attractions will be the subject of the signs:

---

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**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:

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**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: \_\_\_\_\_ Disclaimer for this section \_\_\_\_\_ What is the expected attendance of the Event/Project: NA

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

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

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?

NA

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>NA</u>              | <u>NA</u>           | <u>NA</u>                         |
| <u>NA</u>              | <u>NA</u>           | <u>NA</u>                         |
| <u>NA</u>              | <u>NA</u>           | <u>NA</u>                         |

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

Through hotelier reports.

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

NA

Admission Fee for Event/Project: NA

Anticipated Net Profit, if any: NA

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

Newspaper: NA



Internet: NA  
Radio: NA  
TV: NA  
Other Paid Advertising: NA

Number of Press Releases to Media: NA

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

Other Promotions: NA

**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?** NA

**Will you negotiate a special rate or hotel/event package to attract overnight stays?** NA

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

Staff will continue to analyze and stay on the cutting edge of marketing techniques to maximize budgeted marketing dollars.

Our Tourism Advisory Team is working on an inventory of meeting/lodging assets in order to develop a weekday/corporate outreach plan.

**What geographical areas does your advertising and promotion reach?**

Targeted social media in the Houston, Dallas and San Antonio areas as well as paid promotions

on www.TourTexas.com which reaches an international market.

**How many individuals will your proposed marketing reach who are located in another city of county?**

Not available

**If the funding requested is related to a permanent facility (e.g. museum, visitor center)?**

Expected Attendance Monthly/Annually: 1500 - DS Visitors Center

Percentage of those in attendance that are staying at area hotel/lodging facilities: 50%

**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](mailto: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.

Dripping Springs Visitors Bureau

***Business/Organization Name***

5-3-2021

***Applicant's Signature***

***Date***

Disclaimer for page 7 of Application - *All Funding Requests*

The HOT Application is geared toward an event or project. As in previous years, the Dripping Springs Visitors Bureau requests funding for the full fiscal year, therefore, the majority of page 7 of 9 does not pertain to our organization. See Scope of Work for activities requiring funding.

## VB STAFF, TAT and BOARD OF DIRECTORS

### Dripping Springs Visitors Bureau Office 512-858-4740

#### Staff

|             |                      |              |                                     |
|-------------|----------------------|--------------|-------------------------------------|
| Pam Owens   | President/CEO        | 512-658-4942 | pam@destinationdrippingsprings.com  |
| Hope Bolton | Comm/Mktg Specialist | 512-569-0469 | hope@destinationdrippingsprings.com |

### 2020-2021 Tourism Advisory Team

| Type               | Member           | Business                      | Title         | Phone        | Email                                | Workgroup         |
|--------------------|------------------|-------------------------------|---------------|--------------|--------------------------------------|-------------------|
| 1 Brewery          | Kent Killough    | Vista Brewing                 | Owner         | 512-808-9197 | kent@vistabrewingtx.com              | DWT               |
| 2 Chamber rep      | Brady McElroy    | Revel Wilde                   | Owner         | 361-798-6574 | brady@revelwilde.com                 | WCOT              |
| 3 Citizen          | Amanda Lewis     |                               | Attorney      | 512-426-1021 | akhlewis@icloud.com                  | Volunteer Support |
| 4 City of DS rep   | Taline Manassian | Dripping Springs City Council | Councilmember | 512-970-9498 | tmanassian@cityofdrippingsprings.com | Volunteer Support |
| 5 Distillery       | Nate Powell      | Treaty Oak                    | Gen Mgr       | 512-680-1606 | nate@treatyoakdistilling.com         | DWT               |
| 6 Entertainment    |                  |                               |               |              |                                      | Arts & Culture    |
| 8 Heritage & Art   | Jenny Pack       | Dr Pound Historical Farmstead | Director      | 562-682-7909 | pioneer@drpoundfarmstead.org         | Arts & Culture    |
| 9 Lodging          | Kirtan Patel     | Sleep Inn                     | Gen Mgr       | 214-454-3386 | sleepinndrippingsprings@gmail.com    | Weekday/Corporate |
| 10 Lodging         | Amanda Rodriguez | Holiday Inn Express           | Gen Mgr       | 512-858-0280 | gm@hiedrippingsprings.com            | Weekday/Corporate |
| 11 Lodging         | Ravel Thai       | TyRosa Ranch                  | Owner         | 512-222-8481 | info@tyrosaranch.com                 | Weekday/Corporate |
| 12 Restaurant      | Mark Sewell      | Hill Country Pizzeria         | Owner         | 512-739-0052 | msewell@sssrh.com                    | Volunteer Support |
| 13 Retail Shopping | Amanda Pena      | Wild Birds Unlimited          | Mgr           | 512-970-0595 | amandacpena@gmail.com                | Marketing/Birding |
| 14 Venue/Rental    | Ashley Sansalone | Whim Event Rentals            | Mgr           | 512-796-2452 |                                      | Weekday/Corporate |
| 15 Winery          | Tom Parmeson     | Parmeson Wines                | Owner         | 707-477-5905 | tom@parmesonwines.com                | DWT               |

### 2018-2021 Board of Directors

|             |                    |                      |         |              |                                   |                      |
|-------------|--------------------|----------------------|---------|--------------|-----------------------------------|----------------------|
| 1 Treasurer | Bonnie Humphrey    | Bitwise Consulting   | Owner   | 512-217-4278 | bah@bitwiseconsulting.com         | DWT                  |
| 2 Member    | Dave Niemeyer      | Acofon Brewing       | Owner   | 281-650-6685 | dave@acoфонbrewing.com            | Songwriters Festival |
| 3 Member    | Doyle Fellers      | Marketing-retired    | Citizen | 512-858-0330 | dmfellers@verizon.net             | Arts & Culture       |
| 4 Member    | Kim Hanks          | Whim Hospitality     | Owner   | 512-971-6081 | kim@whimhospitality.com           | Weekday/Corporate    |
| 5 President | Mary McRoberts     | Hill Country Casitas | Owner   | 512-809-4958 | mary@hillcountrycasitas.com       | Volunteer Support    |
| 6 Secretary | Michelle Alexander | The Alexander House  | Owner   | 512-917-1194 | thealexanderatcreekroad@gmail.com | WCOT                 |





## Office of the Secretary of State

April 01, 2016

Attn: Strasburger & Price LLP

Strasburger & Price LLP  
720 Brazos, Suite 700  
Austin, TX 78701 USA

RE: Dripping Springs Visitors Bureau  
File Number: 802425482

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at <http://window.state.tx.us/taxinfo/exempt/index.html>. Information on exemption from federal taxes is available from the Internal Revenue Service web site at [www.irs.gov](http://www.irs.gov).

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section  
Business & Public Filings Division  
(512) 463-5555  
Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Dripping Springs Visitors Bureau  
File Number: 802425482

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/30/2016

Effective: 03/30/2016



A handwritten signature in black ink, appearing to read "Carlos H. Casco".

Carlos H. Casco  
Secretary of State



Form 202

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709



**Certificate of Formation  
Nonprofit Corporation**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 802425482 03/30/2016  
Document #: 663439610002  
Image Generated Electronically  
for Web Filing

Filing Fee: \$25

**Article 1 - Corporate Name**

The filing entity formed is a nonprofit corporation. The name of the entity is :

**Dripping Springs Visitors Bureau**

**Article 2 – Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

**Robert M. O'Boyle**

C. The business address of the registered agent and the registered office address is:

Street Address:

**720 Brazos Street, Suite 700 Austin TX 78701**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Management**

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Jason McNutt**

Title: **Director**

Address: **PO Box 206 Dripping Springs TX, USA 78620**

Director 2: **Gina Anderson**

Title: **Director**

Address: **PO Box 206 Dripping Springs TX, USA 78620**

Director 3: **Rick King**

Title: **Director**

Address: **PO Box 206 Dripping Springs TX, USA 78620**

**Article 4 - Organization Structure**

A. The corporation will have members.

or

B. The corporation will not have members.

**Article 5 - Purpose**

The corporation is organized for the following purpose or purposes:

**Exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code.**

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

**Organizer**

The name and address of the organizer are set forth below.

**Robert M. O'Boyle**      **720 Brazos Street, Suite 700, Austin, TX 78701**

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Robert M. O'Boyle**

Signature of organizer.

FILING OFFICE COPY



**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255-0023

Date of this notice: 05-11-2016

002624.662021.347291.437 1 MB 0.419 850



Employer Identification Number:  
81-2538565

Form: SS-4

Number of this notice: CP 575 A



DRIPPING SPRINGS VISITORS BUREAU  
PO BOX 206  
DRIPPING SPGS TX 78620

For assistance you may call us at:  
1-800-829-4933

002624

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-2538565. This EIN will identify you, your business accounts, tax returns and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

|           |            |
|-----------|------------|
| Form 941  | 05/06/2016 |
| Form 1120 | 03/15/2017 |
| Form 940  | 01/31/2017 |

After our review of your information, we have determined that you have not filed tax returns for the above-mentioned tax period(s) dating as far back as 2016. Please file your return(s) by 05-26-2016. If there is a balance due on the return(s), penalties and interest will continue to accumulate from the due date of the return(s) until it is filed and paid. If you were not in business or did not hire any employees for the tax period(s) in question, please file the return(s) showing you have no liabilities.

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

**Dripping Springs Visitors Bureau  
Destination Dripping Springs  
FY2022 Marketing Plan**

The Dripping Springs Visitors Bureau is the City of Dripping Springs designated marketing organization to provide tourism, venue, entertainment, and lodging promotion to visitors as well as residents in the greater Dripping Springs community for them to enjoy a pleasurable experience that enhances quality of life and generates economic growth. The 2022 marketing campaign will consider travel sentiment during the current situation. We will continue to showcase Dripping Springs as dynamic, authentic, and welcoming. We will modify messaging to highlight safe travel and encourage future travel when appropriate based on consumer sentiment and the state of recovery within Texas. The advertising will also highlight experiences travelers want during this time, such as road trips, outdoor activities and other travel activities that easily accommodate continued social distancing.

A website, social media presence, and a bi-annual Visitors Guide showcase the variety of tourism offerings. Destination Dripping Springs will create and distribute paid advertising, printed materials, public relations, digital and social media and promotional items to the traveling public, news media, and tourism industry professionals.

The Destination Dripping Springs website will continue to act as a landing page and specifically promotes Dripping with Taste Trail & Passport, the Wedding Capital of Texas®, and the Dripping Springs Songwriters Festival. Promotion of entertainment, lodging and venues in the Dripping Springs, Driftwood and Cedar Valley areas is the goal of Destination Dripping Springs.

**Advertising Objectives**

- Inspire future travel
- Provide inspirational information to the traveler who is actively seeking out information about travel
- Instill confidence in Dripping Springs as a destination with a variety to offer the traveler who is traveling or planning a future trip
- Increase awareness of Dripping Springs as a premier vacation destination
- Increase intent to book a trip to Dripping Springs

**Media Plan**

Even though we expect the pandemic situation to be much better in the coming year, we will constantly monitor the pandemic situation, travel restrictions and consumer behaviors and optimize both our messaging and targeting to ensure that our campaign is relevant and effective at reaching people who are considering travel.

Our overall media approach will utilize a variety of tactics and strategies that will evolve throughout the year. The FY22 advertising program focuses primarily on a domestic campaign as it produces the greatest opportunity to reach potential vacation travelers efficiently, while delivering the highest awareness levels and largest return on ad spend.



### Domestic Target Market Demographics

- GenXers, HHI \$60K-\$100K with children under 18 in Household
- Affluent GenX Travel Enabled / Travel Intender HHI \$100K+
- Millennials, HHI \$40K+, Travel Enabled/Travel Intender
- Boomers, HHI \$60K - \$100K with no children
- Affluent Boomer Travel Enabled / Travel Intender HHI \$100K+

### Key Performance Indicators:

- Advertising awareness and intent to travel because of advertising and website exposure
- Advertising impact on perceptions of Dripping Springs as a vacation destination (“makes me want to visit DS”)
- Hotel bookings, hotel revenue generated because of the advertising and website (sales tax)
- Leads (engagement) generated by the marketing efforts (website visits, email sign-ups, conversion rate, video views, social media followers)
- Return on Investment (ROI)

### Public Relations

#### Objectives:

Position Dripping Springs as a safe, year-round travel destination by promoting the destination’s unique and on-trend attributes that cater to travelers eager to get out and explore.

- Generate impactful and positive local, regional, and national press coverage in target media outlets.
- Drive an increase in meaningful engagements across owned social media channels and elevate social content by utilizing industry best practices and month-over-month channel performance to guide content strategy.

#### Targets

Public Relations & Social Media programs will initially target Texans with a focus on travel-related safety measures and socially distant activities. Messaging will tap into the unique travel experiences that can be found right in our own backyard.

### Social Media Tactics

Primary social media platforms are Facebook, Instagram, Twitter, and Pinterest

#### Tactical elements include:

- Curated content highlighting our destinations and activities
- Large-scale interactive campaigns designed to drive consumer participation
- User Generated Content (UGC) engagement via Dripping Springs official hashtag, #DSTX.





## Dripping Springs Visitors Bureau/Destination Dripping Springs Scope of Work

Manage all the social media across four different platforms including Facebook, Instagram, Pinterest, and Twitter. Including content creation and scheduling for:

- Destination Dripping Springs
- Wedding Capital of Texas®
- Dripping with Taste®
- Dripping Springs Songwriters Festival

Manage the Destination Dripping Springs website that includes three subdomains:

- Dripping Springs Songwriters Festival
- Wedding Capital of Texas®
- Dripping with Taste®

Develop and implement search engine optimization (SEO) strategies by:

- coordinating and creating content
- design
- social media
  - including but not limited to blog content
  - keyword research,
  - optimizing website content
  - landing pages
  - collecting data and reporting on traffic, ranking, and other SEO aspects

Manage four different monthly e-newsletters with a combined contact list of over 7,000 people, including :

- Destination Dripping Springs general monthly newsletter
- Birds & Bloom, nature-based newsletter
- Wedding Capital of Texas® newsletter
- Dripping Springs Songwriters Festival newsletter

Create digital and social media display ads as well as print advertising for magazines and newspapers. Manage and monitor advertising campaigns.

Develop and coordinate event management of small and large-scale festivals, networking and educational meetings, wedding showcases, fundraising events, and trail passes.

Manage public relations: pitching stories to the media, preparing the media kit for the Community Digital Marketing program, write press releases, and field media questions.

Create content and work with publisher on the bi-annual *Dripping Springs Visitor's Guide*.

Support the Film Friendly Texas Community members by facilitating filming applications and locale information.

Support the Music Friendly Community program through facilitating a member directory and holding meetings with the Advisory Council to determine music industry needs in our area.

Continue to work with the Holiday Lighting program including:

- developing fundraisers
- instituting a community member design team

Staff the Visitors Center during normal work hours with DSVB personnel and/or volunteers in order to support tourism partners and Chamber of Commerce members. Staff support includes but not limited to opportunities for continued education and company benefits.

Maintain the Visitors Center as an inviting and informative location for guests.

Maintain good fiduciary records and HOT reports to the City of Dripping Springs.

Maintain an exemplary public presence in the community by having unbiased and supportive roles for other organizations.

Report to the DSVB board of directors on a quarterly basis.

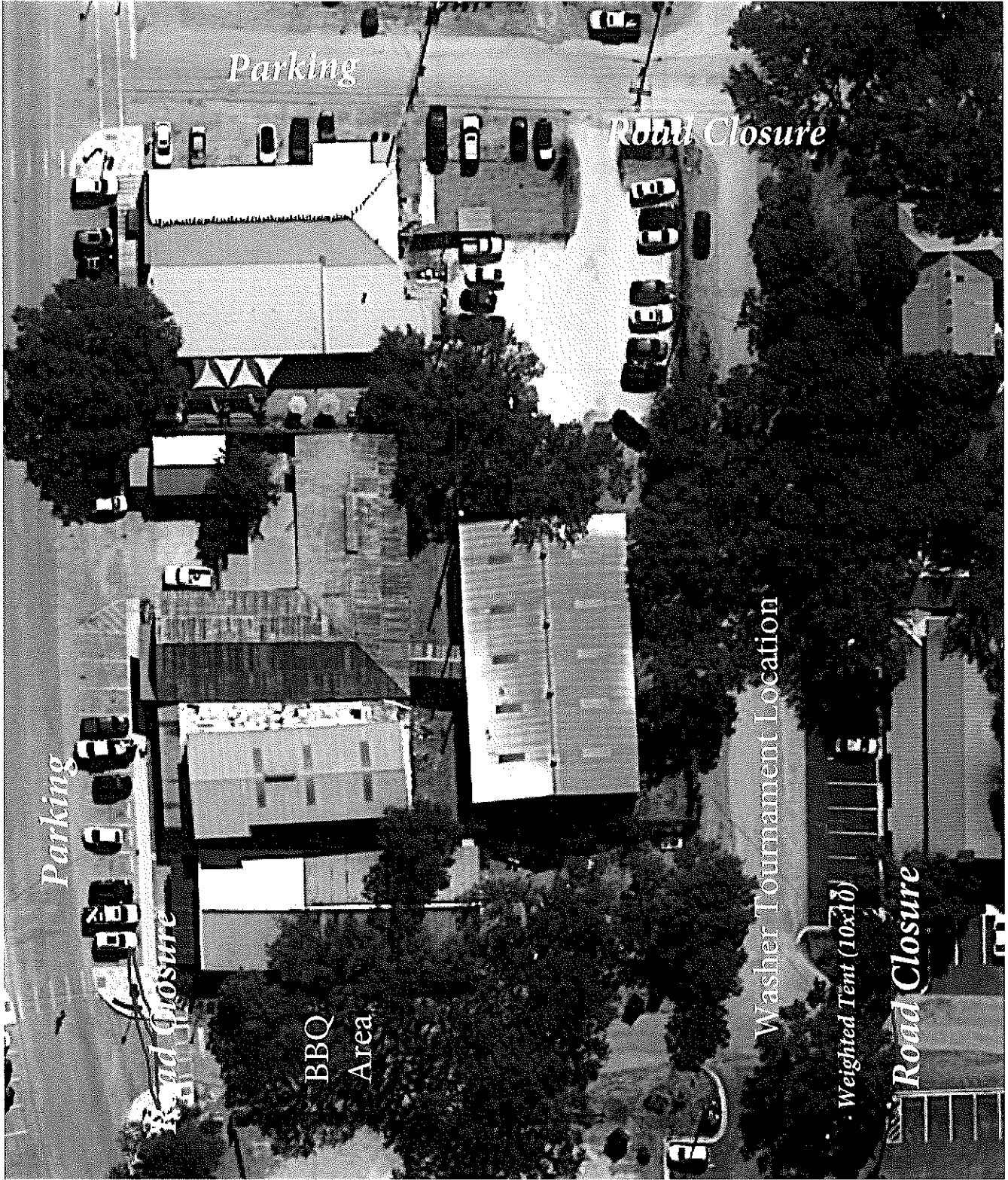
Work with City of Dripping Springs team and the Chamber of Commerce on mutually inclusive programs.

Work with other Hill Country members to develop a program for the 2024 total solar eclipse.

Search for new ways to keep Dripping Springs in the forefront of tourism activities.

Garbage receptacles will be spaced throughout.  
\*Assembly areas will be within the street closure.

2020 DSHS Baseball Booster Club Fund Raiser Washer Tournament





# Co-Sponsorship

## *Policy & Application*

### **I. Purpose**

The purpose of this Co-Sponsorship policy is to set forth guidelines and criteria governing the granting of City of Dripping Springs funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs. The City recognizes that Co-Sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. This co-sponsorship agreement is separate from a request for a grant of Local Hotel Occupancy Tax funds.

### **II. Goals and Objectives**

Co-Sponsorship of funds or in-kind services will be considered for special events, community projects or programs designed to accomplish one or more of the following goals and objectives:

- *Promote the City of Dripping Springs as a desirable place to live, visit and do business.*
- *Promote the City of Dripping Springs as a visitor destination and/or bring tourism- associated revenue to the City.*
- *Enhance the quality of life and wellbeing of some or all residents of the community.*
- *Advance the City's commitment to and pride in being a multicultural community.*
- *Promote the historic districts.*
- *Promote cultural and artistic awareness among the citizenry.*

The granting of City funds or in-kind support is evaluated according to the effectiveness and impact the particular special event, community project or program has on the community-at-large. Special attention is paid to Co-Sponsorships that promote the attractiveness of the City as a place to visit and/or live, celebrate the heritage of the City and its environs, and/or enrich the character and quality of life of its citizens.

Co-Sponsorship benefits may include:

- Up to 10% fee discount
- Banner on the Triangle or other city-owned property for specified number of days
- Required use of City Logo on marketing
- In kind donations from current city resources

Any Co-Sponsorship requesting benefits in excess of this amount must request a Donation Agreement with the City through the City Administrator.

### III. General Requirements, Eligibility Criteria and Conditions

The applicant for Co-Sponsorship of funds or in-kind services for special events, community projects or programs must meet all of the following requirements, eligibility criteria, and conditions:

1. The applicant must be a registered nonprofit corporation or 501(c)3 organization with tax-exempt status. Co-application with a nonprofit corporation will make an applicant eligible to apply for co-sponsorship.
2. The special event, community project, or program supports the aforementioned goals and objectives.
3. Event and promotion must take place within the City of Dripping Springs limits or extraterritorial jurisdiction. Some limited exceptions will be made. Reason(s) for not holding the proposed event or promotion in the City of Dripping Springs must be stated on the application. Exemption from this requirement will be provided on a case-by-case basis and will favor activity promoting the City of Dripping Springs as a desirable place to live, visit and do business in.
4. The recipient of Co-Sponsorship funds or in-kind services shall provide the City recognition as a sponsor in exchange for the funds or in-kind services in a method consistent with other sponsors. In no event shall the recognition for the City's funds or in-kind services be less than that provided to other sponsors who have contributed the same total financial or in-kind support.
5. The nonprofit corporation must be ready, willing, and able to enter a contractual agreement for Co-Sponsorship with the City and provide a certificate of liability insurance.
6. The nonprofit corporation must comply with all City ordinances if applicable, wherein standards and procedures for the issuance of special event permits or other requirements are set forth.
7. The nonprofit corporation will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition or any condition related thereto.
8. All co-sponsorship applications will be reviewed by City Administrator once the application is complete unless the application is for a co-sponsorship for the Dripping Springs Ranch Park and Event Center (DSRP). For the DSRP co-sponsorship applications, the DSRP Board shall review all co-sponsorship applications submitted for events at DSRP. The DSRP Board shall forward recommendations for co-sponsorship applications to the City Council. For non-DSRP co-sponsorship applications, the City Administrator's decision is final. The City will inform the applicant in writing whether an application has been approved or denied.



9. All packets must be submitted at least ninety (90) days prior to the event and shall include:
- a completed sponsorship application;
  - a cover letter describing how the event will benefit the City, its residents, and its visitors; and
  - a budget sheet that includes the expenses for which the sponsorship is requested. Filing of an application is not a guarantee that it will be approved.
10. Items that will be considered include:
- Benefit to the community.
  - Success of past events that included community involvement.
  - How the event complements or conflicts with current City programming and policies.
  - How the event aligns with the City's goals and objectives.



## Co- Sponsorship Application

SPONSORING ORGANIZATION NAME: Dripping Springs HS Baseball Booster Club

### APPLICANT

First Name: Troy

Last Name: Mayes

Contact Number: 5128442650

Email: tmayes95@gmail.com

Address: 100 Kensington Lane, Austin, Texas 78737

---

### EVENT

NAME: Annual Washer Tournament

START DATE/TIME: 02/12/22 1100am

END DATE/TIME: 02/12/22 600pm

ADDRESS: 381 Mercer Street, Dripping Springs (Hudson's)

ESTIMATED ATTENDANCE: 200

### EVENT DESCRIPTION

Dripping Springs HS Baseball Booster Club will be hosting the second annual washer tournament fundraiser event. The event will be held at Hudson's and the street closures will accommodate for the BBQ and washer tournament for approximately 100 teams.

WILL THIS EVENT BE OPEN TO ALL MEMBERS OF THE PUBLIC?

Yes  No

HAVE YOU PREVIOUSLY CO-SPONSORED WITH THE CITY OF DRIPPING SPRINGS?

Yes  No

WILL YOU NEED MARKETING ASSISTANCE FOR THIS EVENT?

Yes  No

WILL THE CITY LOGO BE USED FOR THIS EVENT?

Yes  No

WILL ADMISSION BE CHARGED?

Yes  No

WILL ANYTHING BE SOLD?

(Vendor permit may be required)

Yes  No

WILL YOU BE SERVING FOOD?

(Food permit may be required)

Yes  No

IS THE ORGANIZATION A REGISTERED NONPROFIT CORPORATION OR 501(c)3?

(Attach proof to Application)

Yes  No

DOES THE ORGANIZATION HAVE LIABILITY INSURANCE FOR THIS EVENT?

(Attach proof to Application)

Yes  No

IS A BUDGET SHEET THAT INCLUDES THE EXPENSES THE SPONSORSHIP IS REQUESTING INCLUDED WITH YOUR APPLICATION?

Yes  No

HOW WILL THE CITY BE RECOGNIZED AS A CO-SPONSOR?

Announcing with other sponsors at the event.

[Redacted area]

WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

Social media and banner at the "triangle".

[Redacted area]

WHAT IS THE PRIOR HISTORY OF THIS EVENT OR SIMILAR EVENTS THAT INCLUDED COMMUNITY INVOLVEMENT?

We have held this event in the past at the same location. We did not hold the event last year due to the COVID shutdown.

This event has been a huge success in the past years and many that attended felt like it was a great event to bring the community together.

PLEASE, CHOOSE ONE OR MORE OF THE FOLLOWING OPTIONS AND BRIEFLY EXPLAIN YOUR SELECTION(S) BELOW:

This Event

- Promotes the City as a desirable place to live, visit and do business.
- Promotes the City as a visitor destination and/or bring tourism- associated revenue to the City.
- Enhances the quality of life and wellbeing of some or all residents of the community.
- Advances the City's commitment to and pride in being a multicultural community. Promotes the historic districts.
- Promotes cultural and artistic awareness among the citizenry.



\*\*\*\*\*BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF\*\*\*\*\*

RECEIVED BY CITY DATE:

CITY ADMINISTRATOR:

DATE:  APPROVE  DENY

DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:

DATE:  APPROVE  DENY

CITY COUNCIL:

DATE:  APPROVE  DENY

## Sign Request Form

*THE CITY MUST BE A CO-SPONSOR OF AN EVENT OR SERVICE FOR A SIGN ADVERTISING IT TO BE DISPLAYED ON CITY PROPERTY. ATTACH THIS REQUEST TO THE CO-SPONSORSHIP APPLICATION.*

Banners shall not be more than 32 square feet in area and 6 feet in height.

Noncommercial signs and temporary signs shall not be more than 36 square feet in area and 6 feet in height.

Requirements for Banners to be displayed at The Triangle:

**Banner Width & Height: 4 feet tall by 8 feet wide**

**Banner Material and Grommets: vinyl with hemmed grommets every 2 feet**

**WIND SLITS ARE REQUIRED TO BE CUT IN BANNER TO ALLOW AIR FLOW. A BANNER WITHOUT WIND SLITS SHALL NOT BE DISPLAYED.**

Sign locations will be determined by the City, based on availability.

The City will install the sign.

The City is not responsible for damage caused to a sign.

---

NAME OF ENTITY: Dripping Springs HS Baseball Booster Club

NAME OF REPRESENTATIVE: Troy Mayes

MAILING ADDRESS: 100 Kensington Lane, Austin, Texas 78737

TELEPHONE NUMBER 5128442650

EMAIL ADDRESS: tmayes95@gmail.com

**DESCRIPTION OF EVENT OR SERVICE:**  
Dripping Springs HS Baseball Booster Club will be hosting the second annual washer tournament fundraiser event. The event will be held at Hudson's and the street closures will accommodate for the BBQ and washer tournament for approximately 100 teams.

DESCRIPTION OF INFORMATION TO BE DISPLAYED ON SIGN (ATTACH GRAPHIC TO APPLICATION):

The name of the event, date and time. Also has Dripping Springs HS Baseball.

SIGN DIMENSIONS AND HEIGHT: 4'x8'

SIGN MATERIALS:

Similar sign and size of sign used in years past.  
Vinyl

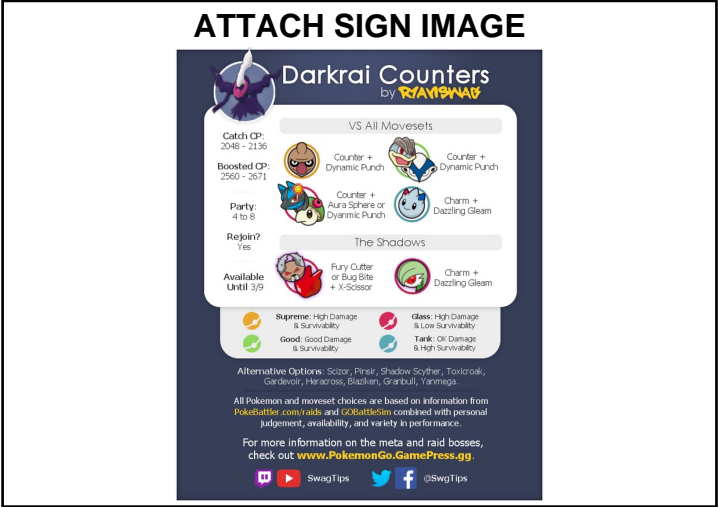
REQUESTED DATE FOR SIGN TO BE DISPLAYED: 01/12/2022

(No more than 30 days prior to event/service)

TYPE OF SIGN: BANNER  NONCOMMERCIAL  TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:

Triangle



\*\*\*\*\*BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF\*\*\*\*\*

RECEIVED BY CITY DATE:

CITY ADMINISTRATOR:

DATE: APPROVE  DENY



# TEMPORARY ROAD CLOSURE PERMIT APPLICATION

Date Application Submitted: 11/17/2021

Applicant Name/Organization: Dripping Springs HS Baseball Booster Club

Contact Person: Troy Mayes

Address: 100 Kensington Lane

City: Austin State: Texas Zip Code 78737

Phone Numbers: Primary Contact: 512-844-2650 Cell: \_\_\_\_\_

Email Address: tmayes95@gmail.com

Street(s) to be Closed Bluff Street and Wallace

From Bluff from Highway 290 To Mercer Street  
(intersection/block) (intersection/block)

From Wallace Street from Bluff To College Street  
(intersection/block) (intersection/block)

Requested date(s) and time(s) of closing:

From 9 : 00 am/pm on 02 / 12 / 2022 to 6 : 30 am/pm on 02 / 12 / 2022

Reason for Closing Dripping Springs HS Baseball Washer Tournament Fundraiser pedestrian

and participant safety

## STREET CLOSURE SUBMITTAL REQUIREMENTS

1. Temporary Street Closure Application
2. Detailed Engineered Traffic Control Plan
3. Notification to affected property owners, local Sheriff, Fire, and EMS, Dripping Springs Independent School District, Dripping Springs Water Supply Corporation, City of Dripping Springs Wastewater Operator, Pedernales Electric Cooperative, Verizon Wireless, Time Warner Cable, any other Utility Providers
4. Pay Associated Fee:
  - 13.12 – Temporary Public Right-of-Way Usage Permit Fee - \$50.00/day
  - 13.13 – Temporary Street Closure Permit Fee - \$250.00
  - 13.14 – Temporary Street Closure Permit Fee Extension - \$100.00
5. Proof of Liability Insurance Naming City as Additional Insured.
6. Approval of City Council



NOTICE: The Permit will become invalid on the expiration date noted on the permit. If an extension is necessary, the request, along with a Permit Extension Fee of \$100.00 must be submitted ten days prior to the expiration date or this permit will become invalid and a Stop Work Order may be placed on the project.

By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:

*Tony Mayer*

Applicant Signature

11/17/21

Date

*For Office Use Only*

Total Fee: \_\_\_\_\_

Form of Payment:  Cash  Check Check Number: \_\_\_\_\_  Credit Card \_\_\_\_\_

Date Payment Received: \_\_\_\_\_

Payment Processed By: \_\_\_\_\_



*Temporary Road Closure Permit*



Council Approved Date: \_\_\_\_\_

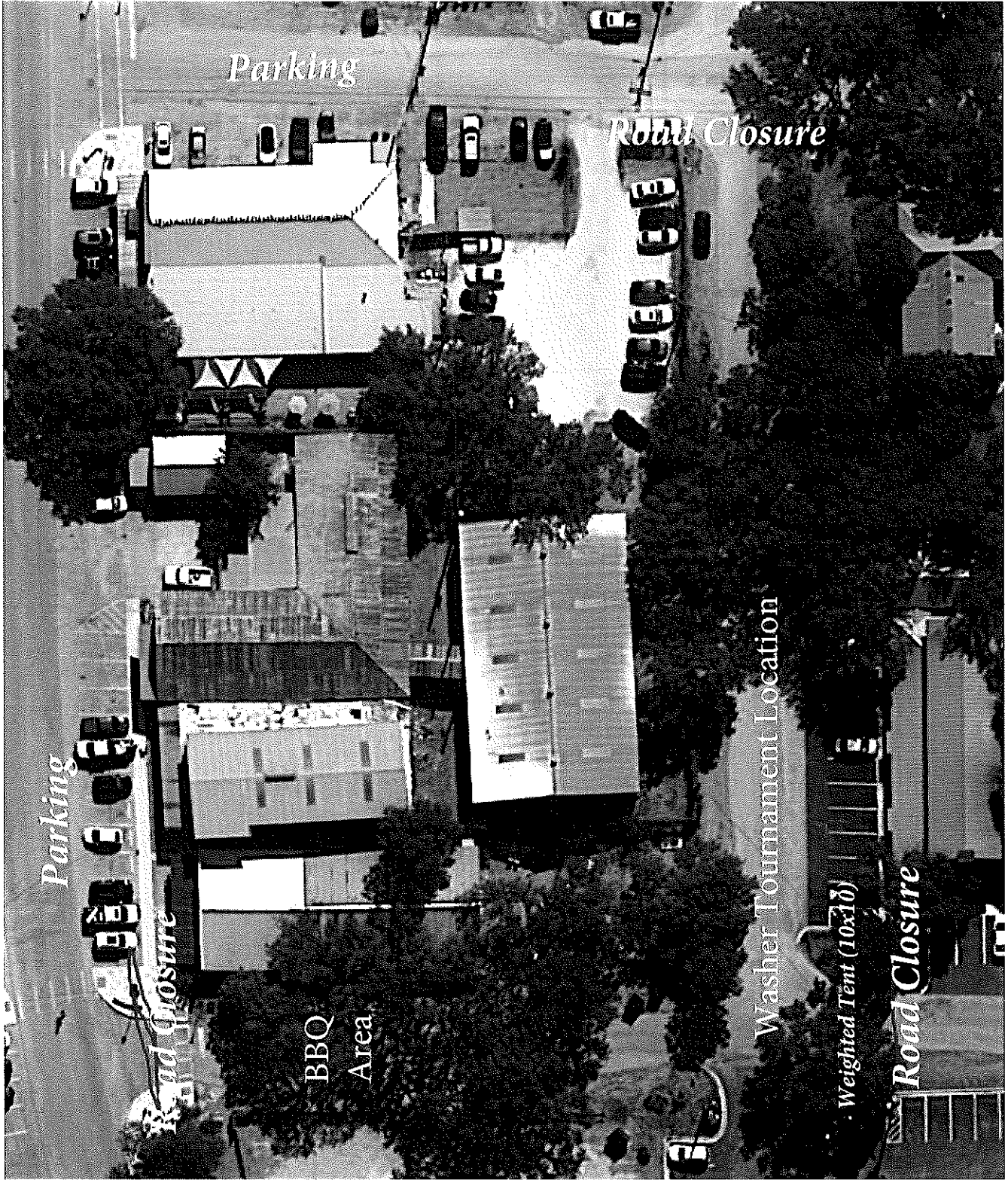
Date of Permit: \_\_\_\_\_

Type of Permit: \_\_\_\_\_

~ City of Dripping Springs – PO Box 384 – 511 Mercer Street ~  
512-858-4725

Garbage receptacles will be spaced throughout.  
\*Assembly areas will be within the street closure.

2020 DSHS Baseball Booster Club Fund Raiser Washer Tournament





# Co-Sponsorship

## *Policy & Application*

### **I. Purpose**

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- Up to 10% fee discount
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- Required use of City Logo on marketing
- In kind donations from current city resources

Any Co-Sponsorship requesting benefits in excess of this amount must request a Donation Agreement with the City through the City Administrator.

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- Benefit to the community.
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  - How the event complements or conflicts with current City programming and policies.
  - How the event aligns with the City's goals and objectives.

*Co- Sponsorship Application*

SPONSORING ORGANIZATION NAME: Dripping Springs HS Baseball Booster Club

APPLICANT

First Name: Troy

Last Name: Mayes

Contact Number: 5128442650

Email: tmayes95@gmail.com

Address: 100 Kensington Lane, Austin, Texas 78737

EVENT

NAME: Annual Washer Tournament

START DATE/TIME: 02/12/22 1100am

END DATE/TIME: 02/12/22 600pm

ADDRESS: 381 Mercer Street, Dripping Springs (Hudson's)

ESTIMATED ATTENDANCE: 200

EVENT DESCRIPTION

Dripping Springs HS Baseball Booster Club will be hosting the second annual washer tournament fundraiser event. The event will be held at Hudson's and the street closures will accommodate for the BBQ and washer tournament for approximately 100 teams.



WILL THIS EVENT BE OPEN TO ALL MEMBERS OF THE PUBLIC?

Yes  No

HAVE YOU PREVIOUSLY CO-SPONSORED WITH THE CITY OF DRIPPING SPRINGS?

Yes  No

WILL YOU NEED MARKETING ASSISTANCE FOR THIS EVENT?

Yes  No

WILL THE CITY LOGO BE USED FOR THIS EVENT?

Yes  No

WILL ADMISSION BE CHARGED?

Yes  No

WILL ANYTHING BE SOLD?

(Vendor permit may be required)

Yes  No

WILL YOU BE SERVING FOOD?

(Food permit may be required)

Yes  No

IS THE ORGANIZATION A REGISTERED NONPROFIT CORPORATION OR 501(c)3?

(Attach proof to Application)

Yes  No

DOES THE ORGANIZATION HAVE LIABILITY INSURANCE FOR THIS EVENT?

(Attach proof to Application)

Yes  No

IS A BUDGET SHEET THAT INCLUDES THE EXPENSES THE SPONSORSHIP IS REQUESTING INCLUDED WITH YOUR APPLICATION?

Yes  No

HOW WILL THE CITY BE RECOGNIZED AS A CO-SPONSOR?

Announcing with other sponsors at the event.

[Redacted area]

WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

Social media and banner at the "triangle".

[Redacted area]

WHAT IS THE PRIOR HISTORY OF THIS EVENT OR SIMILAR EVENTS THAT INCLUDED COMMUNITY INVOLVEMENT?

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This event has been a huge success in the past years and many that attended felt like it was a great event to bring the community together.

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- Promotes cultural and artistic awareness among the citizenry.



\*\*\*\*\*BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF\*\*\*\*\*

RECEIVED BY CITY DATE:

CITY ADMINISTRATOR:

DATE:  APPROVE  DENY

DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:

DATE:  APPROVE  DENY

CITY COUNCIL:

DATE:  APPROVE  DENY

## Sign Request Form

*THE CITY MUST BE A CO-SPONSOR OF AN EVENT OR SERVICE FOR A SIGN ADVERTISING IT TO BE DISPLAYED ON CITY PROPERTY. ATTACH THIS REQUEST TO THE CO-SPONSORSHIP APPLICATION.*

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Noncommercial signs and temporary signs shall not be more than 36 square feet in area and 6 feet in height.

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**Banner Width & Height: 4 feet tall by 8 feet wide**

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**WIND SLITS ARE REQUIRED TO BE CUT IN BANNER TO ALLOW AIR FLOW. A BANNER WITHOUT WIND SLITS SHALL NOT BE DISPLAYED.**

Sign locations will be determined by the City, based on availability.

The City will install the sign.

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NAME OF ENTITY: Dripping Springs HS Baseball Booster Club

NAME OF REPRESENTATIVE: Troy Mayes

MAILING ADDRESS: 100 Kensington Lane, Austin, Texas 78737

TELEPHONE NUMBER 5128442650

EMAIL ADDRESS: tmayes95@gmail.com

**DESCRIPTION OF EVENT OR SERVICE:**  
Dripping Springs HS Baseball Booster Club will be hosting the second annual washer tournament fundraiser event. The event will be held at Hudson's and the street closures will accommodate for the BBQ and washer tournament for approximately 100 teams.

DESCRIPTION OF INFORMATION TO BE DISPLAYED ON SIGN (ATTACH GRAPHIC TO APPLICATION):

The name of the event, date and time. Also has Dripping Springs HS Baseball.

SIGN DIMENSIONS AND HEIGHT: 4'x8'

SIGN MATERIALS:

Similar sign and size of sign used in years past.  
Vinyl

REQUESTED DATE FOR SIGN TO BE DISPLAYED: 01/12/2022  
(No more than 30 days prior to event/service)

TYPE OF SIGN: BANNER  NONCOMMERCIAL  TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:

Triangle



\*\*\*\*\*BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF\*\*\*\*\*

RECEIVED BY CITY DATE:

CITY ADMINISTRATOR:

DATE: APPROVE  DENY



# TEMPORARY ROAD CLOSURE PERMIT APPLICATION

Date Application Submitted: 11/17/2021

Applicant Name/Organization: Dripping Springs HS Baseball Booster Club

Contact Person: Troy Mayes

Address: 100 Kensington Lane

City: Austin State: Texas Zip Code 78737

Phone Numbers: Primary Contact: 512-844-2650 Cell: \_\_\_\_\_

Email Address: tmayes95@gmail.com

Street(s) to be Closed Bluff Street and Wallace

From Bluff from Highway 290 To Mercer Street  
(intersection/block) (intersection/block)

From Wallace Street from Bluff To College Street  
(intersection/block) (intersection/block)

Requested date(s) and time(s) of closing:

From 9 : 00 am/pm on 02 / 12 / 2022 to 6 : 30 am/pm on 02 / 12 / 2022

Reason for Closing Dripping Springs HS Baseball Washer Tournament Fundraiser pedestrian

and participant safety

## STREET CLOSURE SUBMITTAL REQUIREMENTS

1. Temporary Street Closure Application
2. Detailed Engineered Traffic Control Plan
3. Notification to affected property owners, local Sheriff, Fire, and EMS, Dripping Springs Independent School District, Dripping Springs Water Supply Corporation, City of Dripping Springs Wastewater Operator, Pedernales Electric Cooperative, Verizon Wireless, Time Warner Cable, any other Utility Providers
4. Pay Associated Fee:
  - 13.12 – Temporary Public Right-of-Way Usage Permit Fee - \$50.00/day
  - 13.13 – Temporary Street Closure Permit Fee - \$250.00
  - 13.14 – Temporary Street Closure Permit Fee Extension - \$100.00
5. Proof of Liability Insurance Naming City as Additional Insured.
6. Approval of City Council

NOTICE: The Permit will become invalid on the expiration date noted on the permit. If an extension is necessary, the request, along with a Permit Extension Fee of \$100.00 must be submitted ten days prior to the expiration date or this permit will become invalid and a Stop Work Order may be placed on the project.

By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:

*Tony Mayer*

Applicant Signature

11/17/21

Date

*For Office Use Only*

Total Fee: \_\_\_\_\_

Form of Payment:  Cash  Check Check Number: \_\_\_\_\_  Credit Card \_\_\_\_\_

Date Payment Received: \_\_\_\_\_

Payment Processed By: \_\_\_\_\_



*Temporary Road Closure Permit*



Council Approved Date: \_\_\_\_\_

Date of Permit: \_\_\_\_\_

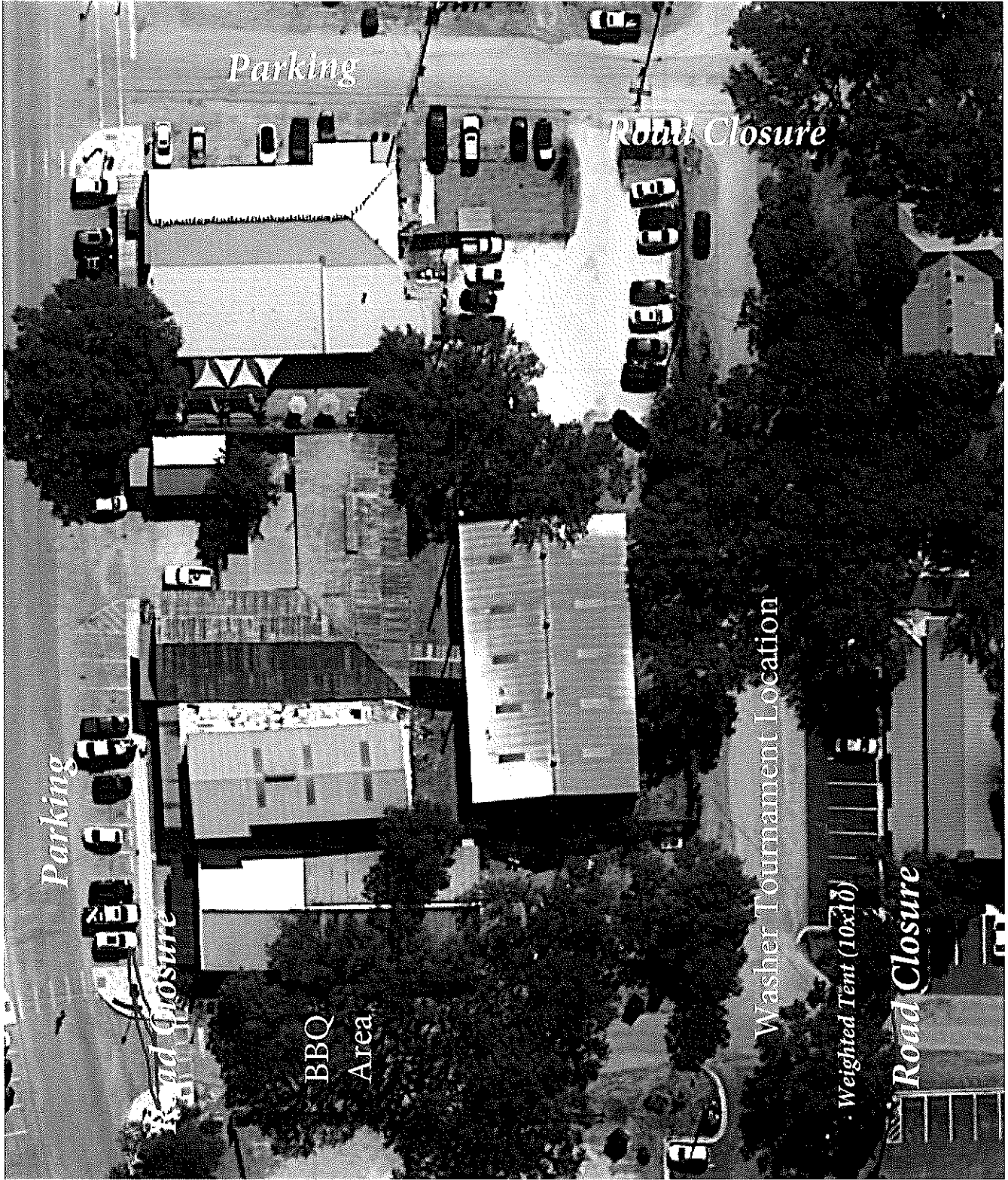
Type of Permit: \_\_\_\_\_

~ City of Dripping Springs – PO Box 384 – 511 Mercer Street ~  
512-858-4725



Garbage receptacles will be spaced throughout.  
\*Assembly areas will be within the street closure.

2020 DSHS Baseball Booster Club Fund Raiser Washer Tournament





**DRIPPING SPRINGS**  
Texas

Item # 15.

City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

**CONDITIONAL USE PERMIT APPLICATION**

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

NEW APPLICATION     EXTENSION OF A PREVIOUSLY APPROVED CUP

**CONTACT INFORMATION**

PROPERTY OWNER NAME TODD LARSEN / BEUCE WILKACE  
STREET ADDRESS 106 BONNIE RD  
CITY DRIPPING SPRINGS STATE TX ZIP CODE 78620  
PHONE 512.496.2002 EMAIL TODD@GOSPORTSGROUP.COM

APPLICANT NAME TODD LARSEN  
COMPANY GREAT OUTDOORS LIVING / HOMEOWNER  
STREET ADDRESS 16708 POST OAK GLEN  
CITY AUSTIN STATE TX ZIP CODE 78737  
PHONE 512.496.2002 EMAIL TODD@GOSPORTSGROUP.COM

| PROPERTY INFORMATION   |   |
|--|---|
| PROPERTY OWNER NAME  | BRUCE WILCOX / TODD LARSEN  |
| PROPERTY ADDRESS   | 106 BONNIE DR DRIPPING SPRINGS, TX 78620  |
| CURRENT LEGAL DESCRIPTION                                      | LOT 31 BLOCK A DRIPPING SPRINGS HEIGHTS   |
| TAX ID#  | 120506  |
| LOCATED IN   | <input checked="" type="checkbox"/> CITY LIMITS<br><input type="checkbox"/> EXTRATERRITORIAL JURISDICTION |
| CURRENT ZONING   | SF-1  |
| PROPOSED USE   | SF-1  |
| REASON FOR REQUEST<br><i>(Attach extra sheet if necessary)</i> | GUEST HOUSE ADDITION TO PROPERTY<br>W/SEPARATE SEPTIC   |

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

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

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

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



**APPLICANT'S SIGNATURE**

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Todo Larsen 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. \_\_\_\_\_.)

Todo Larsen  
Name

owner/partner  
Title

STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,

201\_\_ by \_\_\_\_\_.

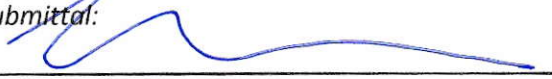
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant

**CONDITIONAL USE PERMIT 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

11/15/21  
 Date

**CHECKLIST**

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

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



**BILLING CONTACT FORM**

Project Name: 106 BONNIE RD GUEST/FAMILY HOUSE

Project Address: 106 BONNIE RD DRIPPING SPRINGS, TX 78620

Project Applicant Name: TODD LARSEN

**Billing Contact Information**

Name: TODD LARSEN

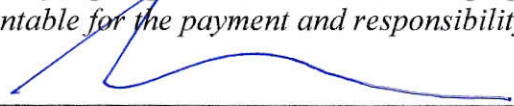
Mailing Address: 16708 POST OAK GLN  
AUSTIN, TX 78737

Email: TODD@GOSPORTSGROUP.COM Phone Number: 512.496.2002

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

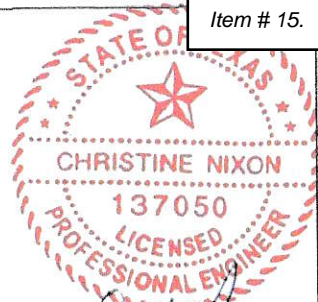
- |  |   |
|--|---|
| <input type="checkbox"/> Alternative Standard              | <input type="checkbox"/> Special Exception                          |
| <input type="checkbox"/> Certificate of Appropriateness    | <input type="checkbox"/> Street Closure Permit                      |
| <input checked="" 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>GUEST HOUSE PERMIT</u> |

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

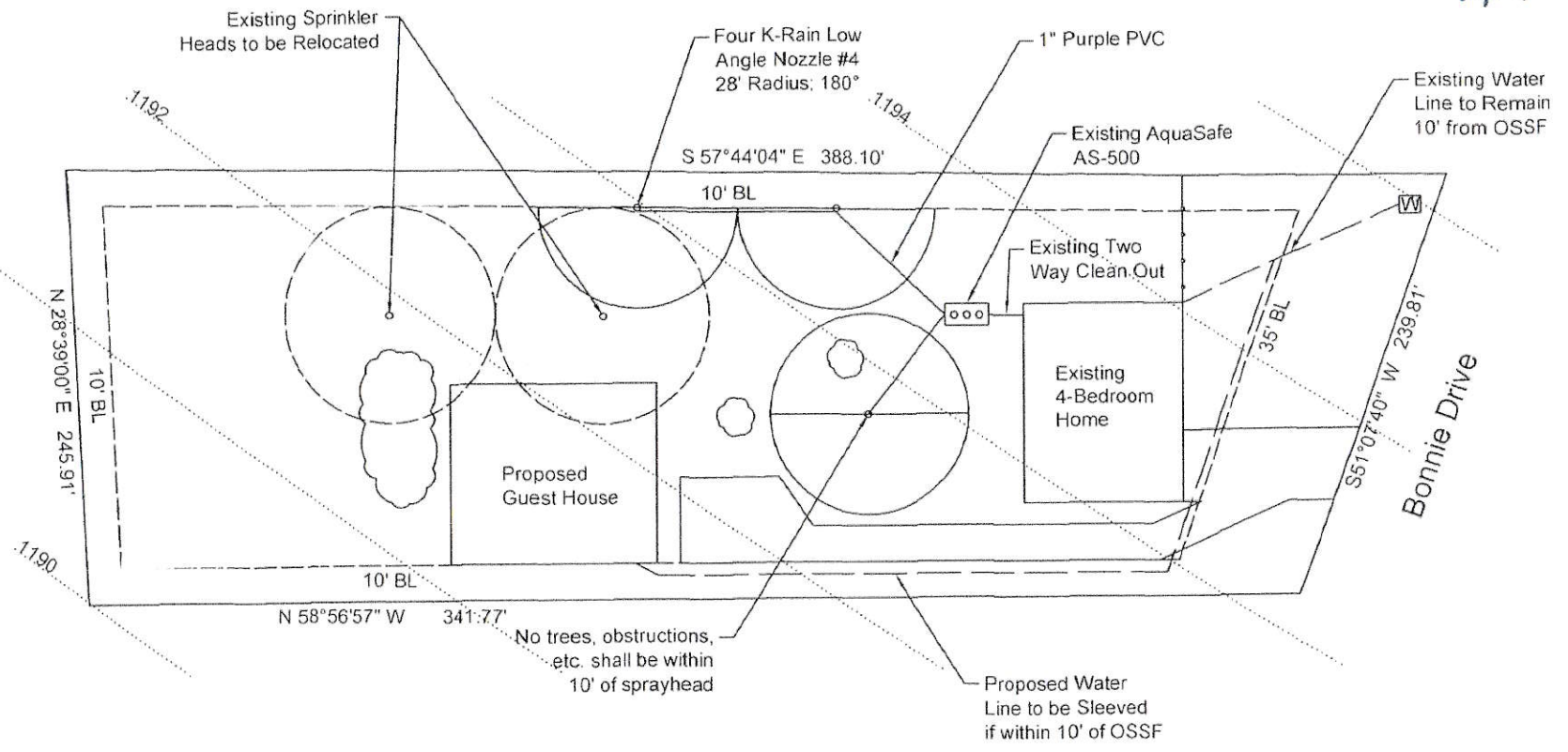
  
Signature of Applicant

11/15/21  
Date





*Christine Nixon*  
11/11/21



|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Date 11/11/2021  
 Drawn by Christine Nixon  
 Client Todd Larsen

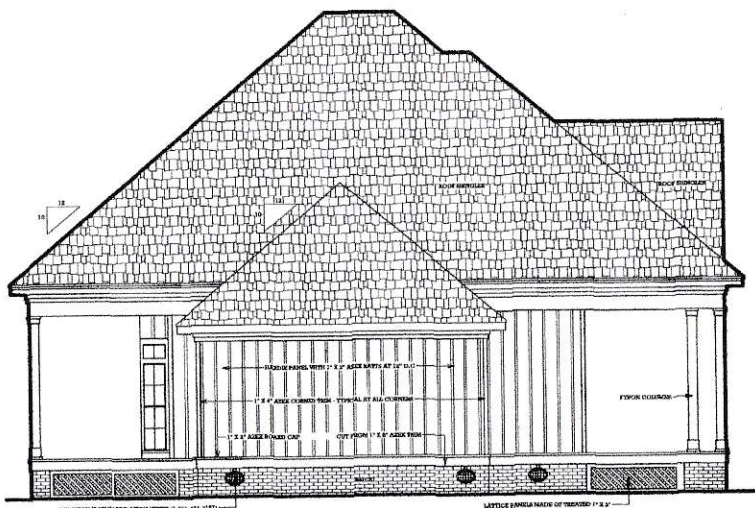
Burrier Engineering

106 Bonnie Dripping Springs, TX Hays Co  
 Scale: 1" = 50'

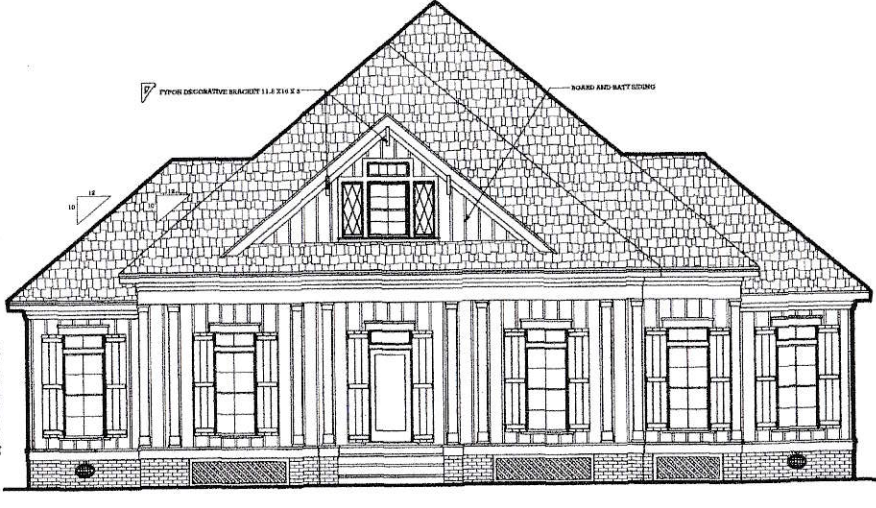
A  
 B  
 C  
 D

BRELAND AND FARMER DESIGNERS, INC.  
 DIMENSIONS AND CONDITIONS TO BE VERIFIED BY CONTRACTOR. COPYRIGHT BY BRELAND AND FARMER DESIGNERS, INC.

DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 REVIEWED: \_\_\_\_\_  
 PLAN NUMBER: 1637-5

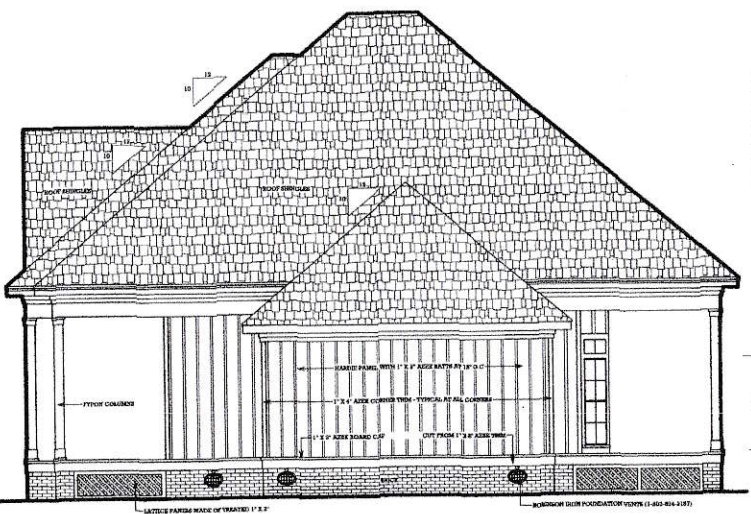


LEFT SIDE ELEVATION

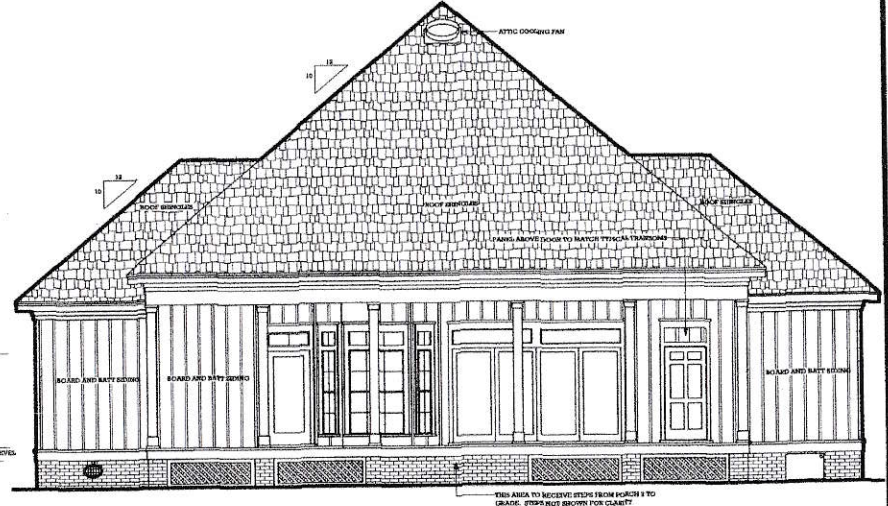
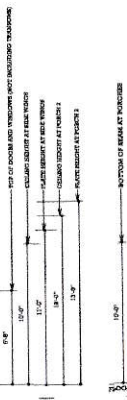


FRONT ELEVATION

NOTE: ALL ELEVATIONS ARE DRAWN TO 3/4\"/>



RIGHT SIDE ELEVATION



REAR ELEVATION











# Planning and Zoning Commission Planning Department Staff Report

Item # 15.

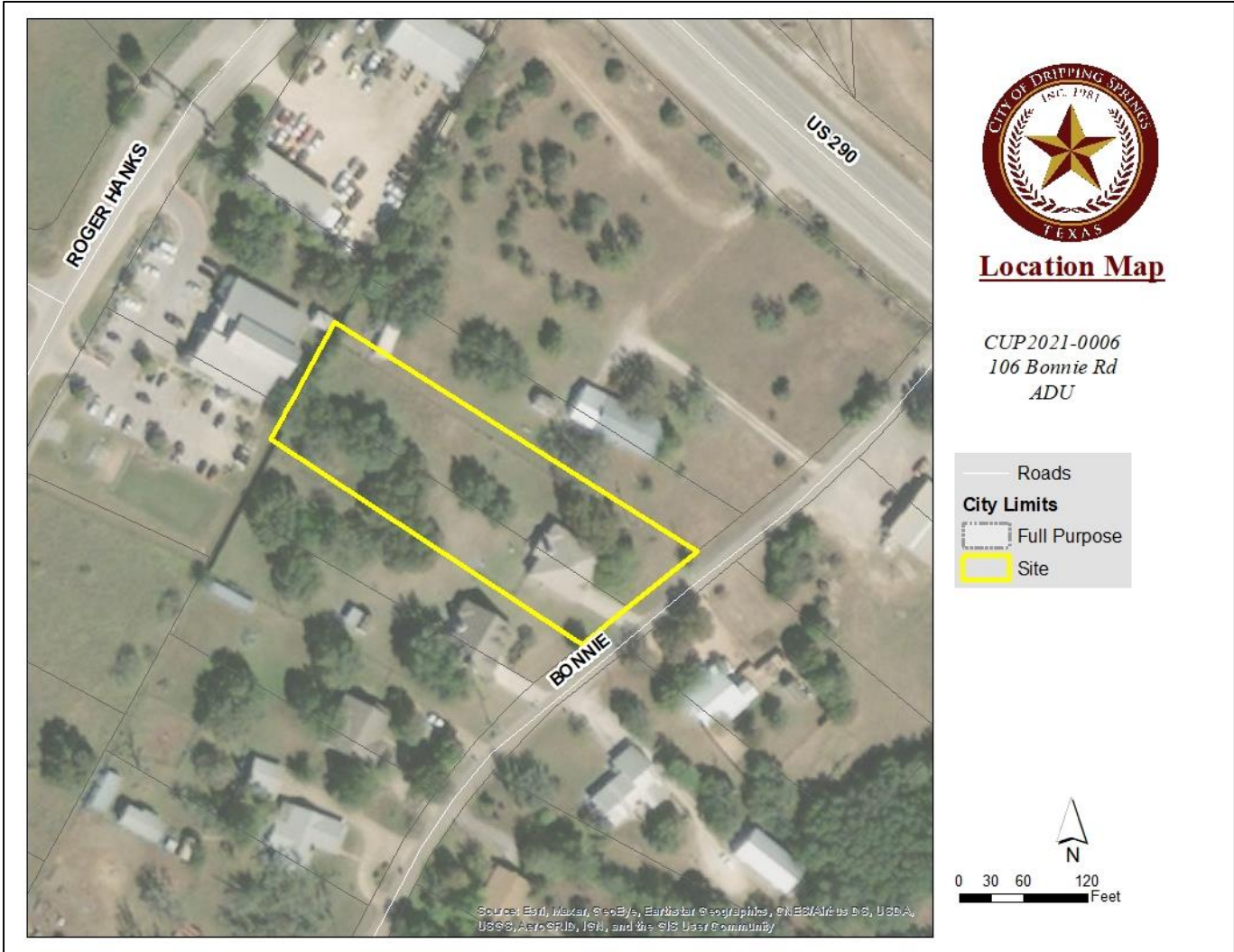
**City Council:** January 18, 2021  
**Project No:** CUP2021-0006  
**Project Planner:** Tory Carpenter, Senior Planner

### Item Details

**Project Name:** 106 Bonnie Drive Accessory Dwelling Unit  
**Property Location:** 106 Bonnie Drive, Dripping Springs, Texas 78620  
**Legal Description:** Lot 31 Block A Dripping Springs Heights  
**Applicant:** Todd Larsen / Bruce Wallace  
**Property Owner:** Meadow Oaks Ranch LLC  
**Request:** Conditional use permit for an accessory dwelling unit

### Staff Recommendation:

**Staff recommends approval of the CUP, subject to conditions as outlined in the staff report.**



**Background**

Ch. 30 Exhibit A § 1.6 of the Development Code defines the following:

- **Accessory dwelling:** A secondary living space that is on-site with a primary living space and that may be contained within the space structure as the primary, or may be contained in a separate structure. Occupants of secondary living spaces typically include a caretaker, servant, or farm worker employed by the owner/occupant, or a guest or family member of the owner/occupant.
- **SF-1 Single-Family Residential District:** A zoning district intended to provide for development on low-density, detached, single-family residences on lots of at least one (1) acre in size.

**Planning & Zoning Commission**

At their December 28, 2021 meeting, the Planning & Zoning Commission voted unanimously to recommend approval of this request.

**Overview**

There is an existing ≈ 2,000 square foot, 4 bedroom home on the property. This home is served by an existing on-site septic system.

The applicant is proposing the construction of a ≈ 1,600 square foot, 3 bedroom accessory dwelling unit on the property. The applicant intends to install a separate septic system for the accessory dwelling unit.

**SF-1 Code Requirements**

|                    | <b>Code requirement</b>   |
|--------------------|---|
| Front Setback      | Twenty-five feet (25')  |
| Rear Setback       | Twenty-five feet (25')  |
| Side Setback       | Total of forty (40) feet combining both side yards with a minimum of fifteen feet (15') on either side.   |
| Setback for Garage | Side-Entry Garages: Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of twenty-five feet (25') from the door face of the garage or carport to the side property line for maneuvering. |
| Height             | Accessory Building(s): Maximum twenty-five feet (25') for other accessory buildings, including a detached garage or accessory dwelling units.   |
| Impervious Cover   | Thirty Percent (30%)  |

**Table 1 Code Requirements**

The applicant will need to provide two off-street parking spaces for the ADU, in addition to the two off-street parking spaces required for the primary structure, as written in the Code per:

**Chapter 30 Exhibit A: §5.6 - Parking based on use**

5.6.1 Residential

- (a) Single-family residential including SF-1, SF-2, SF-3 and SF-4: Two per dwelling unit



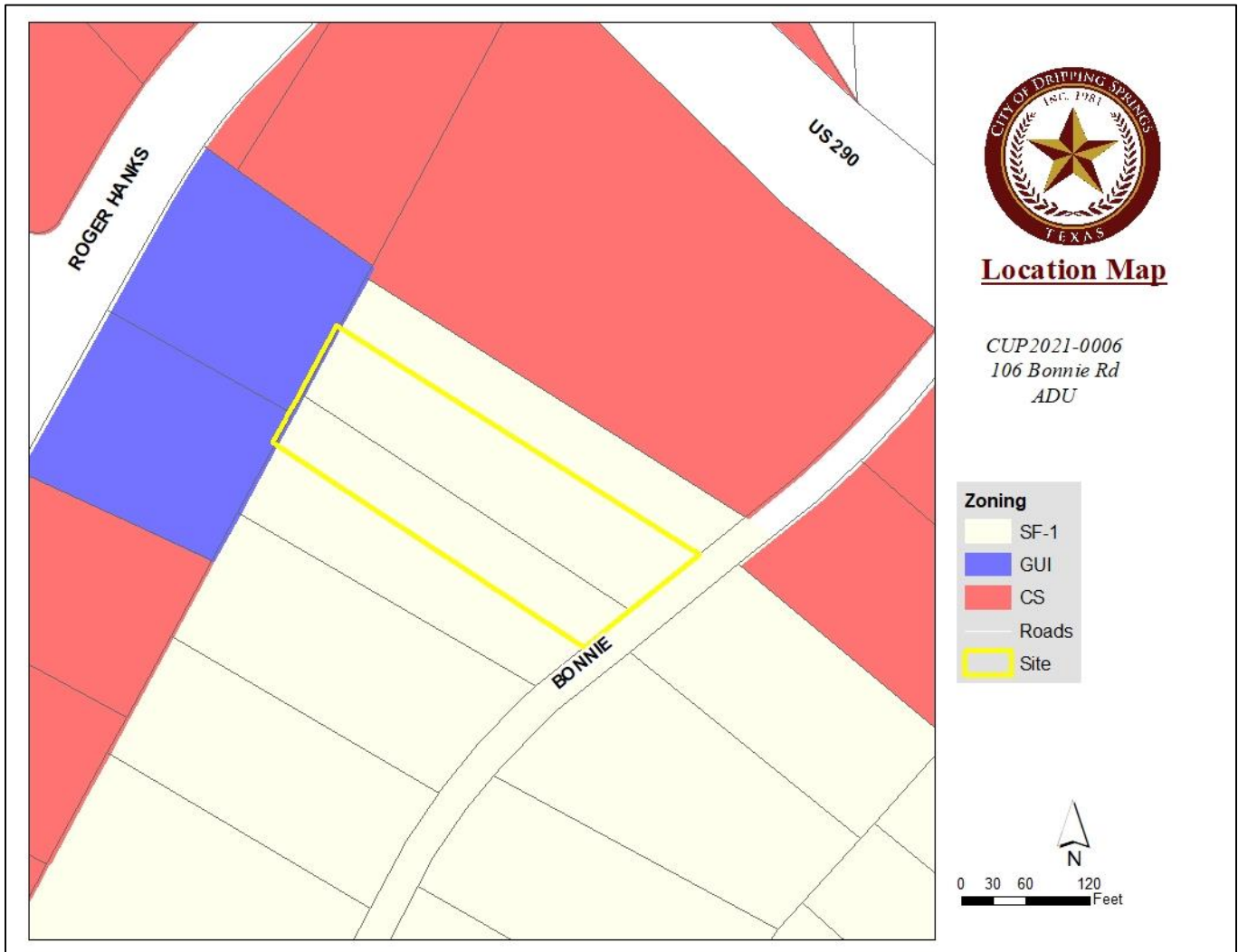
The Accessory Dwelling Unit will connect to utilities as outlined:

Water: Dripping Springs Water Supply Corp. (DSWSC). The structure would connect into existing 1” Water Line that services the primary structure.

Wastewater: Proposed ADU will install a new septic system.

Electricity: Pedernales Electric Cooperative, Inc. (PEC)

**Surrounding Properties**



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

| Direction | Zoning District                                 | Existing Use              | Comprehensive Plan  |
|-----------|---|---------------------------|---|
| North     | Commercial Services (CS)                        | Single family residential | The property is located on the edge of a mixed-use activity center on the Future Land Use Map |
| East      | Single- Family Residential – Low Density (SF-1) | Single family residential |   |
| South     | Single- Family Residential – Low Density (SF-1) | Single Family Residential |   |
| West      | Government, Utility, Institutional (GUI)        | Hays County Tax Office    |   |

**Approval Criteria for Conditional Use Permit Review (3.17.6-Zoning Ordinance)**

| Approval Criteria   | Staff Comments  |
|---|---|
| 1. The proposed use at the specified location is consistent with the policies embodied in the Comprehensive Plan;   | The Compressive Plan addresses accessory dwelling units in the Comprehensive Plan Goal 3.1. ADUs are an option for supporting housing options in Dripping Springs.    |
| 2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;  | The subject property is zoned Single-family Residential District – Low Density (SF-1). Accessory dwelling units are a listed conditional use in this zoning district. |
| 3. The proposed use meets all supplemental standards specifically applicable to the use, as established in the Development Standards, Section 5;  | The ADU will be required to meet all development standards.   |
| 4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods, and (as required by the particular circumstances) includes improvements or modifications (either on-site or within the public rights-of-way) to mitigate development-related adverse impacts, including but not limited to the following: |   |
| a. Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;  | Yes.  |
| b. Off-street parking areas, loading areas, and pavement type;  | The accessory dwelling unit will have adequate parking. Open air off-street parking will be provided.   |
| c. Refuse and service areas;  | Adequate  |
| d. Utilities with reference to location, availability, and compatibility;   | Adequate  |
| e. Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses;  | There will be no new permanent fencing with this additional structure. Any existing fencing will remain.  |
| f. Control of signs, if any;  | N/A   |
| g. Control of exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;  | Lighting for the new structure will match the current house structure in accordance with city codes.  |
| h. Required yards and open space;   | The ADU will have access to the open space and yard of the main dwelling per the attached survey  |
| i. Height and bulk of structures;   | The ADU will match the proposed elevations  |

|   |  |
|---|--|
|   |  |
| j. Hours of operation;  | N/A  |
| k. Exterior construction material, building design, and building facade treatment;  | The structure uses a variety of building materials.  |
| l. Roadway adjustments, traffic-control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets; and | N/A  |
| m. Provision for pedestrian access/amenities/areas;   | N/A  |
| 5. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity; and,   | The use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity. |
| 6. Noise;   | N/A  |
| 7. Odors; and   | N/A  |
| 8. Dust.  | N/A  |

**Summary**

Staff finds that the inclusion of an ADU is compliant with the vision of the *Comprehensive Plan 2016* which was adopted by the City Council on November 15, 2016. The *Comprehensive Plan 2016* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant’s request. The proposed ADU request meets the below goals and objectives of the Comprehensive Plan.

*Chapter 3: Livability / Quality of Life*

*§ 3.1: Support housing options in Dripping Springs*

“Accessory dwelling units (ADUs) are another opportunity to incorporate lower cost housing options into the existing fabric of the community. These units provide an option for older residents who want to downsize but remain in Dripping Springs or young couples just starting out. They also provide an option for homeowners who may want or need extra income, allowing them to remain in their homes by providing supplemental income. It will be important to explore best practices from other communities and establish a policy that reflects the values of Dripping Springs and protects neighborhood integrity for existing residents.”

Staff recommends **approval of the CUP, subject to the following conditions:**

Based on the proposed land use, compatibility with surrounding properties, and the Comprehensive Plan, **staff recommends the following conditions:**

1. **Time Limit: The CUP does not expire.**
2. **A minimum of two off-street parking spaces for the Accessory Dwelling Unit must be provided in addition to any other parking requirements.**
3. **The Accessory Dwelling Unit may not be sold separately from the primary structure.**

The below is an excerpt of the Code for the procedures that P&Z should take for CUPs:

**Chapter 30 Exhibit A: §3.17 – Conditional Use Permit (CUP)**

*3.17.5 Procedures for CUPs*

(b) City council action: The city council shall be the final decision-maker on applications for CUPs. Following a public hearing, and in consideration of the P&Z's recommendations, the city council shall approve, modify or deny the proposal for a CUP. If the appropriateness of the use cannot be assured at the location, the application for CUP shall be denied as being incompatible with existing uses or with other uses permitted by right in the district.

**Public Notification**

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the request.

**Attachments**

Attachment 1 – Conditional Use Permit Application

Attachment 2 – Proposed Site Plan, Example Elevations, Floor Plans

|                             |  |
|-----------------------------|--|
| Recommended Action:         | Recommend approval of the requested Conditional Use Permit, with staff and any additional conditions deemed necessary by the Commission. |
| Alternatives/Options:       | Recommend denial of the Conditional Use Permit; recommend approval of the Conditional Use Permit with no, or alternate, conditions.      |
| Budget/Financial Impact:    | None calculated at this time.  |
| Public Comments:            | None at this time  |
| Enforcement Issues:         | N/A  |
| Comprehensive Plan Element: | 3.1 - Livability / Quality of Life<br>Support housing options in Dripping Springs  |



# City of Dripping Springs **PERSONNEL MANUAL**



*Procedures*

*Telecommuting*

*Social Media*

*Benefits*

*Compensation*

*Holidays & Vacations*

*Safety*

*Emails*

*Equipment*

*Effective as amended April 20, 2021*

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## SECTION 1: INTRODUCTION

### 1.01 Policies Established

These policies and all amendments hereto shall be the official personnel policies of the City. The City retains the right to unilaterally change policies in this Manual and will advise employees of those changes. All prior policies are hereby repealed.

### 1.02 Purpose

This Manual is adopted by the City Council as a guidance document, not a contract. Through this Manual, the City Council strives to bring uniformity, consistency, and fairness to its employment practices.

### 1.03 Applicability

These policies apply to all City employees, except where inconsistent with state law, federal law, City ordinance, or the particular instrument hiring a specific employee. In the event of such inconsistency, the state or federal law or ordinance shall prevail.

### 1.04 Objectives

The City seeks to achieve these objectives through the systematic, uniform application of modern personnel practices. The City's personnel policies strive to:

- (a) promote and increase productivity, efficiency, and responsiveness to the public, and economy in the City service;
- (b) provide fair and equal opportunity for qualified persons to enter and progress in the City's service in a manner based on merit and fitness;
- (c) maintain recruitment, advancement, and other practices to enhance the attractiveness of a City career;
- (d) develop and maintain consistent, up-to-date position classifications and compensation plans;
- (e) develop high morale among City employees by fostering good working relationships, and by providing uniform personnel policies, opportunity for advancement, and consideration of employee needs and desires;
- (f) retain employees on the basis of the adequacy of their performance, correct inadequate performance, and separate employees whose inadequate performance cannot be corrected; and
- (g) assure that employees are protected against coercion for partisan political purposes and are prohibited from using their positions with the City for the purpose of interfering with or affecting the results of any kind of official election.

**1.05 At-Will**

- (a) All employees of the City serve at-will.
- (b) These policies and the benefits described herein do not constitute a contract of employment or a contract between the City and any employee to provide any benefit. Nothing contained herein shall create an entitlement to, or property interest in, continued employment with the City.
- (c) The City may alter, modify, amend, or terminate any of the policies or benefits set forth herein at any time, with or without notice. Notwithstanding any statement contained in these policies, or in any other document or statement issued by the City or any of its representatives to the contrary, the City shall have the right to terminate any employee from employment with the City, at any time, with or without cause, subject to state and federal law.

**1.06 Dissemination**

The City shall make every effort to thoroughly acquaint employees with the materials in these personnel policies and any subsequent revision. Copies of these policies and all amendments shall be furnished to each employee. Notwithstanding the foregoing, it is each employee's responsibility to become familiar with the contents of these policies, and to ask questions when necessary, for a full understanding.

**1.07 City Administrator**

The term "City Administrator" as used in this Manual includes the City Administrator, Deputy City Administrator, and others specifically designated by the City Administrator to act as agents.

**1.08 Chain of Command**

Each employee has a supervisor who should be consulted should any work issue arise. If the supervisor is unavailable, or a response is determined by the employee to be inadequate, the employee may discuss the issue with the Department Director, the Deputy City Administrator, or City Administrator, unless a different procedure is described herein. The supervisory chain of command for each employee shall be listed in the employee's job description. Engaging in activity outside the chain of command as relates to employment matters is detrimental to the employment relationship and harms the ability of the City to react effectively and consistently when presented with employee issues. Each month the City Administrator shall prepare a report for the mayor that lists the hiring, termination, staffing levels, and significant employee actions.

**SECTION 2. CLASSIFICATIONS****2.01 Classifications Listed**

There are 5 classifications of employees with the City: (1) Full-Time—Exempt; (2) Full Time—Non-exempt; (3) Part-Time; (4) Temporary; and (5) Seasonal. While not considered an "employee" under this Manual, a sixth classification is Contract Services.

**2.02 Full-Time—Exempt**

Employees who work a regular schedule of more than 30 hours a week and meet the federal law requirements of an employee exempt from overtime shall be considered full-time—exempt. The employee’s average of hours worked per week is not considered when determining whether an employee is full-time—exempt.

Pursuant to the Fair Labor Standards Act, as may be amended (FLSA) and applicable state laws, exempt employees are those who qualify as such under the statute because they fall into one of the exempt categories. Exempt employees are not entitled to overtime compensation pay (but are entitled to compensatory time, as explained elsewhere).

**2.03 Full-Time—Non-exempt**

Employees who work a regular schedule of more than 30 hours a week and who are hourly employees who are eligible for overtime based on their job duties or compensation shall be considered full-time—non-exempt. The employee’s average of hours worked per week is not considered when determining whether an employee is full-time—nonexempt.

**2.04 Part-Time**

Employees who work a regular schedule of less than 30 hours a week shall be considered part-time.

**2.05 Regular**

Employees who work for an indefinite period of time (not temporary or seasonal) shall be considered regular employees.

**2.06 Temporary**

Employees who work for a short period of time shall be considered temporary employees.

**2.07 Seasonal**

Employees who work solely for a specific time of year shall be considered seasonal employees. Seasonal employees may not be employed more than three months in any one year and should start and end employment around the same time every year.

**2.08 Contract Services**

At the discretion of the City Council, officer or employee positions may be staffed by professional services providers on a contract basis.

**SECTION 3: HIRING****3.01 Hiring Authority**

The City Council is the hiring authority for all City officers as described in Local Government Code Chapter 22 or as otherwise designated by the City Council. These officers include City Administrator, Deputy City Administrator, City Secretary, City Attorney, Parks and Community Services Director, City Treasurer/Finance Director, Public



Works Coordinator, Maintenance Director, Building Official, Emergency Management Coordinator, and others designated by City Council.

The City Administrator has the authority to hire any position if such hiring is not required to be authorized by the City Council pursuant to this provision or other resolution or ordinance. The City Administrator may delegate hiring positions to a department head. For employees of Dripping Springs Ranch Park, the Dripping Springs Ranch Park Board of Directors may be involved in the hiring process as described by city ordinance and park rules and policies. The City Administrator has the authority to hire any Dripping Springs Ranch Park position, other than those listed above as hired by the City Council but may consider the input of the Dripping Springs Ranch Park Board, if any, in making the hiring determination.

### **3.02 Interim Appointment**

When an emergency exists that requires the services of personnel who are not otherwise available, such employees may be immediately hired by the Mayor or City Administrator for a period not to exceed 90 days without regard to normal recruitment and selection requirements. If the hiring of the interim employee is not confirmed by the primary hiring authority for that position or the City Council within the 90-day period, the employee is considered to be automatically discharged as of the 91<sup>st</sup> day.

### **3.03 Vacancies**

The City Council may fill all vacant employment positions for which primary hiring authority has not been delegated by this Manual or other document. The Mayor may make interim appointments for any position for which the City Council is the primary hiring authority, provided the issue is brought before the City Council at the next regular meeting for confirmation. The City Administrator may fill all vacant employment positions for which the Administrator has been delegated primary hiring authority.

### **3.04 Notice**

- (a) The City Administrator shall provide, by appropriate means, public notification of vacancies to be filled within the City service and shall maintain a list of current announced vacancies for public inspection. Notice is not required for those vacancies to be filled internally via promotion, transfer, temporary promotion, or reinstatement.
- (b) Each job announcement, insofar as practicable, shall specify the title, nature of the job, required minimum qualifications, and the deadline for and method of application.

### **3.05 Evaluation**

The City Administrator shall determine the most appropriate means of evaluating applications against job requirements to identify the best qualified applicants. Interviews, background checks (criminal and credit), written tests, and/or other screening procedures may be used as appropriate. Applicants shall be required to provide any job-related information necessary to demonstrate compliance with prescribed minimum qualification requirements for the positions involved.

### **3.06 Residence**

There shall be no residence requirement for City employment, except as may be provided by law. Employees likely to be called to work in cases of emergency may be required to reside within reasonable commuting ranges of their places of work as may be specified in their job description.

### **3.07 Introductory Period**

All employees shall serve in an introductory capacity for the first 90 days of employment, promotion, or reassignment. During this introductory period, new employees shall be subject to close evaluation. New employees shall not be entitled to standard employee benefits, including paid leave, except to the extent specifically authorized by this Manual. However, (1) health benefits begin after the 30-day introductory period; and (2) TMRS benefits begin immediately upon full-time eligible employment with the City. Completion of the introductory period does not alter the at-will relationship, create a property interest in employment for any duration, or obligate the City to retain the employee for any certain duration. If this policy conflicts with a separate city contract with an employee or an employment benefits provider, the contract prevails over the personnel policy.

### **3.08 Youth Employment**

It is the policy of the City of Dripping Springs that no individual under the age of fifteen (15) shall be hired. Applicants between the ages of fifteen (15) and eighteen (18) shall be required to show proof of age to the satisfaction of the City Administrator or the Administrator's designee. Employees under the age of eighteen (18) shall not have duties or perform work that is prohibited by state or federal law.

### **3.09 Job Descriptions**

The City Council shall be the approving authority for all new positions. All positions shall have a job description. The City Council shall be the approving authority for all job descriptions for new positions and for all positions hired by the City Council. The City Administrator may make minor amendments to any job description for which the Administrator is the hiring authority.

### **3.10 Job Posting**

All job openings shall be posted as deemed appropriate and best designed to hire the most qualified candidate. Job postings may be placed in the newspaper, on the City website, or in any other manner. The City Administrator may post any existing position regardless of hiring authority as soon as a vacancy exists. The City Administrator may post for a new position as soon as the job description and creation of the position is approved by City Council.

## **SECTION 4: COMPENSATION**

### **4.01 Appropriations**

Wages, salaries, and working schedules for all employees shall be in accordance with the provisions of the City budget currently in effect, including amendments, and within the

limitations of the financial provisions of each department, as approved by the City Council for each fiscal year.

#### 4.02 Timesheets and Time Clock

**(a) Timesheets:** Each exempt employee as defined in Section 2.02 of this Manual is required to turn in the employee's timesheet by the final day of each pay period (see 4.03(a)) to the Department Head. Each Department Head must approve and submit the approved timesheets to the City Treasurer by 9:00 a.m. the next business day following the final day of each pay period. Absences for the pay period must be submitted with each time sheet.

**(b) Time Clock:** Each non-exempt employee as defined in Section 2.03 of this Manual is required to use the Time Clock to clock in and out each day with the employee's timecard if the employee works at the site where a time clock is located and accessible. Each employee is required to sign the employee's timecard agreeing that the time card accurately and completely reflects all time worked during the period in question and that no hours were worked that do not appear on the card. It is a violation of city policy to:

- (1) allow another to clock in or out for the employee;
- (2) fail to clock in when the employee arrives;
- (3) fail to clock out when the employee takes a lunch break or leaves work;
- (4) fail to submit all hours worked; or
- (5) fail to follow time clock policies or procedures issued by the City Administrator.

Any failure of this policy may result in disciplinary action.

A non-exempt employee who works or trains off-site, comes to the off-site location or leaves from the off-site location, or who is approved to use a time sheet, may use a time sheet for that time. The time sheet shall be submitted pursuant to Section 4.02(a). Any nonexempt employee whose primary work location is at a location that does not have a time clock shall use a time sheet in the same manner as listed in Section 4.02(a). These non-exempt employees include, but are not limited to, those who are primarily employed at Dripping Springs Ranch Park.

Any discrepancy between the timecard and the employee's work hours requires notification to the employee's supervisor within seventy-two (72) hours whether the discrepancy is based on employee error or time clock malfunction. Only an employee's supervisor, the City Administrator, or the Deputy City Administrator may make manual changes to an employee's timecard or time sheet. Time recorded will be the work-time paid or employees will be paid from time sheets verified by actual recorded times. Any adjustments to the recorded time on a timecard or time sheet must be approved by the employee's supervisor. Supervisors will be accountable to the City Administrator for any manual changes submitted.

#### 4.03 Payment Procedures

- (a) Employees will be paid every other Friday. Approved timesheets must be turned in by 9 a.m. on the first business day following the end of each pay period. If a payday is scheduled for a City holiday, the payday will be processed the day before the City holiday or holidays.
- (b) Paychecks shall not be given to third parties without the express written authorization of the affected employee or as required by state law.
- (c) If an employee receives a paper paycheck and is absent on a scheduled payday, the employee's paycheck shall be held until the employee returns, unless a written request for other arrangements has been delivered to the City Administrator prior to such payday.
- (d) Direct deposit for employee paychecks is encouraged. To enroll in direct deposit, an employee shall complete the form provided by the Accounting Department and the form must be signed in ink and the original must be submitted to Accounting.

#### 4.04 Overtime

- (a) Overtime commences for each hour a non-exempt employee works beyond the standard 40-hour week in the seven-day work period. Overtime shall not be calculated to include vacation, holiday, sick leave, or any other paid leave taken during the same seven-day work period as "hours worked." Hours worked for purposes of overtime are any hours worked in the seven-day work period. Special pay for work during nonbusiness hours, nights, or weekends will not be given unless otherwise specified in this manual.
- (b) All nonexempt employees are eligible for overtime compensation in accordance with the FLSA.
- (c) Overtime compensation shall be calculated in accordance with Section 5.03(f).
- (d) Each nonexempt employee shall be responsible for notifying the employee's supervisor if an assignment cannot be completed within the employee's regular 40hour workweek. No employee shall work overtime unless the employee's supervisor has determined that such overtime is required. Any employee who works unapproved overtime may be subject to discipline.
- (e) All exempt employees are entitled to compensatory time. Compensatory time shall accrue in accordance with §5.03(f) (below).
- (f) An employee who requests the use of accrued compensatory time shall be permitted to take such leave within a reasonable period after making the request unless the employee's absence would unduly disrupt the operations of the City.

#### **4.05 Raises, Merit Increases, and Cost of Living Adjustments**

City Council has the sole authority to pass ordinances affecting pay scales. Raises, merit increases, and cost of living adjustments shall be considered at the time of annual employee evaluations or when brought to the City Council by the City Administrator. An employee who desires to request a raise or merit increase at a time other than at the time of annual employee evaluation, may make the request in writing to the employee's supervisor and the City Administrator. The City Administrator, in consultation with the employee's supervisor, shall decide whether to bring a recommendation for a pay raise or merit increase to the City Council.

#### **4.06 Promotions**

When possible, job openings within the City are filled by promoting qualified employees. A promotion is based on several criteria which includes, but is not limited to, performance in the employee's current job, attitude, attendance, punctuality, experience and interest in the City and qualifications for the open position. Positions that become available will be posted on the City's municipal office Bulletin Board. An employee applicant will be considered in a fair and appropriate manner as would any applicant. After considering qualifications, experience, etc., an opening will be filled by the person best qualified for the position. All promotions are made without regard to race, color, religion, sex, age, national origin, disability, or marital status. No supervisor may alter the terms of employment from "at-will" to a contracted relationship due to a promotion of an employee to a different position.

#### **4.07 On Call Policy**

##### **(a) Roles and Responsibilities**

##### **(1) Department Directors:**

- (A) The Deputy City Administrator, Maintenance Director, and the Parks and Community Services Director, will schedule employees for On-Call duty. Priority will be given to employees who volunteer for duty and have the necessary knowledge and skills for On-Call duty.
- (B) The Deputy City Administrator, Maintenance Director, and Parks and Community Services Director will oversee the On-Call schedule, duties, and concerns of On-Call Employees at City facilities.

##### **(2) Employees who are On-Call:**

- (A) Inform Department Director of availability for On-Call duty.
- (B) For the week of On-Call duty:
  - i Obtain the City-Issued Cellphone prior to beginning of week (if available).
  - ii Answer all inquiries or after-hours emergencies either by phone or on-site.
  - iii Stay within 30 minutes of the City of Dripping Springs. (Employee is not required to stay on-site when On Call).
  - iv Are not allowed to be under the influence of alcohol or any other substance when On-Call.
  - v May use a City Vehicle for their On Call duties and commuting solely while on On-Call duty in order to benefit the City.

- vi On-Call Employees may be issued a City-Issued Cell Phone to respond to all On-Call calls.
- (C) Failure to follow these requirements can result in limitations to On-Call duty in the future and other discipline as allowed by the Personnel Manual.

**(b) Compensation for On-Call Duty**

- (1) On-Call Employees will receive a stipend of \$200 for each week per month they are On-Call.
- (2) On-Call Employees will receive pay for the time they actually work which begins when the Employee responds to an On-Call request.
  - i Non-exempt: receive hourly wage or overtime. Overtime is earned if in the week of On-Call hours worked the total hours worked are over 40 hours in the 7-day work period.
  - ii Exempt: receive compensatory time off if in the week of On-Call hours worked the total hours worked are over 40 hours in the 7-day work period.

## SECTION 5: BENEFITS

### 5.01 Insurance

The City provides varying types of insurance coverage, which includes hospitalization, major medical, life, long-term disability, and dental for full-time, regular employees only. The types of insurance coverage, and the required employee participation, may vary from year to year. Upon employment, an application for coverage shall be completed on the employee and forwarded to the insurance company. The application must be submitted before coverage will become effective. If an employee is on unpaid leave for longer than thirty consecutive days, the absence may affect the employee's insurance coverage and may result in the loss of paid coverage by the City. If this occurs, the employee will be offered continuation of health coverage at the employee's cost (COBRA) for the time of unpaid leave to the extent required by law.

### 5.02 Workers' Compensation

(a) Workers' Compensation coverage is provided for all employees.

(b) In the event of a job-related injury, a standard Workers' Compensation claim form must be completed and submitted to the City Administrator within forty-eight (48) hours of the accident causing the injury, or within forty-eight (48) hours from the time the employee is physically able to do so. Contact the City Administrator to obtain the necessary form(s).

### 5.03 Leave

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



- New Year's Day
- Martin Luther King's Birthday (third Monday in January)
- Washington's Birthday (Presidents Day) (third Monday in February)
- Memorial Day (last Monday in May)
- Fourth of July
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day and the Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Full-time, exempt employees required by their supervisors to work on a holiday shall be given the same amount of substitute time off as is worked, up to 8 hours substitute time off with pay on another date. Full-time, nonexempt (hourly employees who are eligible for overtime) employees who are required to work on a holiday shall be given: (1) 8 hours of holiday pay; plus (2) straight time pay for the hours of work on the holiday. Regular, part-time employees are eligible for holiday pay on a pro-rated basis. An employee on unpaid leave on a designated holiday, or in a non-pay status on a scheduled workday immediately preceding or immediately following a designated holiday, shall not receive pay for the holiday. An employee on preapproved vacation leave on a designated holiday, or any type of paid leave, shall not have the holiday deducted from his or her leave time.

**(b) Religious Observance:** Employees desiring to observe religious holidays not coinciding with an officially designated City holiday may be given time off without pay, or may be authorized to use accrued vacation leave, a floating holiday, or compensatory time.

**(c) Vacation:** Upon hire, full-time, regular employees shall commence to accrue paid vacation as follows: 4 hours each month if employed less than 1 year; 7 hours per month if employed 1 to 4 years; and 10 hours per month if employed more than 4 years, but less than 10 years. A full-time regular employee who has been employed more than 10 years shall receive 14 hours per month of vacation leave. Each regular employee will be eligible to use accrued vacation hours after successfully completing a 90-day introductory period.

Vacation leave shall accrue on a prorated basis each year of employment. All requests for vacation leave are subject to the City's staffing needs and must be approved in advance by the City Administrator. On January 1<sup>st</sup> of each year accrued vacation time will be reviewed for each employee and any accrued vacation hours over 120 hours shall expire. Accrued vacation leave that has not expired will be paid out when an employee leaves service with the city up to 112 hours.

- (d) Sick Leave:** Full-time, regular employees shall commence to accrue paid sick leave at the rate of 4 hours per month upon full-time employment with the city. Sick leave may be taken as accrued when an employee is ill, to attend doctor/dentist appointments, or to care for a member of the employee's household. Employees unable to work because of unexpected illnesses shall notify their immediate supervisor as soon as reasonably possible. The City may require a physician's verifying statement for any illness that exceeds 3 working days within a two week pay period, or in the event of excessive absences or absences of extraordinary duration. Sick leave may be carried over to subsequent fiscal years. Accrued sick leave will not be paid out when an employee leaves service with the city. Any employee who exhausts sick leave due to illness may substitute vacation leave or other appropriate paid leave during the time of the illness.
- (e) Injury Leave:** An employee injured on-the-job shall receive benefits as provided in the City's Workers' Compensation coverage. Nothing herein shall prevent an employee from using accumulated sick leave, vacation leave, or compensatory time off during an absence due to injury. An employee shall immediately report any injury incurred in the line of duty, however minor, to a supervisor, and take such first aid treatment as may be necessary. In the event of a job-related injury, a standard Workers' Compensation claim form must be completed and submitted to the City Administrator within forty-eight (48) hours of the accident causing the injury, or within forty-eight (48) hours from the time the employee is physically able to do so.
- (f) Compensatory Time:** Salaried, exempt employees will receive compensatory time with pay at a rate of one hour comp time for every hour worked over 40 in a standard seven-day work period (1:1). Compensatory time may be carried over to subsequent fiscal years. Compensatory Time of more than 100 hours may not be carried over to the next fiscal year. The City may either: (1) recommend time off for the employee to use Compensatory Time off; or (2) shall exchange pay for Compensatory Time, at the City Administrator's discretion for payouts of 80 hours or less where the hours cannot be carried over and the employee does not take the hours as paid time off. The Mayor may approve an additional payout of 20 hours of compensatory time off. For payouts of over 80 hours not approved by the Mayor, the issue may only be approved by City Council. This section does not apply to compensatory time off earned in lieu of overtime for nonexempt employees.
- (g) Civic Leave:** Each January 1<sup>st</sup> each full-time, exempt and non-exempt, regular employees shall accrue 8 hours of paid leave toward satisfying civic activities, such as voting and to report to calls for jury service. New employees accrue the 8 hours of Civic Leave upon employment. Employees granted civic leave for jury service shall retain all juror fees. Employees excused or released from jury service during working hours shall report to their work stations, unless otherwise instructed. Civic leave may not be carried over to subsequent fiscal years.

- (h) Bereavement Leave:** Bereavement leave shall be available to any full-time or part-time regular employee whose 90-day introductory period has been completed. Bereavement leave shall not exceed three consecutive workdays, and shall be prorated for part-time regular employees. Bereavement leave is available upon the death of an immediate family member or a member of the employee's household. Immediate family member includes children, spouse or partner, parent, grandparent, grandchild, or sibling, whether related by blood or marriage. A member of the employee's household includes any individual who resides with the employee.
- (i) Family & Medical Leave:** Benefits under the Family & Medical Leave Act will not accrue to any city employee until required by law (when the city reaches 50 employees or the change in the law occurs). When the City has fifty (50) or more employees or otherwise becomes subject to the FMLA, each full-time, regular employee shall be entitled to leave in accordance with the federal Family & Medical Leave Act (FMLA), if applicable. It is the City's policy that any accrued vacation leave, sick leave, and compensatory time shall be applied toward FMLA leave and run concurrently with FMLA leave until exhausted prior to commencing any unpaid portion of the requested FMLA leave. If an employee has a question regarding eligibility regarding FMLA leave, the employee should contact the City Administrator.
- (j) Pregnancy & Parental Leave:** An employee shall be entitled to non-compensated parental leave of up to twelve (12) weeks of leave. The twelve (12) weeks of leave shall be inclusive of any paid leave that is taken for the parental leave. Parental Leave is available to parents for the birth of the employee's child or the placement of a child with the employee for adoption or foster care to be used during the first twelve months after the birth, adoption, or placement of the child with the employee. Each pregnant employee shall be treated the same as other similarly situated employee regarding requests for sick leave and for accommodations related to performing the essential functions of the job. At least ten (10) working days advance written notice of cessation of work shall be required, except in emergencies or in response to doctor's orders. Pregnant employees and employees with illnesses or disabilities arising from pregnancy or maternity shall be entitled to benefits on the same basis as employees with other types of illnesses or disabilities. Available vacation, sick leave or disability benefits may be used for the time during which the employee is medically unable to work. The employee will be entitled to resume work following the end of her pregnancy when she is able to perform her job duties and has obtained a physician's release to return to duty.
- (k) Military Leave:**
- (1)** The City complies with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA), as amended. USERRA is a federal statute that protects employees who engage in military duty in the uniformed services. The exception to the "at-will" doctrine contained in USERRA applies only to this section of the Personnel Manual regarding military leave.

- (2) Military leave shall be approved leave for regular, full-time employees of the City who are members of the state military forces or members of the reserve components of the Armed Forces of the United States.
  - (3) The paid military leave period is measured as the fiscal year October 1 through September 30.
  - (4) Employees may elect to continue medical benefit coverage under COBRA for the duration of the military leave unless covered under the provisions of FMLA.
  - (5) All requests for leave should be accompanied by a copy of the order, directive, notice, or other documents requiring absence from scheduled work.
  - (6) An employee who is a member of the state military forces or a reserve component of the armed forces will be granted up to fifteen days of paid leave per fiscal year for days on which the employee is engaged in authorized training or duty ordered or authorized by the Texas military pursuant to Chapter 437 of the Government Code:
    - (1) All requests for leave must be accompanied by a copy of the order, directive, notice, or other document requiring absence from scheduled work.
    - (2) Leave pay will not be granted for hours before or after the regularly scheduled working hours or for overtime hours scheduled.
    - (3) No employee using Chapter 437 military leave will be discriminated against for use of this leave or lose any work benefit while using this leave.
- (l) Administrative Leave:** In circumstances not falling within other provisions of these policies, the City Administrator or Mayor may authorize an employee to take leave *without pay* under such terms and conditions as may be mutually agreeable. The City Administrator or Mayor may authorize an employee to take up to eighty (80) hours of leave with pay within a twelve-month period when it is in the best interest of the City and staff. Any request for administrative leave exceeding eighty (80) hours within a twelve-month period must be approved by the City Council.
- (m) Unauthorized Absence:** Employees who are absent from work without having provided notice, obtained a supervisor's approval, provided a legitimate excuse, or who fail to return from scheduled time off without notice, may be deemed to have abandoned their position. Abandonment of an employment position may lead to disciplinary action or the determination that the employee has resigned.
- (n) Donation of Paid Time Off:** One or more employee may donate accrued paid time off, including sick leave, vacation leave, or compensatory time off hours to another employee if: (1) the receiving employee has exhausted all paid time off or will exhaust the paid time off during the expected leave time; (2) the receiving employee is requesting leave for a reason listed above where the employee would normally have paid time off but has exhausted the employee's paid leave; and (3) the supervisor of the receiving employee and the city administrator gives their approval. A receiving employee may

not: (1) use donated time off for vacation leave; or (2) use donated time off for more than twelve (12) weeks in one twelve (12) month period.

**(o) Partial Day Absences:**

- (1) Partial Day Absences of less than eight hours where an exempt employee, as defined in Section 2.02 of this Manual, is unavailable for work shall:
  - (a) be charged to accumulated time off such as vacation, compensatory time off, sick leave, or other paid leave as appropriate; or
  - (b) be taken as leave without pay if all paid leave is exhausted.
  
- (2) An exempt employee requesting an absence of less than eight hours due to unavailability, and who has exhausted all paid leave, shall request approval of unpaid leave from the City Council pursuant to Section 5.03(1) pursuant to this Manual or request Donation of Paid Leave under certain circumstances as defined in Section 5.03(n).
  
- (3) Partial Day Absence leave is not required where the exempt employee is able to reach 40 or more hours in a 7-day work period and where such daily work periods are approved by the City Administrator.

**5.04 Retirement**

The City participates in the Texas Municipal Retirement System (TMRS), through which retirement benefits are provided to each permanent employee who averages 1000 hours per year or more.

**5.05 Training**

The following educational opportunities are available, at the discretion of the Mayor and/or City Council, and subject to budget appropriations:

- (a) **Events:** Employees are encouraged to attend professional conferences, seminars and workshops reasonably related to municipal activities.
  
- (b) **Memberships:** The City may fund employee membership in professional development organizations. Membership activities must be related to the employee's position with the City. All memberships funded by the City must be approved by the City Administrator.
  
- (c) **Tuition Reimbursement:** The City may reimburse employees for the cost of tuition for the employee's continuing education. The degree program must be related to the employee's position with the City and approved by the Mayor and City Administrator in advance. To be eligible for reimbursement, the program must be for: (1) certifications or licenses that are directly related to the employee's core job duties; or (2) course credit at a college or university accredited by the Texas Higher Education Coordinating Board. To be eligible for reimbursement, the employee must have received a grade of "B" or higher for that semester (or "pass" if the course is only

offered “pass/fail”). The Mayor or City Administrator may approve up to three thousand dollars (\$3,000) of tuition reimbursement per calendar year. Requests above three thousand dollars (\$3,000) per year require approval by City Council. While receiving tuition reimbursement, the employee shall not be eligible for cost of living or merit raises. An employee may be eligible for a salary increase if the employee receives new job duties or a new job title while receiving tuition reimbursement. No minimum amount of tuition reimbursement is mandated or required by this policy but is solely at the discretion of the Mayor, City Administrator, and City Council. The approved written reimbursement agreement shall be attached to this Manual as Attachment “A”.

- (d) Travel Reimbursement:** Employees may submit reasonable travel expenses related to educational events, professional conferences, seminars, classes, and workshops that are reasonably related to municipal activities in writing to the City Administrator. These expenses may be reimbursed by the City on a case-by-case basis and travel reimbursement may be given for events whether or not the tuition, seminar, or conference fee is paid for by the City or the Employee.
- (e) Employee Reimbursement for Training or Tuition Costs:** Each employee who receives training or accepts tuition for continuing education that costs more than \$100 for one class, event, or related travel expenses for such training or schooling shall sign a written reimbursement agreement that states that they will reimburse the City for the costs related to the training or schooling if the employee separates from the City within two years of the date of the training if a single day, or the last day of the training if a multi-day event, or from the last day of classes for classes reimbursed by the City.

## 5.06 Uniform Policy

- (a)** The City purchases uniform shirts, pants, shoes, and other clothing for certain employees of the City. The purchase of uniforms, amount, and type are set by the budget each year based on each department’s budget. When an employee receives a uniform item from the City, the employee is responsible for keeping the item in good repair. If an employee purchases clothing, and the City pays for the logo, the employee may keep the clothing upon separation from employment. For items purchased by the City, the item must be returned to the City unless the item is released to the employee by the City Administrator.
- (b)** All uniforms bearing a city logo and purchased by the City are considered City property and must be relinquished to the supervisor upon the end of the employee's employment with the city. If items are not returned, the City may pursue reimbursement for the amount spent
- (c)** on that employee’s City-purchased uniforms. Each department director is responsible for maintaining a list of City-purchased uniforms or logoed items and providing that information to the finance department.



- (d) Supervisors are expected to exercise reasonable diligence and to make a good faith effort to ensure the return of City-purchased uniforms upon termination of an employee. This includes keeping accurate records of what uniforms the City has purchased and who is in possession of each item. Such record shall be made available to the City Administrator and the finance department.
- (e) No identifiable part of the uniform shall be worn while off duty and not involved in an activity directly related to one's employment and assignments with the City. The uniform may be worn while commuting to and from the workplace. It is a violation of this policy to wear the uniform while in private employ elsewhere, or when self-employed doing outside employment.

## SECTION 6: WORKPLACE CONDUCT

### 6.01 Standard Work Period

The 7-day work period begins each Monday at 12:01 a.m. and ends each following Sunday at 12:00 a.m.

### 6.02 Business Hours

Normal business hours are 8:00 am to 5:00 pm.

### 6.03 Place of Business

The normal place of business for City employees is the City Hall, except that, employees of the Dripping Springs Ranch Park normal place of business is the Ranch Park. Other work locations may be designated by the Mayor or City Administrator, at their discretion.

### 6.04 Telecommuting

Employees may be allowed to occasionally work from remote locations, with the prior consent of the Mayor or City Administrator as an additional benefit to the employee. The City Administrator may also designate certain employees for regular telecommuting schedules. A telecommuting schedule is not guaranteed for any employee and may be modified, restricted, or removed at any time by the City Administrator or Mayor.

All telecommuting employees shall make themselves available on a set schedule including being available at their city owned cellphone during work hours, if any, or having their phone extension forwarded to their cellphone while telecommuting. The employee shall also maintain access to electronic mail at all times while telecommuting. Employee shall be available for virtual meetings while telecommuting. Any employee who is unable to maintain phone, electronic mail access, and for virtual meetings during their telecommuting time shall not be eligible for telecommuting and may also be required to take leave if they are unavailable during their work hours for any reason. Telecommuting is not to be used in lieu of paid or unpaid leave.

Considerations for telecommuting shall include: (1) department availability at City Hall; (2) availability of telecommuting employee; (3) productivity of telecommuting employee;

and (4) in person meeting requirements for telecommuting employee. Each employee is required to notify the employee's supervisor immediately if any situation arises that will affect the employee's ability to work while telecommuting.

Any telecommuting employee shall develop a written plan with the employee's supervisor upon request for telecommuting. Quarterly review of each telecommuting employee's performance while telecommuting will be done upon approval of the employee's telecommuting plan.

#### **6.05 Accidents & Safety**

All accidents and incidents shall be promptly reported to the City Administrator and, when appropriate, investigated, reviewed, and analyzed to identify contributing factors and causes to prevent recurrence. The City may provide written policy guidance on safety measures for specific positions and/or equipment. Each accident or incident shall be documented in writing with an incident report.

#### **6.06 Professional Appearance**

All employees are required to wear appropriate attire while on-duty and/or at City Hall, Dripping Springs Ranch Park Event Center, the Wastewater Treatment Plant, and at other city parks and facilities. Department heads may require that certain staff wear City of Dripping Springs clothing or other specialized apparel. If this is required, the City will provide access to such clothing. Please see the Uniform Policy for additional information. Employees are also required to engage in routine grooming and hygiene practices that are conducive to the workplace. Hair, jewelry, and wardrobe choices must be appropriate for the employee's interactions with members of the public and suitable to satisfy the City's legitimate job safety concerns.

#### **6.07 Privacy**

Employees shall have no reasonable expectation of privacy in their workspaces or on their computers. All City computers, phones, offices, lockers, cabinets, vehicles, and furnishings are subject to use and search by other City officials and employees.

#### **6.08 Smoking**

All City buildings and facilities are non-smoking areas.

#### **6.09 Drug/Alcohol-Free Workplace**

(a) No employee may consume, or be under the influence of, alcohol or illegal drugs while at City facilities or on duty, unless at an event at a City facility while off duty. Exceptions include medication prescribed by a licensed physician when used as prescribed.

(b) No employee may manufacture, distribute, dispense, possess, sell, purchase, or use a controlled substance on City property or while on duty.

- (c) All City buildings and facilities are to remain drug and alcohol free except where a rental of a city facility or park is entered into and adequate insurance is provided. The Mayor and/or City Council may allow certain exceptions for alcohol served at specified official social functions.
- (d) Post-accident testing may be conducted following any accident in which violations of safety procedures occur, resulting in either property damage or personal injury caused by an employee. Post-accident testing may be conducted following any accident involving personal injury and the operation of a City vehicle or heavy machinery if evidence exists that the employee caused the accident. Individuals to be tested in a post-accident situation shall include any individual directly involved in an accident whose order, action, or failure to act is determined to be, or cannot be ruled out as, a causative factor in the events leading to or causing such accident.

#### **6.10 Violence & Weapons**

- (a) The City is committed to maintaining a workplace free from threats and acts of intimidation and violence. All reported incidents will be investigated.
- (b) Any act of intimidation, threat of violence, or act of violence committed against any person on City property or while performing City business is prohibited. “Intimidation” includes any physical or verbal act toward another person, the result of which is that the person reasonably fears for the person’s safety or the safety of others. A “threat of violence” is a physical or verbal act which threatens bodily harm to another person or damage to the property of another. An “act of violence” is any physical act, whether or not it causes actual bodily harm to another person or damage to the property of another.
- (c) No person shall possess or have control of any firearm, deadly weapon, or prohibited knife while in City Hall or in a City vehicle, except as required in the lawful course of business or as authorized by law enforcement. Except that, an employee may keep a firearm locked in his or her vehicle in the parking areas of the city.
- (d) Any City employee who is the subject of, or a witness to, a suspected violation of this standard should report the violation to a supervisor or person in authority who is not involved in the conduct. Any supervisor or person in authority who receives a report of a suspected violation of this standard shall document the incident and notify an appropriate City official. Any emergency, perceived emergency, or suspected criminal conduct shall be immediately reported to law enforcement. Sexual violence is also criminal conduct and shall be immediately reported.
- (e) Any City employee found to be in violation of this standard may be subject to criminal prosecution as well as discipline up to and including dismissal.

**6.11 Supplemental Employment**

No full-time or part-time, regular employee may engage in outside employment without the written consent of the Mayor or City Administrator. No equipment or supplies belonging to the City may be used by employees for supplemental employment. An employee shall not engage in outside employment, including self-employment, where such activity would constitute a conflict of interest or adversely affect the employee's performance in City service. If an employee's outside employment begins to interfere with the effective performance of assigned City duties, the employee shall be required to terminate the outside employment or to resign from City service.

**6.12 Political Activity**

- (a) When on duty or in City uniform, an employee of the City may not engage in any political activity relating to a campaign for any elective public office. No employee of the City shall, while on duty or in uniform, make, solicit, or receive any contribution to the campaign funds of any party, interest group or candidate for use in any City election. No employee shall participate in any political activity or campaign for, or with respect to, any candidate in a City Election, including on social media. No city employee will be disciplined for running for city or other office but may be forced to resign if elected, pursuant to state office holding laws.
- (b) When not on duty and not in a uniform of the City, an employee may engage in political activity respective to governments and entities other than the City. An employee may not use the fact of their City employment to solicit campaign contributions for a candidate.
- (c) An employee who is considering becoming a candidate for mayor or city council is hereby informed that election to such office would constitute a resignation from the City service on the day the individual, if elected, takes the oath of office. An employee is encouraged to advise the Mayor in writing prior to announcing candidacy for election or appointment to any public office.

**6.13 Telephone Usage**

City telephones are primarily for use in conducting City business. Personal calls shall be limited so as not to interfere with City business.

**6.14 Media Relations**

All media inquiries shall be directed to the Communications Director who will coordinate responses. The officially-designated spokespersons for the City are the Mayor, City Administrator, Deputy City Administrator, Communications Director, and City Attorney. Other city officials or employees may be authorized or designated to communicate with the media on the City's behalf by the Mayor, City Council or City Administrator.

### **6.15 Privacy**

Employees do not have a reasonable expectation of privacy in storage devices provided by the City or located on City property, including but not limited to offices, desks, toolboxes, vehicles, and closets.

### **6.16 Performance Evaluation**

The work performance of each permanent employee shall be evaluated annually. Evaluations for employees on probation shall be conducted upon completion of the probationary period. Additional evaluations may be conducted if warranted, as determined by the City Administrator. Evaluations shall be recorded in writing on forms approved by the City Administrator. A copy of such evaluation shall be provided to the employee to whom they relate, and a duplicate copy shall be placed in the employee's permanent personnel file.

### **6.17 Supervisors**

Each employee's direct supervisor shall be set by the ordinances, job descriptions, and contracts adopted by the city council. Authority to terminate resides with the City Administrator unless the employee is hired by City Council pursuant to state law or this Manual. The city council is the final termination authority for City Administrator, Deputy City Administrator, City Secretary, City Attorney, Parks and Community Services Director, City Treasurer/Finance Director, Public Works Coordinator, Maintenance Director, Building Official, Emergency Management Coordinator, and others designated by City Council. The City Administrator, in consultation with the employee's supervisor and the City Attorney, is the final termination authority for all other employees unless otherwise designated by state law or city council. Employees who are terminated may appeal their termination in the same manner as other grievances as described in Section 12.03.

### **6.18 Ethical Considerations**

As a City employee, you owe a responsibility to the people of Dripping Springs in the performance of your official duties. You should act fairly and honestly and should avoid conflicts of interest and creating the appearance of impropriety.

A City employee should not:

- (a) divulge confidential City information to unauthorized persons;
- (b) accept or solicit any gift, favor, or service that might reasonably tend to influence the officer or employee in the discharge of official duties or that the officer or employee knows or should know is being offered with the intent to influence the officer's or employee's official conduct;
- (c) accept other employment or engage in a business or professional activity that the officer or employee might reasonably expect would require or induce the officer or employee to disclose confidential information acquired by reason of the official position;

- (d) accept other employment or compensation that could reasonably be expected to impair the officer's or employee's independence of judgment in the performance of the officer's or employee's official duties;
- (e) make personal investments that could reasonably be expected to create a substantial conflict between the officer's or employee's private interest and the public interest; or
- (f) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the officer's or employee's official powers or performed the officer's or employee's official duties in favor of another.

Violation of these ethical guidelines is grounds for disciplinary action, up to and including termination.

### **6.19 Nursing Mother Breaks**

- (a) The City of Dripping Springs supports the practice of expressing breast milk by employees;
- (b) The City shall make reasonable accommodations for the needs of employees who express breast milk including:
  - (1) providing a reasonable amount of break time for an employee to express breast milk each time the employee has the need to express the milk;
  - (2) providing a place, other than a bathroom, that is shielded from view and free from intrusion where the employee can express breast milk;
- (c) The City will not discipline or discriminate against an employee because the employee has used her right to express breast milk under this policy.
- (d) Any employee wishing to use this break time and area needs to inform the City as soon as possible so the City may make adequate reasonable accommodations.

### **6.20 Key Control Policy**

Each employee employed shall be given access through a key system subject to a Key Control Policy adopted by the City and enforced by the City Administrator.

Each employee who is given a key shall be required to sign a Key Control Policy and:

- (1) shall not give or loan the key to others;
- (2) shall not make any attempts to copy, alter, duplicate, or reproduce the key;
- (3) shall use the key for authorized purposes only;
- (4) shall safeguard and store the key securely;
- (5) shall immediately report any lost or stolen keys; and
- (6) shall produce or surrender the key upon official request.

If a key is lost, stolen, or not surrendered when officially requested, a charge that reflects the cost of changing any and all locks and keys affected may be assessed to the employee.



Misuse of City Equipment including City keys may result in discipline up to and including discharge pursuant to Section 12.02 of this Personnel Manual. Additional requirements related to Key Control may be approved and enforced by the City Administrator or Mayor. The Key Control Policy shall be attached to this Manual as Attachment “B”.

#### **6.21 City Hall and Facility Closure Policy**

- (a)** The City Administrator shall determine when City Hall or other City facility is closed due to inclement weather, natural disaster, or other health or safety threat pursuant to city policy. The decision will be based on consultation with the Mayor, the Emergency Management Coordinator, and Hays County.
- (b)** The City Administrator shall determine which Parks are closed due to inclement weather, natural disaster, or other health and safety threat. The decision will be based on consultation with the Parks and Community Services Director, Dripping Springs Ranch Park Event Center Manager, the Mayor, the Emergency Management Coordinator, and Hays County.
- (c)** Unless an employee is personally notified by the employee’s supervisor, or their designee, the employee is required to work remotely or that the employee is not to report to the employee’s designated work site, an employee is expected to report to work. Each Department Head will determine whether employees in each Department shall be required to report to work. Any Employee who is not released from work by their supervisor or designee, shall report to work. Those who are released from work are required to work remotely if feasible. The City Administrator or Supervisor may assign specific duties that may be performed from home. Any hours worked during a closure shall be treated as regular hours worked. Any Employee who is released from work during their normal work schedule may be eligible for paid leave under the Administrative Leave Policy. Administrative paid leave given during a full or partial city closure will solely be used to make up any time an Employee could not work due to the city closure. (For example, if an Employee is released from work for an eight-hour day, but works four hours at home, that Employee shall be paid for a regular eight-hour day, four hours actually work and four hours administrative paid time off if approved).
- (d)** In the event inclement weather, natural disaster, or other health or safety threat makes travel to work from home unsafe or impossible for an Employee, absence from work will be considered an excused absence if the Employee provides the required notification to the Employee’s Supervisor or Department Head. Work from home will be considered hours worked and shall not be deducted from paid time off. The Employee may apply for administrative leave, with or without pay, or may use vacation time or compensatory time off if Employee has accrued compensatory time off. If additional time is needed for a commute due to inclement weather, natural disaster, or other health or safety threat, the additional time may be considered hours worked if approved by the City Administrator.

## 6.22 General Conduct

The attitude and conduct of a City employee, whether in public or private, should at all times be such as to promote the good will and favorable attitude of the public toward the City. This includes providing courteous and respectful service to the public and to city employees.

## SECTION 7: TECHNOLOGY USE POLICY

### 7.01 No Right to Use City Computers or Phones

Use of City computers to access the internet or electronic mail (i.e., “email”) is a privilege not a right. The City provides computers and internet / email access for the express purpose of conducting City business and performing municipal tasks.

### 7.02 Primary Purpose

City computers and phones, including city-issued mobile phones and radios, are to be used primarily for conducting City business. City technology is not intended to be used for conducting Personal business. Incidental and infrequent personal use of City technology and City internet / email access is allowable provided that it does not hinder or interfere with conducting City business. Limited personal use of City internet or personal email accounts is best conducted while on break.

### 7.03 No Privacy Expectation

City officers and employees have no reasonable expectation of privacy on City computers, phones, radios, internet, or email. The City has the right to view and inspect all City computers, phones, and radios including information accessed, downloaded, viewed, sent, or received over the internet or by email. Much of the information generated by or stored on City technology or obtained through City internet or email access is public information that is required to be catalogued under the Texas Records Retention Act, and subject to mandatory disclosure under the Texas Public Information Act, or other law. Use of City computers, phones, radios, and internet or email accounts constitutes consent by the City officer or employee for City inspection of those computers and internet or email accounts, and data transmitted thereon.

### 7.04 City Email Accounts

All City employees are required to use their City-issued email accounts to conduct City business. Employees are prohibited from using their personal email accounts to conduct City business. When corresponding about City business via email, all City personnel must include the City’s standardized email stationery and signature within the emailed message. If an employee receives a city email at a private email address, the employee should immediately forward the email to his or her city email address for storage.

### 7.05 Prohibitions

No officer or employee may:

- (a) Download any software or program onto City computers or phones without the express written authorization of the City Administrator, city IT Coordinator.

- (b)** Use City computers, phones, radios, City-funded internet / email accounts, or any other communication device on which City business occurs or is funded by the City:
- (1) in a manner that neglects the officer or employee's assigned duties or interferes in City operations;
  - (2) to participate in on-line chat rooms, unless those chat rooms are sponsored by legitimate professional organizations relevant to municipal government, and such participation is approved in advance by the Mayor or City Administrator;
  - (3) to invite an employee on a date or make sexual propositions of employees;
  - (4) to harass or otherwise interfere with a City employee. This prohibition includes but is not limited to harassment stemming from an employee's race, ethnicity, color, sex, age, or marital status;
  - (5) to send or distribute off-color jokes, articles or stories that are lewd and that a reasonable person would find to be offensive;
  - (6) to send or distribute worms, malware, or viruses;
  - (7) to send threatening messages to any other person or institution;
  - (8) use City computers or City-funded internet / email accounts to view, download, or distribute pornographic material, including obscene images or text;
  - (9) to disclose, release or otherwise transmit confidential or privileged information belonging to the City without the express permission of the Mayor or City Administrator;
  - (10) to store personal information (i.e., that information not directly related to City business). Officers and employees shall regularly remove any personal data (i.e., that which is not prepared for or by the City for conducting City business) from City computers and internet / email accounts;
  - (11) to delete or remove programs installed by the City or delete data prepared by or for the City that is related to City business;
  - (12) to operate a private business, do work for another employer, or conduct political campaigns. This prohibition does not apply to the preparation and generation of election notices and related documents required by law; or
  - (13) to violate another person's privacy, perform an illicit act, or commit a crime.

## **7.06 Duty to Report**

Officers and employees shall report Violations of this Policy to the Mayor or City Administrator. Officers and employees who have received a worm, virus, or phishing or social engineering email or text must immediately notify the City Administrator, city IT Coordinator, or the City's Information Technology Consultant. The City Administrator may suspend or revoke an employee's internet or email access privilege for violation of this Policy. Violation of this Policy is basis for disciplinary action, up to and including termination. The unauthorized disclosure of confidential or privileged information belonging to the City is basis for disciplinary action, up to and including termination, and may be punishable as a criminal misdemeanor.

## SECTION 8. SOCIAL MEDIA POLICY

### 8.01 Introduction

Given the multitude of concerns (legal, political, and ethical) raised by social networking (Facebook, Instagram, Snapchat, LinkedIn, Twitter, etc.) this Social Media Policy (“Policy”) establishes prudent and acceptable practices regarding City of Dripping Springs officials and employees (personnel) use of the internet.

### 8.02 Purpose

The City has a legitimate government interest in effective, efficient, and consistent communications with the public. The City also strives to have a productive workplace. While the City encourages its personnel to enjoy and make good use of their off-duty time, certain activities on the part of its personnel may become a problem if such activities could:

- (a) impair the work of any City official or employee; create a harassing, demeaning, or hostile work environment; or
- (b) disrupt the smooth and orderly flow of work; or harm the goodwill and reputation of the City among its citizens or in the community.

For these reasons, the City reminds its personnel that the following guidelines apply in their use of social media, while both on and off duty.

### 8.03 Disclaimer

- (a) Under this Policy, the City disavows, and is not responsible for any sites, posts, opinions, or content not coordinated through and approved by the City Administrator or Communications Director.
- (b) If City personnel posts data purporting to be on behalf of the City while using a social media site without the prior approval of the City Administrator, the City is not responsible for said posted content. Such content is not to be construed as reflecting the views or opinions of the Mayor, City Council or City Staff, and the City is not responsible for archiving such content in accordance with the records retention schedule or providing copies in accordance with the Texas Public Information Act (PIA) and may be grounds for disciplinary action.
- (c) The absence of explicit reference herein to a particular site does not limit the extent of the application of this Policy. If any personnel is uncertain, the employee must consult their supervisor before proceeding.

### 8.04 General Guidelines

- (a) While on duty, the use of City equipment or internet service by personnel must be limited to work-related tasks. Social media activities shall never interfere with work commitments.

- (b) It shall be a Policy violation for any personnel to post online content as a representative of the City, or on the City's behalf without the City Administrator's or Communications Director's prior approval.
- (c) Any personnel posting City-related issues online not as an approved representative of the City or on the City's behalf, shall explicitly clarify they are speaking for themselves and not on behalf of the City by displaying the following disclaimer: "This is my own opinion and not necessarily the opinion or position held by the City or City Council."

#### **8.05 Guidelines for Official City Sites**

- (a) All City-sanctioned social media sites shall be maintained by the Communications Director, City Administrator, or the Administrator's designee. Any content to be posted on City-sanctioned social media sites must meet the approval of the Communications Director or the City Administrator before it is posted.
- (b) All personnel that engage in social media activities and/or visit any City-sanctioned social media site on the City's behalf shall adhere to applicable federal, state, and local laws, regulations and policies, including the Texas Public Information Act and the records retention schedule. All content must be managed, stored, and retrieved to comply with these laws.
- (c) Any personnel that posts online content as a representative of the City, or on the City's behalf shall clearly state within said post that said content is subject to all applicable records retention and public disclosure laws. All City-sanctioned social media sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to records retention and public disclosure.
- (d) Any content posted as representative of the City, or content posted to a City sanctioned social media site containing any of the following is prohibited:
  - (1) Comments not topically related to the particular site or blog article being commented upon;
  - (2) Profane language or content;
  - (3) Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, sex, marital status, status with regard to public assistance, national origin, physical or mental disability;
  - (4) Sexual content or links to sexual content;
  - (5) Conduct or encouragement of illegal activity;
  - (6) Information that may compromise the safety or security of the public or public systems;
  - (7) Content that violates a legal ownership interest of any other party;
  - (8) Information that is incorrect or misleading;
  - (9) Information that is in conflict with an approved City policy, ordinance, directive, or plan; and/or
  - (10) Anything else that creates a disruption in the workplace.

- (e) Content submitted for posting on a City-sanctioned social media site that is deemed unsuitable for posting by the Communications Director or the City Administrator because it violates criteria in the preceding item of this Policy, shall be retained pursuant to the records retention schedule along with a description of the reason the specific content is deemed unsuitable for posting.
- (f) Any hyperlinks posted on a City-sanctioned social media site shall be accompanied by the following disclaimer: “The City guarantees neither the authenticity, accuracy, appropriateness nor security of the link, website, or content linked thereto.”
- (g) Personnel found in violation of this Policy may be subject to disciplinary action, up to and including termination of employment.

## SECTION 9: SURPLUS EQUIPMENT POLICY

### 9.01 Purpose

The purpose of this *Surplus Equipment Policy* is to establish procedures for managing and disposing of the City’s surplus property and equipment in a manner that is fiscally responsible. This policy applies to all City of Dripping Springs personnel.

### 9.02 Definitions

*Office Equipment:* Not office supplies. Includes furniture, electrical appliances, wall hangings, and anything else valued over \$25.00 and/or listed in the City of Dripping Springs liability inventory.

*IT Equipment:* Machines used to acquire, store, analyze, or process data and information electronically, including for printing, transmitting, and receiving, or storing electronic information such as a computer, computer accessories, or copy machine.

*Surplus Property:* Equipment, furniture, scrap or salvaged material, or other tangible property that might still have some usefulness but is no longer needed or required by the City of Dripping Springs, regardless of its present condition or estimated value.

*Office Supplies:* Office tools such as staplers, writing utensils, scissors, and other tools used within the office with a replacement value of under \$25.00.

*Salvage Property:* Generally, refers to personal property that is damaged, used, or consumed so that it has no value for the purpose for which it was originally intended.

### 9.03 Procedure

Under this policy, City staff are responsible for:

- (1) Coordinating the transfer of surplus equipment from the City;
- (2) Ensuring that the appropriate paperwork or forms are completed prior to transfer;



- (3) Providing temporary storage until sale or disposal of the surplus equipment or property;
- (4) Maintaining a master list of all surplus equipment that is transferred or is awaiting transfer;
- (5) Updating the master list of surplus equipment accordingly;
- (6) Allocating the proceeds from the sale of surplus equipment properly and in accordance with Texas Local Government Code Chapter 51, if necessary.

Unauthorized removal, disposal, or expropriation of City equipment or surplus property is considered theft and constitutes a serious breach of City policy and may result in disciplinary action, including, but not limited to dismissal, or criminal prosecution.

**(a) Reporting Authority:** Parks employees shall report issues related to non-IT equipment to the Parks and Community Services Director.

All other employees shall report issues related to non-IT equipment to the Maintenance Director.

All employees shall report issues related to IT equipment to the IT Coordinator.

**(b) Surplus Equipment:** The City Maintenance Director may declare equipment or property that is no longer useful for the City of Dripping Springs as surplus. Before declaring equipment or property as surplus, the Maintenance Director is encouraged to:

- (1) Trade in the property towards the purchase of new property;
- (2) Transfer the property within the City; or
- (3) Transfer the property to another City office.

The City Maintenance Director shall oversee any of the above transactions or other disposal of surplus equipment or property.

**(c) Broken Equipment (Non-IT):** The City Parks and Community Services Director and the City Maintenance Director can determine the procedure for the disposition of broken equipment that can be repaired.

If broken equipment cannot be repaired, an employee shall inform their immediate supervisor. The Department Director will work with the City Parks and Community Services Director or the City Maintenance Director to dispose of that broken equipment or property with written approval by City Administrator. This does not govern the procedure for disposal or transfer of broken IT equipment or property.

**(d) Unused Equipment (Non-IT):** An employee shall inform their immediate supervisor if there is unused equipment at their workstation or site. The Department Director will work with the City Parks and Community Services Director and the City Maintenance Director to determine the procedure for the disposition of unused equipment or property

with written approval of the City Administrator. Unused equipment is equipment that is no longer needed due to:

- Lack of continued need
- Lack of trade-in value
- Obsolescence
- Wear, damage, or deterioration
- Major repair is impractical
- Excessive cost of maintenance

(e) **Broken Equipment (IT):** The City IT Coordinator is in charge of processing, transferring, and disposing of broken IT equipment or property. In general, the length of time that an electronic or computing device should be a consideration when determining whether such a device should be deemed surplus, especially if IT equipment is broken, or breaks often. Used IT devices, even broken devices, can contain confidential data and licensed software that are at risk of unauthorized use. To promote the security of confidential information, the IT Coordinator is required to erase data stored on IT devices before their sale, disposal, or relocation.

Many IT devices contain harmful heavy metals that are harmful to the environment when improperly disposed. If these devices are subject to disposal, they cannot be disposed of in landfills or other scrap metal recycling programs. Compliance with local or state recycling programs is requested.

Employees shall inform IT coordinator of broken equipment. If broken beyond repair, IT equipment cannot be repaired, an employee shall inform IT Coordinator. The IT Coordinator may dispose of that the broken equipment or property with written approval by City Administrator.

(f) **Unused Equipment (IT):** The City IT Coordinator is in charge of processing, transferring, and disposing of unused IT equipment or property. In general, the length of time that an electronic or computing device should be a consideration when determining whether such a device should be deemed surplus. If the equipment is unused and can be transferred or sold, then the City IT Coordinator should make that consideration when determining proper disposition procedures for that equipment or property.

Unused IT devices still contain harmful heavy metals that are harmful to the environment when improperly disposed. If these devices are subject to disposal, they cannot be disposed of in landfills or other scrap metal recycling programs. Compliance with local or state recycling programs is requested.

Employee shall inform the IT Coordinator if there is unused IT equipment at their workstation or site. The IT Coordinator can determine the procedure for the disposition

of unused equipment or property with written approval of the City Administrator. Unused equipment is equipment that is no longer needed due to:

- Lack of continued need
- Lack of trade-in value
- Obsolescence
- Wear, damage, or deterioration
- Repair is impractical
- Excessive cost of maintenance

**(g) Equipment for Sale:** The City Maintenance Director is in charge of selling any surplus equipment or property. Items may be transferred to other City departments, donated to non-profit organizations, or given away at no cost to avoid landfill disposal. Items will be sold at the discretion of the City Maintenance Director with approval from the City Administrator. The City Maintenance Director, with the prior approval of the City Administrator, may donate surplus equipment or property directly to a non-profit organization with proof of the 501(c)(3) status of recipient.

**(h) Office Supplies:** For office supplies, as defined above, that are broken, such as a stapler or scissors, an employee may dispose of such supply. After disposing of any such property, the employee should inform their immediate supervisor and the Department Director will inform the City Maintenance Director or City Parks and Community Services Director of the disposition.

For office supplies, as defined above, that are unused, such as a stapler or scissors, an employee shall inform their immediate supervisor. The Department Director will inform the City Maintenance Director or City Parks and Community Services Director so that such supply can be stored.

If there is a question of whether an item can be disposed of as an “office supply” or whether an object is “equipment”, the employee should contact the City Maintenance Director or City Parks and Community Services Director for verification and handle such property appropriately.

## SECTION 10: TRAVEL AND REIMBURSEMENTS

### 10.01 Registration Fees

Fees charged for registration for conferences meetings, or seminars are allowed for prepayment or reimbursement. Invoices, registration forms, and supporting information providing documentation of fees or rates must be submitted with the request for payment.

### 10.02 Reimbursements

Reimbursement for education, training, conference, and other business-related expenditures incurred by City employees and officials in the performance of their duties and responsibilities will comply with standard, uniform procedures. Reimbursements may

be made for the following types of expenditures, upon submittal of an expense report along with the receipts:

- (a) **Transportation:** Coach rate air fare, toll roads, out-of-pocket expenses incurred during use of a City vehicle, mileage at the current Internal Revenue Service established rate. Cost of any taxi fare incurred, plus gratuity. Cost associated with parking of personal or City vehicles resulting from travel or conduct of City business. Each official and employee will use best efforts to use the most cost-efficient travel for each trip. Reimbursements will only be given for the actual cost of travel and will not be given for the use of reward travel or “miles”.
- (b) **Meals:** Cost of meal reimbursement will be based on actual charges and should be reasonable and prudent, not extravagant. The costs of meals will be reimbursed up to the state per diem rate for the location at which the meal is purchased pursuant to the rates established by the U.S. General Services Administration.
- (c) **Entertainment:** Employees are responsible for the costs of their own entertainment.
- (d) **Lodging:** Actual cost of room, plus appropriate taxes.
- (e) **Per Diem:** The City Administrator or Mayor may establish per diem for certain travel events.

### 10.03 Cash Advances

Employees shall submit receipts accounting for all cash advances made from petty cash.

## SECTION 11: DISCRIMINATION

### 11.01 Equal Employment Opportunity

The City’s employment decisions are made without regard to race, color, religion, sex, age, national origin, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. Any employee discriminated against or harassed shall report such conduct to his or her immediate supervisor or City Administrator; provided, however, if a City Administrator is the alleged source of a claim of discrimination or harassment, the aggrieved employee may address such claim directly to the Mayor, or if the Mayor is the alleged source of a claim, then the aggrieved employee may address such claim directly to any member of City Council.

## 11.02 General Prohibition

The City shall base all employment actions and decisions on a person's qualifications, experience, performance, demeanor, and behavior. The City shall **not** discriminate against employees on the basis of race, ethnicity, sex, religion, or nation of origin.

## 11.03 Harassment

### (a) Harassment Prohibited

It is City Policy that all employees should be able to enjoy a work environment free from all forms of unlawful discrimination, including sexual, racial, religious, or other harassment. Accordingly, no employee shall engage in harassment of any employee, applicant, or any other individual.

### (b) Harassment Defined

Harassment is behavior that is motivated in whole or in part by a person's protected class, that is not welcome, and is personally offensive, or that lowers morale and that, therefore, interferes with an employee's work effectiveness. It can include verbal abuse and gestures. Harassment occurs in many forms, including but not limited to, unwelcome physical contact, verbal abuse, leering, gestures, electronic communication, and more subtle communication or advances and pressure involving the individual's protected class. Harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or
- (3) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, whether or not it is directly linked to the granting or denial of an economic benefit.

### (c) Harassment is Punishable

Harassment is a form of misconduct that undermines the integrity of the employment relationship. No employee should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical or verbal abuse related to a protected status. A finding that any employee has committed any such form of harassment will result in disciplinary action.

### (d) Reporting Required

Any employee who believes that the employee has been subjected to any of the forms of harassment set forth above should report this harassment to: (1) the employee's supervisor; (2) the City Administrator; (3) the City Attorney; and/or (4) the Mayor. Complaints against the City Administrator should be reported to the Mayor, the City Attorney, or a member of the City Council. Every supervisor or officer receiving a report

of alleged harassment must notify the Mayor and all persons in the alleged offender's chain of command. Appropriate action must be promptly taken. The first action taken in such event shall include steps calculated to prevent reoccurrence of any such alleged incidents, pending investigation and final resolution of the complaint. Each such report shall be investigated promptly and appropriate corrective action will be taken with the City Administrator's concurrence unless the allegation involves the City Administrator, in which case the appropriate corrective action will be taken by the Mayor.

**(e) Investigation Without Retaliation**

All good faith complaints of harassment will be promptly investigated, ensuring confidentiality to the maximum possible extent. Disciplinary action shall be taken against any employee in violation of this policy. Such disciplinary action will be determined by the nature of the wrongful act and may result in immediate dismissal of the offending employee. No employee of the City shall be retaliated against for filing a complaint of harassment in good faith or for participating and cooperating in the good faith reporting or investigation of such a claim. However, the City recognizes that false accusations of harassment can have serious effects on innocent men and women, their reputation, and their families. False accusations of sexual harassment will result in severe disciplinary action.

**(f) Training Required**

It will be the responsibility of the City Administrator to inform all employees of the policy concerning non-discrimination, equal employment opportunities, and harassment, as well as the gravity of such behavior and the procedure to be employed in the event an allegation develops.

**11.04 Disabilities**

The City shall evaluate all job applicants and employees based on ability to perform the essential functions of the position with or without reasonable accommodation. The City shall comply with the federal Americans with Disabilities Act (ADA).

**11.05 Religious Affiliation**

The City shall not evaluate or take employment action on job applicants or employees based on the applicant or employee's religious practices or membership. It is imperative, however, that employees not allow their religious activities to interfere with the performance of work-related duties or the completion of assignments. Being a government institution, the City does not allow employees to proselytize.

**11.06 Immigration Law Compliance**

- (a) Federal law requires that the City ensure all employees are authorized for employment in the United States. Therefore, only individuals lawfully authorized for employment in the United States will be employed.
- (b) In connection with federal law, the City must collect certain information and review certain documentation concerning the employment authorization of individuals



hired. This information and documentation will be used only for compliance with the Immigration Reform and Control Act, as amended, and not for any unlawful purpose. If an employee's employment authorization changes or terminates after the start date of employment, the employee will be responsible for informing the City Administrator or a Human Resources representative immediately.

## **SECTION 12: DISCIPLINARY MEASURES**

### **12.01 Progressive Discipline**

To the extent practicable, the City prefers to pursue a course of progressive discipline, which may include the following options (in no particular order): verbal counseling, training, verbal reprimands, written reprimands, suspension with pay, suspension without pay, demotion, reduction in pay, and discharge.

### **12.02 Discretionary Discipline**

Whether to take disciplinary action rests with the discretion of the City Administrator, Mayor, who shall not be bound by the terms or procedures of this Manual (which is solely a guide).

### **12.03 Grievance Procedure**

- (a) Employees or recently separated former employees dissatisfied with any employment issue, such as a possible job discrimination matter, health and safety issues, drug-related issues, or a disciplinary matter, may pursue a grievance.
- (b) Employees or recently separated former employees may submit a written grievance regarding any employment issue to the City Administrator within five (5) business days of the latest occurrence. A written grievance involving the City Administrator may be submitted to the Mayor within five (5) business days of the latest occurrence. The notice must specify what action was taken by the City or what action has been observed, and how the action is either unwarranted or inappropriate.
- (c) The City will investigate when necessary, allow the initiator of the grievance a reasonable opportunity to bring forth evidence and witnesses to support the initiator's case, and allow the initiator to question and fully refute any charges brought against the employee or recently separated former employee. The City Administrator shall issue a decision on all grievances to the submitting employee. For employees for which the City Administrator is the final hiring and termination authority, the City Administrator's decision is final. For employees for which the City Council is the final hiring and termination authority, the submitting employee may appeal the City Administrator's decision to the Mayor for consideration by City Council within five business days of receiving the decision of the City Administrator.

### **12.04 Personnel Files**

Employees may request access to their personnel files via the City Administrator. In general, for individuals other than the employee, an employee's personnel file should be

accessed only by those who have a job-related need to know or if a law requires the release. Under the Public Information Act, and subject to confidentiality rules set by state law, some or all of an individual's personnel file may be released to a member of the public if requested.

## SECTION 13 : SEPARATIONS

### 13.01 Non-Disciplinary Separations

- (a) **Layoffs:** The City retains the ability to restructure all employment positions and perform any necessary Reductions in Force (RIFs).
- (b) **Resignation:** Employees may resign at any time. To remain in good standing, employees are encouraged to provide two (2) weeks' notice of any intent to voluntarily leave employment.
- (c) **Retirement:** Any retirement intentions must be in conformance with the City's retirement plan.
- (d) **Incapacity:** An employee may be separated if such employee is unable to perform the functions of the employee's position, as expressly provided in the job description for such position, with or without reasonable accommodation. A finding that an employee is Unfit for Duty shall be made only through individual medical determination by a competent medical authority as prescribed by the City Administrator and Mayor. The City Administrator may require that a current employee undergo a Fit for Duty evaluation, at the City's expense, to determine if such employee is able to satisfactorily perform the essential functions of the employee's current position, and whether the employee can satisfactorily perform such functions with or without reasonable accommodation.

### 13.02 Discharge

Authority to terminate resides with the City Administrator unless the employee is hired by City Council pursuant to state law or this Manual. The City Administrator shall consult with the employee's supervisor and the City Attorney prior to termination. During an investigation related to discipline or discharge, the City Administrator may place the employee on paid or unpaid administrative leave. Either the City or employees may terminate the employment relationship, for any reason, or no reason (so long as the reason is not discriminatory, as established by this Manual).

A non-exhaustive list of grounds for discipline or discharge of an employee by the City include (but is not limited to) the following:

- (a) Insubordination
- (b) Neglect of Duty
- (c) Violation of City Policy, City Ordinance, State Law, or Federal Law
- (d) Failure to conduct self in a courteous and proper manner while on duty. Misappropriation of Funds, Equipment, or Supplies

- (e) Persistent tardiness or truancy
- (f) Carelessness or Recklessness
- (g) Misconduct
- (h) Misuse of City equipment or information
- (i) Dishonesty
- (j) Violation of Personnel Manual
- (k) Incompetency
- (l) Harassment

### **13.03 Return Items**

On or before the last day of employment with the City, all departing employees must return all equipment, supplies, files, and resources provided to the employee by the City during the employee's tenure with the City.

### **13.04 Payment for Leave**

The City will pay separated employees for untaken vacation leave of up to 112 hours if the employee has worked for the City for at least 1 year. Compensatory time will be paid-out upon termination for all exempt employees. Employees who are terminated or do not provide adequate notice of resignation shall not receive accrued vacation leave.

### **13.05 Reference**

All reference inquiries are to be directed to the City Administrator or the City Administrator's designee. The City Administrator may designate an employee or former employee's supervisor or director as the appropriate individual to provide a reference. Under state law, the City is allowed to provide a truthful employment reference regarding a current or former employee. However, the City is not required to provide an employment reference to or about a current or former employee.

### City of Dripping Springs

### ACKNOWLEDGEMENT

I, \_\_\_\_\_ (*printed name*), hereby acknowledge that I have received a copy of the City of Dripping Springs’s ***Personnel Manual***. I have read and understood the information presented to me. If I have questions about anything I have read, I have asked my Supervisor for and received clarification. Specifically, I understand the following:

- My employment status is *at-will*, and either I or the City of Dripping Springs may terminate my employment at any time, with or without reason.
- I do not have a contract or term of office with the City of Dripping Springs unless it is through a separate written and signed agreement.
- My supervisor does not have the authority to enter into a contract with me. ○ Harassment and discrimination are not tolerated in the workplace.
- I share with my fellow employees a duty to prevent and report violations of the policies set forth in the Personnel Manual.
- My employer will promptly and thoroughly investigate all claims and take remedial measures, up to and including termination.

\_\_\_\_\_  
Employee’s Signature      Witness’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### City of Dripping Springs

### ELECTION REGARDING PERSONAL INFORMATION

#### TO THE CITY SECRETARY:

I, \_\_\_\_\_ (*printed name*), hereby make the following election with respect to allowing public access to information in the custody of the City of Dripping Springs that relates to my home address, home telephone number, and social security number or that reveals whether I have family members.

I do **not** want the City of Dripping Springs to disclose or allow public access to the following (*check all that apply*):

- My home address
- My home telephone number
- Information that reveals whether I have family members

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**Attachment "A"**

**EMPLOYEE TRAINING AND REIMBURSEMENT AGREEMENT**

THIS EMPLOYEE TRAINING AND REIMBURSEMENT AGREEMENT (the "Agreement") dated \_\_\_\_\_, 20\_\_\_\_, ("Effective Date") is by and between, the City of Dripping Springs, a municipality in Hays County, and \_\_\_\_\_, a current employee of the City ("Employee").

**RECITALS**

WHEREAS, Employee has requested and the City has agreed to pay for the Employee to attend a conference, meeting, seminar, workshop, training, educational course, or similar instructional class (collectively, "Training"); and

WHEREAS, in consideration for the City's payment for the Training, Employee acknowledges that through attendance at such Training, Employee will acquire skills and enhance his or her professional skills or knowledge making the Employee more marketable; and

WHEREAS, Employee agrees to reimburse the City for the cost of such Training in the event that employment with the City is terminated in accordance with the terms of this Agreement.

**AGREEMENT**

NOW THEREFORE, in consideration of the above recitals and the individual and mutual covenants of the parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the parties hereto:

1. Cost of Training and Expenses. The City agrees to pay a total of \$ \_\_\_\_\_ ("Cost") for the following Training:

Name of Training: \_\_\_\_\_

Training Provided by: \_\_\_\_\_

Training Location: \_\_\_\_\_

Date(s) of Training: \_\_\_\_\_

In addition to the Cost of the Training, the City agrees to reimburse additional reasonable expenses related to attendance at such Training up to \$ \_\_\_\_\_ for travel, food, and incidentals; provided that the Employee submits the appropriate expense reports and all receipts for the expenses associated with the Training and such expenses are reimbursable.

2. Reimbursement for Cost of Training. Except as provided below, Employee agrees to reimburse the City for the Cost of the Training paid by the City if the Employee's employment terminates within two (2) years of completion of the Training. Employee agrees to reimburse the City within thirty (30) days of termination.



3. Salary Deduction. Employee agrees and authorizes the City to deduct the amount owed hereunder, to the extent permissible by law, from Employee’s pay following notification of termination of employment with the City. The City, in its sole discretion, may determine whether to deduct any amount owed from the Employee’s pay. If the amount owed under this Agreement exceeds the amount deducted from the Employee’s pay, in accordance with Section 2, Employee agrees to reimburse the City any remaining amount due to the City within thirty (30) days of terminating employment.

4. Continuation of Employment-at-Will Relationship. Employee and the City understand and agree that this Agreement does not constitute an employment agreement and nothing in this Agreement shall replace the Employee and the City’s at-will employment arrangement. Both Employee and the City understand that the employment relationship may be terminated by either party for any or no reason at any time prior to the termination of this Agreement.

5. Term. This Agreement shall be in effect from the Effective Date until all reimbursement, if any, is due under this Agreement.

6. Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties. Employee and the City may mutually agree to modify the terms of this Agreement at any time; provided, however, that any such modification must be in writing and signed by both parties to this Agreement.

7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas and any dispute shall have venue in Hays County.

8. Severability. If any provision of this Agreement is held to be invalid by a court of law, the remaining provisions shall remain in full force and effect.

9. Counterparts. This Agreement shall be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

10. Headings. Headings of provisions of this Agreement are solely for the convenience of reference and are not a part of this Agreement and shall not affect the meaning, construction, operation or effect hereof.

IN WITNESS WHEREOF, the City and Employee hereto have caused this Agreement to be executed on the date and year first above written.

EMPLOYEE

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

(Printed)

CITY OF DRIPPING SPRINGS

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

Attachment "B"

KEY CONTROL POLICY

The purpose of this Key Control Policy is to establish reasonable personal security for the staff of the City of Dripping Springs and to ensure the protection of personal and city property through the control of keys (including fobs) to city facilities.

In return for the loan of a key, employees: 1) shall not give or loan the key to others; 2) shall not make any attempts to copy, alter, duplicate, or reproduce the key; 3) shall use the key for authorized purposes only; 4) shall safeguard and store the key securely; 5) shall immediately report any lost or stolen keys; and 6) shall produce or surrender the key upon official request.

If a key is lost, stolen, or not surrendered when officially requested, a charge that reflects the cost of changing any and all locks and keys affected may be assessed. Misuse of City Equipment including City keys may result in discipline up to and including discharge pursuant to Section 12.02 of the CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

KEY DISTRIBUTION & RETURN

EMPLOYEE NAME: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_
ISSUE DATE: \_\_\_\_\_ ISSUER'S SIGNATURE: \_\_\_\_\_
RETURN DATE: \_\_\_\_\_ RECEIVER'S SIGNATURE: \_\_\_\_\_

REQUESTED ACTION/RECORD (circle those that apply)

- KEY ISSUANCE RETURNED KEY LOCK OPENING
LOCK/HARDWARE CHANGE REPORT OF LOST/STOLEN KEY

DESCRIPTION OF KEY(S)

- 1. \_\_\_\_\_ 6. \_\_\_\_\_
2. \_\_\_\_\_ 7. \_\_\_\_\_
3. \_\_\_\_\_ 8. \_\_\_\_\_
4. \_\_\_\_\_ 9. \_\_\_\_\_
5. \_\_\_\_\_ 10. \_\_\_\_\_

**DETAILS**

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**ACKNOWLEDGEMENT AND AGREEMENT**

I, \_\_\_\_\_ (*printed name*), hereby acknowledge that I have received a copy of the City of Dripping Springs’s **Key Control Policy**. I have read and understood the information presented to me. I agree to return any City of Dripping Springs keys/fobs to the City upon my separation from the City on or before the last day of my employment or upon request of the City Administrator.

In return for the loan of this key(s), I agree to: 1) not give or loan the key(s) to others; 2) not make any attempt to copy, alter, duplicate, or reproduce the key(s); 3) use the key(s) for authorized purposes only; 4) safeguard and store the key(s) securely; 5) immediately report any lost or stolen key(s); and 6) produce or surrender the key(s) upon official request. I also agree that if the key is lost, stolen, or not surrendered when officially requested, a charge that reflects the cost of changing any and all locks affected may be assessed.

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
City Administrator’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# STAFF REPORT

## City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78602

### ATTORNEY CLIENT PRIVILEGE/WORK PRODUCT

**Submitted By:** Laura Mueller, City Attorney; Marianne Landers Banks, Bojorquez Law Firm

**Council Meeting Date:** January 18, 2022

**Agenda Item Wording:** Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project. Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072

**Agenda Item Requestor:** Bill Foulds, Jr. Mayor

**Summary/Background:** There is one action item to take after this closed session.

**Condemnation Resolution for Zielbauer property.** The City needs this parcel for the construction of wastewater improvements at the East Interceptor. No settlement was reached with the property owners so now it is requested that the City Council allow Staff, our condemnation attorney Marianne Landers Banks, and the Mayor to proceed with condemnation.

The valuation of the tract is \$16,487.

**Recommended Council Actions:** Once in Open Session-move to bring the item in the open session. Then Motion to Approve resolution to move forward with condemnation of the Zielbauer tract as presented.

**Attachments:** Condemnation Resolution, condemnation packet, survey. PowerPoint.

**Next Steps/Schedule:** If these move forward staff will proceed with condemnation and negotiations.

