



DRIPPING SPRINGS
Texas

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, May 17, 2022 at 6:00 PM

AGENDA

CALL TO ORDER AND ROLL CALL

City Council Members

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

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Shawn Cox
City Secretary Andrea Cunningham
Public Works Director Aaron Reed
Maintenance Director Craig Rice
Building Official Sarah Cole
Planning Director Howard Koontz
Senior Planner Tory Carpenter
Municipal Court Judge Marilyn Miller

PLEDGE OF ALLEGIANCE

ELECTIONS

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

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.

PROCLAMATIONS & PRESENTATIONS

- 4. Presentation and Recognition of the Founders Day Commission for the 2022 Founders Day Event.**
- 5. Proclamation proclaiming the week of May 15 - 21, 2022, as "Emergency Medical Services Week" in the City of Dripping Springs, Texas. Sponsors: Council Members Tahuahua and Harris-Allison**

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.

- 6. Approval of the March 19, 2022, City Council regular meeting minutes.**
- 7. Approval of the May 10, 2022, City Council regular meeting minutes.**
- 8. Approval of an updated Reimbursement Resolution for the Tax Increment Reinvestment Zones Number 1 and 2 to reimburse the City for any and all TIRZ expenses. Sponsor: Mayor Foulds, Jr.**
- 9. Approval of a Professional Service Agreement with Kimley Horn Engineering for PS & E design of the Middle School pedestrian improvements CSJ 0914-33-088 funded by the 2019 TxDOT TASA grant program.**
- 10. Approval of an Extension (one year) of the Grounds Maintenance Contract between the City of Dripping Springs and Elk Ridge Mowing.**
- 11. Approval of the February 2022 City Treasurer's Report.**

BUSINESS AGENDA

- 12.** Discuss and consider approval of an Ordinance Authorizing the Issuance of \$19,895,000 City of Dripping Springs, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022; and Other Related Matters. *Sponsor: Mayor Foulds, Jr.*
- 13.** Public hearing and possible action regarding an Ordinance of the City of Dripping Springs, Texas ("City") extending the Temporary Moratorium on the Acceptance, Authorization, and Approvals necessary for the Subdivision, Site Planning, Development, or Construction in the City Limits and Extraterritorial Jurisdiction, providing for Findings of Fact, Definitions, Applicability, Purpose, Enactment, Duration, Extension, Exceptions, and Exemptions, Determination and Appeals, Repealer, Severability, Enforcement, Effective Date, and Proper Notice and Meeting. *Sponsor: Mayor Foulds, Jr.*
 - a. Staff Report
 - b. Public Hearing
 - c. Moratorium Ordinance
- 14.** Discuss and consider approval of an Amended and Restated Wastewater Service and Fee Agreement with the Double L (Anarene) Subdivision.
- 15.** Discuss and consider possible action related to the Proposed Five (5) Year Road Maintenance Plan. *Sponsor: Councilmember Tahuahua*
- 16.** Discuss and consider possible action regarding the Allocation of Funds and Revised Plan for the Improvement of Rob Shelton Boulevard North. *Sponsor: Mayor Foulds, Jr.*
- 17.** Public hearing and consideration of approval of an Ordinance adopting City of Dripping Springs Youth Programs' Standards of Care for the City's recreational programs. *Sponsor: Council Member Parks.*
 - a. Staff Report
 - b. Public Hearing
 - c. Ordinance
- 18.** Discuss and consider approval of an Ordinance amending Chapter 28: Subdivisions and Site Plans and Exhibit A to Chapter 28: Subdivision Ordinance related to resubmission and refile of plat and site plan applications.
- 19.** Discuss and consider approval of an Amendment to the City of Dripping Springs Fee Ordinance for unauthorized occupancy and resubmittal fees for Plats and Site Plans.
- 20.** Public hearing and consideration of approval of an Ordinance adding a definition for Special Event Facility under Chapter 30, Exhibit A Zoning Ordinance, Section 1: General Provisions, Section 3: Zoning Districts, Section 5: Development Standards and Use Regulations, and Appendix E: Zoning Use Regulations.
 - a. Staff Report
 - b. Public Hearing
 - d. Text Amendment

- 21. Discuss and consider approval of the Appointment of one member to the Emergency Management Commission for an at-large seat with an unexpired term ending January 1, 2023.**

REPORTS

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

- 22. Maintenance and Facilities Monthly Report**
Craig Rice, Maintenance Director

- 23. Transportation Committee Report**
Committee Chair Travis Crow

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.

- 24. Consultation with City Attorney and Deliberation of Real Property related to the Village Grove Project.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*
- 25. Consultation with City Attorney related to the South Regional Water Reclamation Project and the litigation on the Wastewater Permit and related items.** *Consultation with City Attorney, 551.071*
- 26. Consultation with City Attorney and Deliberation of Real Property related to easements for road improvements at Roger Hanks Parkway.** *Consultation with City Attorney, 551.071; Deliberation on Real Property, 551.072*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

June 7, 2022, at 6:00 p.m. (CC & BOA)

June 21, 2022, at 6:00 p.m. (CC)

July 5, 2022, at 6:00 p.m. (CC & BOA)

July 19, 2022, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

May 19, 2022, Emergency Management Commission at 12:00 p.m.

May 23, 2022, Transportation Committee at 3:30 p.m.

May 24, 2022, Planning & Zoning Commission at 6:00 p.m.

May 25, 2022, Economic Development Committee at 4:00 p.m.

May 26, 2022, Farmers Market Committee at 10:00 a.m.

June 1, 2022, DSRP Board at 11:00 a.m.
June 2, 2022, Historic Preservation Commission at 4:00 p.m.
June 6, 2022, Parks & Recreation Commission at 6:00 p.m.
June 8, 2022, Utility Commission at 4:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **May 13, 2022, at 2:00 p.m.***

City Attorney Laura Mueller for
City Secretary Andrea Cunningham

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



In the name and by the authority of
The State of Texas

THIS IS TO CERTIFY, that a general election held on
Saturday May 7, 2022

Bill Foulds, Jr. was
Duly elected
MAYOR



In testimony whereof, I have hereunto signed
my name and caused the Seal of Dripping
Springs to be affixed at the City of Dripping
Springs, this the 17th day of May 2022.

Bill Foulds, Jr., Mayor
Presiding Officer of Canvass Authority

Form #2204 Rev 9/2017
Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None

This space reserved for office use



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Bill Foulds, Jr., do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Mayor of Dripping Springs of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of TEXAS

County of HAYS

Sworn to and subscribed before me on this 17TH day of May, 20 22.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Marilyn Miller, Dripping Springs Municipal Court Judge

Printed or Typed Name

Form #2201 Rev. 05/2020
Submit to:
SECRETARY OF STATE
Government Filings
Section P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Bill Foulds, Jr., do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: City of Dripping Springs Mayor

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: May 17, 2022

Signature of Officer



In the name and by the authority of
The State of Texas

THIS IS TO CERTIFY, that a general election held on
Saturday May 7, 2022

Wade King was

Duly elected

COUNCIL MEMBER PLACE 2



In testimony whereof, I have hereunto signed
my name and caused the Seal of Dripping
Springs to be affixed at the City of Dripping
Springs, this the 17th day of May 2022.

Bill Foulds, Jr., Mayor
Presiding Officer of Canvass Authority

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Wade King, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Dripping Springs Council Member Place 2 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of TEXAS

County of HAYS

Sworn to and subscribed before me on this 17TH day of May, 2022.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Marilyn Miller, Dripping Springs Municipal Court Judge

Printed or Typed Name

Form #2201 Rev. 05/2020
Submit to:
SECRETARY OF STATE
Government Filings
Section P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Wade King, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: City of Dripping Springs Council Member Place 2

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: May 17, 2022

Signature of Officer



In the name and by the authority of
 The State of Texas

THIS IS TO CERTIFY, that a general election held on
 Saturday May 7, 2022

Wm. Travis Crow was
 Duly elected

COUNCIL MEMBER PLACE 4



In testimony whereof, I have hereunto signed
 my name and caused the Seal of Dripping
 Springs to be affixed at the City of Dripping
 Springs, this the 17th day of May 2022.

 Bill Foulds, Jr., Mayor
 Presiding Officer of Canvass Authority

Form #2204 Rev 9/2017
Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None

This space reserved for office use



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Wm. Travis Crow, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Dripping Springs Council Member Place 4 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of TEXAS

County of HAYS

Sworn to and subscribed before me on this 17TH day of May, 20 22.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Marilyn Miller, Dripping Springs Municipal Court Judge

Printed or Typed Name



**PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING THE MAY 15 – 21, 2022 AS**

“Emergency Medical Services Week”

- WHEREAS,** emergency medical services is a vital public service; and
- WHEREAS,** the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and
- WHEREAS,** access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and
- WHEREAS,** emergency medical services has grown to fill a gap providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and
- WHEREAS,** the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and
- WHEREAS,** the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and
- WHEREAS,** it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

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

1. That the week of May 15 – 21, 2022, be proclaimed as “Emergency Medical Services Week,” in the City of Dripping Springs.
2. The City Council calls upon the citizens of Dripping Springs to recognize those individuals working in and supporting our emergency medical system.

Bill Foulds, Jr., Mayor



CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, April 19, 2022 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

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

City Council Members present were:

Mayor Bill Foulds, Jr.
 Mayor Pro Tem Taline Manassian
 Council Member Place 2 Wade King
 Council Member Place 3 Geoffrey Tahuahua
 Council Member Place 4 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
 IT Coordinator Jason Weinstock
 Public Works Director Aaron Reed
 Planning Director Howard Koontz
 Senior Planner Tory Carpenter
 Community Events Coordinator Caylie Houchin
 Building Official/Utility Coordinator Sarah Cole

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.

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

- 1. Approval of the April 5, 2022, City Council regular meeting minutes.**
 - 2. Approval of the reappointment of Jake Adams, Brian Daniel, and Dee Marsh as at-large members to the Founders Day Commission for terms ending June 30, 2023.**
 - 3. Consider Approval of a Resolution Approving and Accepting a Construction Bond for Heritage Phase 1 Public Improvements.**
- Filed as Resolution No. 2022-R21**
- 4. Approval of the March 2022 City Treasurer's Report.**
 - 5. Approval of a Participation Agreement between the City of Dripping Springs and Hays County Emergency Services District No. 6 regarding the 2022 Founders Day Event.**
 - 6. Approval of a Participation Agreement between the City of Dripping Springs and Hays County Emergency Services District No. 1 regarding the 2022 Founders Day Event.**

A motion was made by Council Member Tahuahua to approve Consent Agenda Items 2 – 6. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

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

BUSINESS AGENDA

- 7. Discuss and consider approval of an Annexation Petition and direction to staff to negotiate an Annexation Agreement with owners to annex approximately 38.68 acres in**

the extraterritorial jurisdiction, situated in the Benjamin F Hanna located at 2901 W US 290. Applicant: Brian Estes, P.E.

a. Applicant Presentation – No presentation was given.

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

c. Annexation Petition – A motion was made by Council Member Tahuahua to approve an Annexation Petition and direction to staff to negotiate an Annexation Agreement with owners to annex approximately 38.68 acres in the extraterritorial jurisdiction, situated in the Benjamin F Hanna located at 2901 W US 290. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

8. Discuss and consider possible action regarding the Allocation of Funds and Revised Plan for the Improvement of Rob Shelton Boulevard North.

Aaron Reed presented the staff report which is on file.

A motion was made by Mayor Pro Tem Manassian to postpone the item one of the two May City Council meetings. Council Member Harris-Allison seconded the motion. Upon further discussion, Mayor Pro Tem Manassian and Council Member Harris-Allison withdrew their motion and second respectively.

No action was taken on this item.

9. Discuss and consider approval of an Ordinance amending Chapter 20, Article 20.02 and 20.06, Sections 20.02.006 of the Dripping Springs Code of Ordinances; Amending the General Provisions related to Wastewater and Water Rates including Rates for Service Provided to out of city customers. Sponsor: Mayor Foulds, Jr.

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

Bruce Fairchild with Financial Concepts and Applications, Inc. presented the wastewater and water rate analysis and study which is on file.

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance amending Chapter 20, Article 20.02 and 20.06, Sections 20.02.006 of the Dripping Springs Code of Ordinances; Amending the General Provisions related to Wastewater and Water Rates including Rates for Service Provided to out of city customers. Council Member Parks seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2022-10

10. Discussion and possible action related to TIRZ area, priority projects, and purposes. Sponsor: Mayor Pro Tem Manassian

Laura Mueller presented the staff report which is on file.

A motion was made by Mayor Pro Tem Manassian to add downtown bathrooms and to further investigate and research the following as presented:

1. Projects
 - a. Stephenson Building
 - b. Academy Building
 - c. Village Grove Civic Site
 - d. Downtown Road, Sidewalk and Drainage Master Plan
 - e. Wallace Street
 - f. Creek Road
2. Properties
 - a. Village Grove
 - b. Cannon Ranch – Ashton Woods
 - c. New Growth
 - d. PDD 11
 - e. Creek Road
 - f. Hardy/Florio

Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

REPORTS

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

Reports are on file and available for review upon request.

11. Maintenance and Facilities Monthly Report *Craig Rice, Maintenance Director*

12. Dripping Springs Board, Commission and Committee meeting location report. *Andrea Cunningham, City Secretary*

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney; 551.072 Deliberation of Real Property; and, 551.074, Deliberation of Personnel Matters and regarding Executive Session Agenda Items 13 – 20. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

EXECUTIVE SESSION AGENDA

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

13. Consultation with City Attorney and Deliberation of Real Property related to an Easement Purchase Agreement related to the South Regional Water Reclamation Project. Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072

14. **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*
15. **Consultation with City Attorney and Deliberation on Real Property related to easements for road improvements at Roger Hanks Parkway.** *Consultation with City Attorney, 551.071; Deliberation on Real Property, 551.072*
16. **Consultation with City Attorney and Deliberation of Real Property related to the Village Grove Project.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*
17. **Consultation with City Attorney regarding legal issues related to current and future TIRZ projects and parcels.** *Consultation with City Attorney, 551.071*
18. **Deliberation of Personnel Matters regarding the employment, job duties, compensation, and benefits of the Parks & Community Services Director.** *Deliberation of Personnel Matters, 551.074*
19. **Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
20. **Consultation with City Attorney and Deliberation of Real Property related to the leasing of city property.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

The City Council met in Executive Session from 7:34 p.m. – 8:00 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session.

OPEN SESSION

Council Member King exited the Council Chambers.

A motion was made by Mayor Pro Tem Manassian to consider Executive Agenda Items 13, 18 and 19 in Open Session. Council Member Parks seconded the motion which carried unanimously 4 to 0.

13. **Consultation with City Attorney and Deliberation of Real Property related to an Easement Purchase Agreement related to the South Regional Water Reclamation Project.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

A motion was made by Mayor Pro Tem Manassian to enter into an Easement Purchase Agreement with Cypress Fork Ranch LP as presented. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

Council Member King returned to the Council Chambers.

18. Deliberation of Personnel Matters regarding the employment, job duties, compensation, and benefits of the Parks & Community Services Director. *Deliberation of Personnel Matters, 551.074*

A motion was made by Council Member Parks to authorize the Mayor and City Administrator to extend and offer to the appropriate candidate for the Parks and Community Services Director position at the appropriate salary and as recommended by the committee. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

20. Consultation with City Attorney and Deliberation of Real Property related to the leasing of city property. *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

A motion was made by Mayor Pro Tem Manassian to approve a resolution related to eminent domain on property as discussed in executive session. Council Member Parks seconded the motion which carried unanimously 5 to 0.

Filed as Resolution No. 2022-R22

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

April 26, 2022, at 5:00 p.m. (Moratorium Waivers)

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

May 10, 2022, at 5:00 p.m. (Moratorium Waivers)

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

Board, Commission & Committee Meetings

April 21, 2022, Farmers Market Committee at 10:00 a.m.

April 21, 2022, Emergency Management Commission at 12:00 p.m.

April 26, 2022, Planning & Zoning Commission at 6:00 p.m.

April 27, 2022, Economic Development Committee at 4:00 p.m.

May 2, 2022, Parks & Recreation Commission at 6:00 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 8:03 p.m.

APPROVED ON: May 3, 2022

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, May 10, 2022 at 5:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 5:02 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 (arrived at 5:15 p.m.)
 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 Secretary Andrea Cunningham
 Planning Director Howard Koontz
 Senior Planner Tory Carpenter
 Planning Assistant Warlan Rivera
 IT Coordinator Jason Weinstock
 Special Counsel David Tuckfield

PLEDGE OF ALLEGIANCE

Mayor Foulds, Jr. 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 a Change Order to an Agreement with Carollo Engineers, Inc. for the South Regional Reclamation Expansion Project.

A motion was made by Council Member Parks to approve Consent Agenda Item 1. Council Member King seconded the motion which carried unanimously 4 to 0.

BUSINESS AGENDA

2. Discuss and consider approval of an Ordinance approving an Interlocal Agreement with the Dripping Springs Independent School District for easements related to construction and improvements related to Roger Hanks Parkway including provisions related to parking, impervious cover, and compensation. Sponsor: Mayor Foulds, Jr.

Laura Mueller presented the staff report which is on file. Staff recommended approval and noted that should the school district make any substantive changes, the agreement will be brought back to City Council for consideration.

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance approving an Interlocal Agreement with the Dripping Springs Independent School District for easements related to construction and improvements related to Roger Hanks Parkway including provisions related to parking, impervious cover, and compensation. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

Filed as Ordinance No. 2022-11

3. Discuss and consider approval of a revised Job Description for the Farmers Market Manager. Sponsor: Council Member Sherrie Parks

Michelle Fischer presented the staff report which is on file. Staff recommends approval of the revised job description.

A motion was made by Council Member King to approve the revised Job Description for the Farmers Market Manager. Council Member Parks seconded the motion which carried unanimously 4 to 0.

4. Discuss and consider approval of the Appointment of members to the Comprehensive Plan Steering Committee. *Sponsor: Mayor Foulds, Jr.*

Howard Koontz presented the staff report which is on file and noted that the committee's name should be Comprehensive Plan Advisory Committee (CPAC). Staff recommends approval of the members as listed in the staff report.

A motion was made by Mayor Pro Tem Manassian to approve the appointment of the following individuals to the Comprehensive Plan Advisory Committee:

- Pam Owens, Business Community and Tourism
- Kim Fernea, Business Community and Economic Development Committee Chair
- Holly Morris-Kuentz, DSISD Representative
- Marcie Cochran, Dripping Springs Library
- Doug Fowler, Emergency Services Representatives
- Ron Hood, Constable's Office Precinct 4
- Tessa Schmidtzinsky, Pedernales Electric Cooperative
- Mary Margaret Dement, Long Time Resident
- Wayne Simoneau, Long Time Resident
- Betty Meyer, Long Time Resident
- Margaret Scharold, New City Resident

Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Section 551.071, Consultation with City Attorney and regarding Executive Session Agenda Item 7. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

Council Member Tahuahua arrived at the meeting at 5:15 p.m. and was present during the Executive Session.

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.

- 5. Consultation with City Attorney and Deliberation of Real Property related to easements for road improvements at Roger Hanks Parkway.** *Consultation with City Attorney, 551.071; Deliberation on Real Property, 551.072*
- 6. Deliberation of Personnel Matters regarding the employment, job duties, compensation, and benefits of the Farmers Market Manager.** *Deliberation of Personnel Matters, 551.074*

7. Consultation with City Attorney related to the South Regional Water Reclamation Project and the litigation on the Wastewater Permit. *Consultation with City Attorney, 551.071*

The City Council met in Executive Session from 5:14 – 5:41 p.m.

No action or vote was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 5:14 p.m.

OPEN SESSION

A motion was made by Mayor Pro Tem Manassian to consider Executive Session Agenda Item 7 in Open Session. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

7. Consultation with City Attorney related to the South Regional Water Reclamation Project and the litigation on the Wastewater Permit. *Consultation with City Attorney, 551.071*

A motion was made by Mayor Pro Tem Manassian to authorize City Council to file a notice of appeal in the case related to Lazy W and the Bolbocks. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

UPCOMING MEETINGS

City Council Meetings

May 10, 2022, at 5:00 p.m.

May 17, 2022, at 6:00 p.m.

June 7, 2022, at 6:00 p.m.

June 21, 2021, at 6:00 p.m.

ADJOURN

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

This regular meeting adjourned 5:43 p.m.

APPROVED ON: May 17, 2022

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: May 17, 2022

Agenda Item Wording: **Approval of an updated Reimbursement Resolution for the Tax Increment Reinvestment Zones Number 1 and 2 to reimburse the City for any and all TIRZ expenses.** *Sponsor: Mayor Foulds, Jr.*

Agenda Item Requestor: City Attorney Laura Mueller

Summary/Background: When the City created the TIRZs in 2016, the City also adopted a resolution approving reimbursement for any expenses the City made for the TIRZ while the TIRZ gathered funding. This resolution focused primarily on creation costs. This resolution clarifies that the reimbursement applies to all TIRZ costs paid by the City which has include management, P3, and actual project costs.

Commission Recommendations: N/A

Recommended Council Actions: Approval of the Resolution.

Attachments: Resolution.

Next Steps/Schedule: If approved, the finance director and city attorney will continue to monitor expenditures and will ensure that reimbursement to the City is addressed.

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2022-R___

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, APPROVING REIMBURSEMENT TO THE CITY FROM TAX INCREMENT REINVESTMENT ZONES NO. 1 AND NO. 2, INCLUDING BUT NOT LIMITED TO, LEGAL FEES, CONSULTANT FEES, OTHER COSTS INCURRED BY THE CITY, INCLUDING PROJECT MANAGEMENT AGREEMENTS, IN ANTICIPATION OF REIMBURSEMENT BY CURRENT AND FUTURE TIRZ FUNDS AS APPROVED BY THE CITY COUNCIL AND SUBMITTED TO THE TIRZ BOARD FOR REIMBURSEMENT IN ACCORDANCE WITH THE FINAL PROJECT AND FINANCE PLAN.

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code (the “Statute”) and pursuant to Ordinance Nos. 1110.15 and 1110.16, adopted by the City Council of the City of Dripping Springs, Texas, (the “City”) on November 29, 2016, creating the Tax Increment Reinvestment Zones No. 1 and No. 2, City of Dripping Springs (the “Zone”); and

WHEREAS, in compliance with Texas Tax Code Sections 311.010(i) and 311.014, Ordinance Nos. 1110.15 and 1110.16, the City has incurred costs prior to the accumulation of funds within the Tax Increment Funds (the “TIRZ Costs”); and

WHEREAS, in order to accelerate the benefits of development which are likely to occur as a result of creation and management of the Zones and the Zones’ Projects, the City desires to pay and has paid for certain upfront TIRZ Costs (the “Initial Costs”) from other legally appropriated non-TIRZ funds approved by the City as described in the Preliminary Project and Finance Plan and the Final Project and Finance Plan, and at the direction of the TIRZ boards and the City Council; and

WHEREAS, any funds spent on TIRZ No. 1 and TIRZ No. 2 are to be considered a loan from the City to TIRZ No. 1 and TIRZ No. 2, and as such, the City shall prepare a list of costs to be submitted to the TIRZ Boards for review and updated as costs are incurred; and are intended to be repaid as funds are deposited in the Tax Increment Funds for each TIRZ.

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

1. Eligible Costs, such as legal costs, consultant costs, and Project Manager agreements, for which the City shall seek reimbursement will be enumerated by City staff and presented to the TIRZ No. 1 and No. 2 Boards and the City Council for review and approval for inclusion in the reimbursement request from the Tax Increment Funds.
2. As TIRZ No. 1 and TIRZ No. 2 revenues are deposited into the TIRZ Funds and funds become available, the TIRZ Boards shall review and approve requests from the City for

reimbursement of Initial Costs as enumerated in the requests for reimbursement.

3. That this resolution shall take effect from its date of passage and is accordingly so ordered.

PASSED & APPROVED this, the 17th day of May 2022, by a vote of ____ (ayes) to ____ (nays) to ____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr. Mayor

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: 05/17/2022

Agenda Item Wording: **Discuss and consider approval of a professional service agreement with Kimley Horn Engineering for PS&E design of the Middle School pedestrian improvements CSJ 0914-33-088 funded by the 2019 TxDOT TASA grant program.**

Agenda Item Requestor:

Summary/Background: The City was awarded funding for pedestrian improvements along US 290, Old Hwy 290, Golden Eagle, and Roger Hanks Pkwy in the 2019 TxDOT Transportation Alternatives Set Aside program. The City published an RFQ for PS&E design and received five SOQs. Using the TxDOT approved selection process, Kimley Horn was selected and City staff negotiated a scope and fee. The scope, fee, and PSA have all been approved by TxDOT. The cost of PS&E design will be paid by the City and applied as an in-kind contribution for the 20% match required for the TASA grant. The in-kind contribution in the grant application was listed as \$295,262. The PS&E design cost negotiated with the consultant is \$325,873. The City negotiated the environmental clearance, project administration, and construction phase services (\$82,549) as time and materials not to exceed. These items are anticipated to cost less than the \$82,549. The FY23 Transportation budget request will have to be adjusted to reflect the additional \$25,873. The project let date is June 2023 and design can begin as soon as the PSA is executed.

**Commission
 Recommendations:**

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

Attachments: PSA
 Scope and Fee

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



Contract Cover Sheet

Contract Number	KH05172022 <i>Use first three letters of contractor and date of approval. Ex: contract approved for HDR on Jan.18, 2022 the Contract number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.</i>
Contractor with Contact Information	Company: Kimley Horn POC: Sam Lundquist, P.E.
	Address: 10814 Jollyville Road, Avallon IV, Suite 300, Austin, TX 78759
	Phone Number: 512 418 1771
Effective Date	Once Executed
Termination Date	Upon Completion
Renewal/ Termination Notice Date	N/A
Bid/Quotes/ Budgeted	300,000 Budgeted
Finance Review	
Contract Amount	\$326,000
Department	Public Works
Reporting Requirements	Insurance Certificate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA
	Conflict Disclosure: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA
	1295 Reporting: <input type="checkbox"/> Yes <input type="checkbox"/> NA
	Other Reporting Requirements:
Council Meeting Date (if applicable)	05/17/2022



May 9, 2022

Aaron Reed
Public Works Director
City of Dripping Springs
511 Mercer Street PO Box 384
Dripping Springs, TX 78620

***RE: Letter Agreement for Professional Services
Middle School SRTS – Revision 1***

Dear Mr. Reed,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or the “Engineer”) is pleased to submit this letter agreement (the “Agreement”) to City of Dripping Springs (the “Client” or the “City”) to provide consulting engineering and sub-consultant services for the referenced project in accordance with the attached Standard Provisions.

PROJECT UNDERSTANDING

Kimley-Horn will be responsible for the design and preparation of PS&E and construction phase services for the Project. The Project generally consists of completion of sidewalk and shared-use path design, pedestrian traffic signals, drainage analysis, survey, subsurface utility engineering, and environmental compliance of approximately 1.1 miles of sidewalk along US 290, Old Hwy 290, and Broken Lance Road and approximately 0.3 miles of shared use path along Roger Hanks Pkwy. It is our understanding that no right-of-way or easement acquisitions are anticipated. Project specifications will be developed using the latest Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

We have included in the following Scope of Service the services that are anticipated for the proposed project.

(The remainder of this page is intentionally left blank)

SCOPE OF SERVICES

RESPONSIBILITIES OF THE CITY

In conjunction with and in order for the completion of the professional services detailed below, the City of Dripping Springs agrees to complete the following tasks:

- Attend a Project Kickoff Meeting and assist in developing the project stakeholders list.
- Attend project coordination meetings, held virtually and at the City of Dripping Springs offices.
- Provide As-Built plans and design files for previous projects adjacent to project area
- Provide timely reviews and comments on interim and milestone submittals in order for the consultant team to maintain agreed upon schedules.

SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer's Services consist of the services specifically described in **Sections 1 through 8** including the specific engineering services to be performed through the following consulting disciplines as subcontractors to the Engineer:

- (1) McGray and McGray Land Surveyors, Inc (McGray) – Survey
- (2) The Rios Group (TRG) – Subsurface Utility Engineering
- (3) COX|McLAIN Environmental Consulting now Stantec (CMEC) – Environmental documentation

1. PROJECT ADMINISTRATION AND COORDINATION SERVICES

The Engineer will:

- 1.1. Assemble a Project team comprised of the City's representatives and the Engineer's representatives. The Engineer will meet with the Project team at a kickoff meeting to set the production schedule and parameters for all subsequent work, to verify the components within which all Project participants must perform, and to identify all parties and significant deadlines involved in the comprehensive schedule strategy. Based on this information, the Engineer will prepare a detailed schedule of its work for the Project addressing each component of the work to be done, indicating the points of involvement of all project participants. The Engineer will maintain the schedule throughout project development.
- 1.2. Perform general administrative duties associated with the Project, to consist of monitoring/reporting, scheduling, general correspondence, office administration, and invoicing.
- 1.3. The Engineer will prepare and submit monthly status updates with updated



schedule and invoices to the City for review and approval. The Engineer will prepare weekly progress updates.

- 1.4. The Engineer will attend one (1) project kickoff meeting with the City. Meeting minutes and agenda will be prepared by the Engineer for the meeting.
- 1.5. The Engineer will perform monthly internal coordination meetings estimated at one (1) hour each.
- 1.6. Meet with the City and Stakeholders to document current issues and collect observed water levels in the channel for various rainfall events.

2. ENVIRONMENTAL SERVICES

The environmental documentation includes services to prepare C-list or D-list Categorical Exclusion (CE) documentation per NEPA requirements via subconsultant (CMEC). CMEC will prepare the appropriate scoping documents according to TxDOT guidelines and policy. Environmental technical reports shall include appropriate NEPA or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports shall include sufficient information to determine the significance of impacts and are listed below. A technical report shall be prepared to address:

- 2.1. Archeological Resources Background Report
- 2.2. Historic Resources Project Coordination Request
- 2.3. Biological Resource Deliverables
 - Species Analysis Spreadsheet (draft Excel, final PDF)
 - Species Analysis Form (Word)
 - Texas Natural Diversity Database (TxNDD) file, including TxNDD map at 1.5 and ten miles with table of Element of Occurrence Identification numbers (EOIDs). The minimum information in the EOID table should be EOID Number, Common Name, Scientific Name, Listing Status, and Buffer Zone. If TPWD provided the TxNDD search, TPWD typically provides the associated Element of Occurrence Records (EORs). In this case attach them after the map and table. (PDF)
 - Ecological Mapping Systems of Texas (EMST) spreadsheet including tables for mapped and observed habitat types (Excel).
 - EMST map(s) showing the project and the project's relationship to mapped EMST vegetation types. The same type of maps must be produced for observed vegetation types. All maps must be combined into a single file. (PDF)
 - Documentation of Texas Parks and Wildlife Department Best Management Practices Form (form only, no attachments).
 - TPWD Rare Threatened and Endangered Species of Texas (RTEST) county list must be obtained less than six months prior to the final deliverable (PDF)

- U.S. Fish and Wildlife Service Information, Planning, and Consultation (IPaC) system species list (official or non-official) must be obtained less than six months prior to the final deliverable (PDF)
 - Project location maps (must be under Project when filed in ECOS) (PDF)
 - Project site photos (must be under Projects when filed in ECOS). General project area photos uploaded under Project. Biology specific ones uploaded under Biology. (PDF)
- 2.4. TxDOT Surface Water Analysis Form
- 2.5. Jurisdictional Delineation and Report
- The Technical Expert shall prepare and provide a draft and final Waters of the U.S. delineation report in accordance with ENV's Documentation Standard for Waters of the U.S. Delineation Report and ENV's Template: Waters of the U.S. Delineation Report including all supporting forms and exhibits current at the time of this contract execution.
- 2.6. Hazardous Materials Initial Site Assessment
- 2.7. Community Impacts Assessment (assume summary statement only)
- 2.8. EPIC Sheet Preparation
- 2.9. Public Notice and Opportunity to Comment
- CMEC will prepare the notice using the current TxDOT guidance and will send the notice to the owners of real property that is adjacent to the project, using email and/or non-certified mail to the address listed for each property owner in county or city records. CMEC will also provide notice to affected local governments and public officials. The notice and opportunity to comment must be in English and any other language identified as commonly spoken in the project area. A 15-day comment period will be afforded. Any timely comments received in response to the notice and opportunity to comment will be addressed in a comment/response matrix prior to the environmental decision on the project (i.e., the categorical exclusion determination).

Technical Report Assumptions:

- This scope assumes that the proposed project would not require acquisition of new right-of-way/easement and would not result in any residential or non-residential displacements.
- This scope assumes that a USACE permit application would not be required for the proposed project and that no work will occur within waters of the U.S. Additionally, Section 408 of the Clean Water Act and Section 10 of the Rivers and Harbors Act would not apply.
- This scope assumes that the proposed project would not result in an adverse effect to a historic property under the National Historic Preservation Act (NHPA).



- This scope assumes that federally listed threatened and endangered species and their habitat are not located within the proposed project area. This scope does not include presence/absence surveys or coordination with the United States Fish and Wildlife Service (USFWS).
 - This scope assumes that the proposed project would not result in any impacts to Section 4(f) properties.
 - This scope assumes that the proposed project would not affect any Section 6(f) properties.
- 2.10. The Engineer shall coordinate with CMEC and perform QA/QC of report deliverable files.

Deliverables will consist of:

- Draft and Final Technical Reports

3. SURVEYING SERVICES

Topographical surveying services will be performed via a subconsultant (McGray) for limits as shown in Exhibit A. Right-of-way (ROW) retracement will be performed via a subconsultant (McGray) along Old US 290 for limits as shown in Exhibit D.

- 3.1. Surveying services will be performed via a subconsultant (McGray) as follows:
- Cross sections shall be taken at 50-foot intervals along with break lines as required, to provide a digital topographic design file at 1-foot interval contours.
 - Locate and identify all above ground features within the survey limits including, fences, sidewalks, driveways, handicap ramps, planters and mailboxes, guardrails, signs, visible utilities, including: manholes, water valves, telecom boxes, utility poles and water meters.
 - Two culver crossings as highlighted in green in Exhibit A.
 - Invert elevations and size/type of utility and drainage pipes and culverts shall be identified for all manholes and culverts within the project limits.
 - Locate and identify types of existing pavement surfaces for streets, alleys, sidewalks and driveways, identify existing lane markings and signage, identify existing traffic signals including base, mast arms, and control boxes.
 - Trees 8-inches and larger in diameter shall be measured, identified and tagged with a point number.
 - Location of monumentation sufficient to show the approximate right-of-way lines of the streets within project limits
- 3.2. The Engineer shall coordinate with MCGray and perform QA/QC of survey deliverable files.

Deliverables will consist of:

- 2D Microstation DGN of surveyed areas and ROW retracement
- Digital Terrain Model (DTM) at 1 foot contours.

4. SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES/ UTILITY COORDINATION SERVICES

SUE services will be performed via a subconsultant (TRG) along the project limits specified in the project understanding and will be performed as follows:

- 4.1. TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication CI/ASCE 38-02 “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.” As described in the publication, four levels have been established to describe and depict the quality of subsurface utility information. The four quality levels are as follows:
 - Quality Level D (QL“D”) – Information obtained from existing utility records.
 - Quality Level C (QL“C”) – Surveyed data depicting visible above-ground features supplemented with QL“D” information.
 - Quality Level B (QL“B”) – Two-dimensional horizontal information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating,” this level incorporates QL“C” information and provides horizontal positioning of subsurface utilities to within approximately 1.0 foot.
 - Quality Level A (QL“A”) – Three-dimensional horizontal and vertical information obtained through non-destructive vacuum excavation equipment to expose utilities at critical points. Also known as “locating,” this level incorporates QL“B” information and provides horizontal and vertical positioning of subsurface utilities to within approximately 0.05 feet.
- The scope of this proposal includes QL“D” SUE services along Old Hwy 290 and Broken Lance Drive for the Dripping School Middle School Sidewalks Project in Dripping Springs, Texas. The alignment of SUE investigations are shown in red on Exhibit B. Along this alignment, TRG will investigate one side of the road from edge of pavement to ROW. TRG will depict the following utilities based on available records: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, electric, and wastewater. Additionally, TRG will attempt to depict utility service lines, however, because these lines are often not shown on records TRG cannot

guarantee all service lines will be included in the final deliverables. Irrigation lines, storm drain lines and an inventory of overhead utilities are excluded from this scope of work.

- It is the responsibility of the SUE provider to perform due-diligence with regard to records research and the acquisition of available utility records. The due-diligence provided for this project will consist of contacting the applicable One Call agency and associated utility owners/municipalities, visually inspecting the work area for evidence of utilities, and reviewing available utility record information. Additional utilities not identified through these efforts will be referred to as Unknown utilities.
- 4.2. The Engineer shall coordinate with TRG and perform QA/QC of SUE deliverable files.
 - 4.3. Update and maintain a utility layout in the Microstation V8. This layout shall include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout will be utilized to monitor the necessity and evaluate alternatives. The Engineer will utilize the layout of existing utilities as prepared, and make a determination of the following:
 - Facilities potentially in conflict with the proposed project

Deliverables will consist of:

- A utility file in CAD format depicting all designated and QL“D” utilities.

5. DRAINAGE DESIGN SERVICES

Drainage design services consist of a drainage study to analyze existing and proposed conditions for roadside ditches and the culvert crossings of the Unnamed Tributary to Onion Creek at Old Hwy 290 and Broken Lance Drive.

The Engineer will:

- 5.1. Perform Hydrologic analysis to establish drainage areas for each culvert crossing and develop runoff discharges for the design and 100-yr check rainfall events.
- 5.2. Perform Hydraulic analysis for each existing and proposed culvert, using HY-8, to determine water surface elevations in the channel for the design and 100-yr check rainfall events.
- 5.3. Perform roadside ditch Hydrologic and Hydraulic analysis. Hydraulic analysis will be performed at 100' intervals along the roadway alignment.

6. FINAL PS&E DESIGN SERVICES

The Engineer will:

- 6.1. Obtain and review available record drawings, aerial photography, and any site development plans under review by the City.
- 6.2. Perform a site visit to evaluate site and traffic characteristics, topography, utilities, and potential environmental issues.
- 6.3. Design Criteria and Design Concept Conference (DCC) Meeting
 - Attend and document a DCC meeting with the City and TxDOT to establish preliminary design criteria
 - Prepare a Design Summary Report (DSR). The DSR will be presented at the DCC meeting. Update the DSR based on decisions made at the DCC meeting. The DSR will be updated throughout project development as design progresses and provided to TxDOT for their approval and record.
- 6.4. Evaluate and design vertical profile utilizing Microstation V8 and Geopak roadway design software.
- 6.5. Evaluate and prepare horizontal geometrics
- 6.6. Prepare a Title Sheet, Index of Sheets, and a Project Layout which references survey control benchmarks.
- 6.7. Prepare existing and proposed typical section sheets
- 6.8. Develop Removal Plans identifying and quantifying removals at a scale of 1"=20'
- 6.9. Prepare Plan-Profile Sheets at a scale of 1"=20' horizontal and 1"=2' vertical. Plan-profile sheets will include signing and pavement marking details and SW3P design. Design signing and pavement markings in accordance with the Texas Manual for Uniform Traffic Control Devices a
- 6.10. Prepare miscellaneous details sheet
- 6.11. Prepare cross sections to final roadway design at a spacing no less than 100 feet and at driveways.
- 6.12. Prepare Sequence of Work narrative and General Traffic Control Notes for construction.
- 6.13. Calculate quantities and prepare Item Summaries Sheets tabulating project quantities.
- 6.14. Incorporate TxDOT and City standard details as applicable.
- 6.15. Prepare General Notes and a Construction Timeline Estimate
- 6.16. Prepare an opinion of probable construction costs (OPCC) at each milestone deliverable.
- 6.17. Attend up to two (2) Design Review meetings for 60% and 90% PS&E design submittals. Prepare meeting minutes and distribute to project attendees. Prepare comment responses for comments received during design review submittals.

The Engineer will prepare the following deliverables during this task:



- a) Three (3) hard copies and a PDF of the following 60% Design Plans (11"x17"):
- Title Sheet
 - Index of Sheets
 - Project Layout
 - Typical Sections
 - Plan-Profile Sheets
 - Culvert Drainage Area Maps
 - Culvert Hydrologic & Hydraulic calculation sheets
 - Culvert Layout Sheets
 - Signal Layout sheets
 - Signal Elevation sheets
 - Electrical Conduits and Wiring
 - Opinion of Probable Construction Costs
 - Cross sections
 - Form 1002, 2443
 - Austin District Project Development Manual IDF-Checklists
- b) Three (3) hard copies and a PDF of the following 90% Design Plans (11"x17"):
- Title Sheet
 - Index of Sheets
 - General Notes
 - Item Summaries
 - Traffic Control Narrative and Standards
 - Project Layout
 - Typical Sections
 - Removal Plans
 - Plan-Profile Sheets
 - Intersection Detail Sheets
 - Miscellaneous Details Sheet
 - Culvert Drainage Area Maps
 - Culvert Hydrologic & Hydraulic calculation sheets
 - Culvert Layout Sheets
 - Signal Layout sheets
 - Signal Elevation sheets
 - Electrical Conduits and Wiring
 - EPIC
 - Standards
 - Cross Sections
 - 90% Opinion of Probable Construction Costs
 - 90% Construction Timeline

- LGPP Development Review Checklist
 - Form 1002, 2443, 2229, 2699
 - Draft certifications, Engineers Seal, specifications list
 - Austin District Project Development Manual IDF-Checklists
- c) Final Plans Submittal to contain:
- Three (3) hard copies and a PDF of the Final Design Plans consisting of all sheets from the 90% submittal
 - Three (3) hard copies and a PDF of the Final Opinion of Probable Construction Costs
 - Three (3) hard copies and a PDF of the Final Construction Timeline

7. TRAFFIC ENGINEERING SERVICES

The Engineer will develop pedestrian signal improvements for 3 crossings at the US 290/Old Hwy 290 intersection and for 1 crossing at the Roger Hanks Pkwy/US 290 intersection. The Engineer will:

- 7.1. Conduct field reconnaissance at above intersections to identify existing signal equipment and operations.
- 7.2. Develop Signal Layout sheet for each intersection to show locations of proposed pedestrian crossing, ramps, push-button, ped-poles and ped-head displays.
- 7.3. Develop conduit and electrical wiring chart to show appropriate conduit and wiring to the new pedestrian signal equipment.
- 7.4. Develop Signal Elevation sheet for each intersection to show the new pedestrian equipment.
- 7.5. Develop a Summary of Quantities for the signal modification.
- 7.6. Develop a list of appropriate traffic signal standards and specifications for the above modifications.
- 7.7. Develop signal modifications using assumptions all existing signal equipment shall be re-used.

8. CONSTRUCTION PHASE SERVICES

Engineer will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- 8.1. Attend one (1) Pre-Construction meeting with the City and the Contractor.



- 8.2. Respond to up to five (5) Request for Information (RFI) requests from the Contractor. Any orders authorizing variations from the Contract Documents will be made by Client.
- 8.3. Develop and issue up to three (3) revised sheets.
- 8.4. Review shop drawings and respond to reasonable requests for information (RFI's) for construction; a maximum combined total of five (5) shop drawings will be reviewed or responded to. Shop drawing submittals will typically consist of concrete mix designs, prestressed concrete girders, and prestressed concrete panels. Kimley-Horn will not direct any construction activities and assumes no responsibility for any work performed by the Contractor.
- 8.5. Make up to one (1) site visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

The following services are not included in this Agreement at present and are specifically considered to be additional services:

- a. Right-of-Way/easement acquisition and/or condemnation assistance;
- b. Franchise Utility relocation design
- c. Construction inspection, construction staking
- d. Appearing as an expert witness in any litigation for the City.
- e. Formal coordination with the USFWS
- f. Endangered species presence/absence surveys, including freshwater mussel surveys
- g. Section 6(f) or 4(f) analysis
- h. USFWS Coordination
- i. Indirect and Cumulative Impacts Assessment
- j. Preparation of Environmental Assessment or other NEPA document
- k. U.S. Army Corps of Engineers Section 401/404/408 Permit Applications
- l. Geologic Assessment
- m. Hazardous Materials Phase I or II analysis
- n. USACE Pre-Construction Notification or Individual Permit preparation
- o. Preparing Conditional Letter of Map Revision for FEMA
- p. Preparing final conditions Letter of Map Revision for FEMA
- q. Irrigation design



SCHEDULE

We will provide our services as expeditiously as practicable as shown in Exhibit C



FEE AND EXPENSE

Kimley-Horn will perform the tasks noted below on a lump sum (LS) basis and time and materials, not to exceed, (TM). The services in this agreement will be billed as follows.

<u>Base Services</u>			
Task 1	PROJECT ADMIN AND COORD SERVICES	\$	22,565.00 TM
Task 2	ENVIRONMENTAL SERVICES	\$	44,644.43 TM
Task 3	SURVEYING SERVICES	\$	53,200.00 LS
Task 4	SUE SERVICES(QLD)	\$	8,100.00 LS
Task 5	DRAINAGE DESIGN SERVICES	\$	12,100.00 LS
Task 6	FINAL PS&E DESIGN SERVICES	\$	147,700.00 LS
Task 7	TRAFFIC ENGINEERING SERVICES	\$	21,000.00 LS
Task 8	CONSTRUCTION PHASE SERVICES	\$	15,340.00 TM
	EXPENSES	\$	1,224.00 LS
Base Services Total		\$	325,873.43

For all tasks, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at cost. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.



CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to **City of Dripping Springs**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

Please email all invoices to: _____

Please copy: _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below and return a copy to our attention. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact us at (512) 418-1771 should you have any questions regarding this agreement.

Sincerely,

Sam Lundquist, P.E.
Project Manager
TBPE F-928

Trey Neal, P.E.
Vice President

Agreed to on this ____ day of _____, 2022.

City of Dripping Springs

By: _____

(Print Name)



Attachments:

- Exhibit A – Topographic survey limits
- Exhibit B – QL D SUE limits
- Exhibit C – Proposed Design Schedule
- Exhibit D – Right of Way retracement limits

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners



**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

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(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 9 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 9 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the

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Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed

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by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

EXHIBIT "A"



- Area of Proposed Topo

- Culvert & Wall Topo

Wall Structure

Culvert Crossing 1


Culvert Crossing 2

Google Earth

Exhibit B

Dripping Springs Middle School Sidewalks Project

Legend

 QLC/D SUE Limits

Item 9.



Exhibit C
DS Middle School SRTS
Project Development Schedule

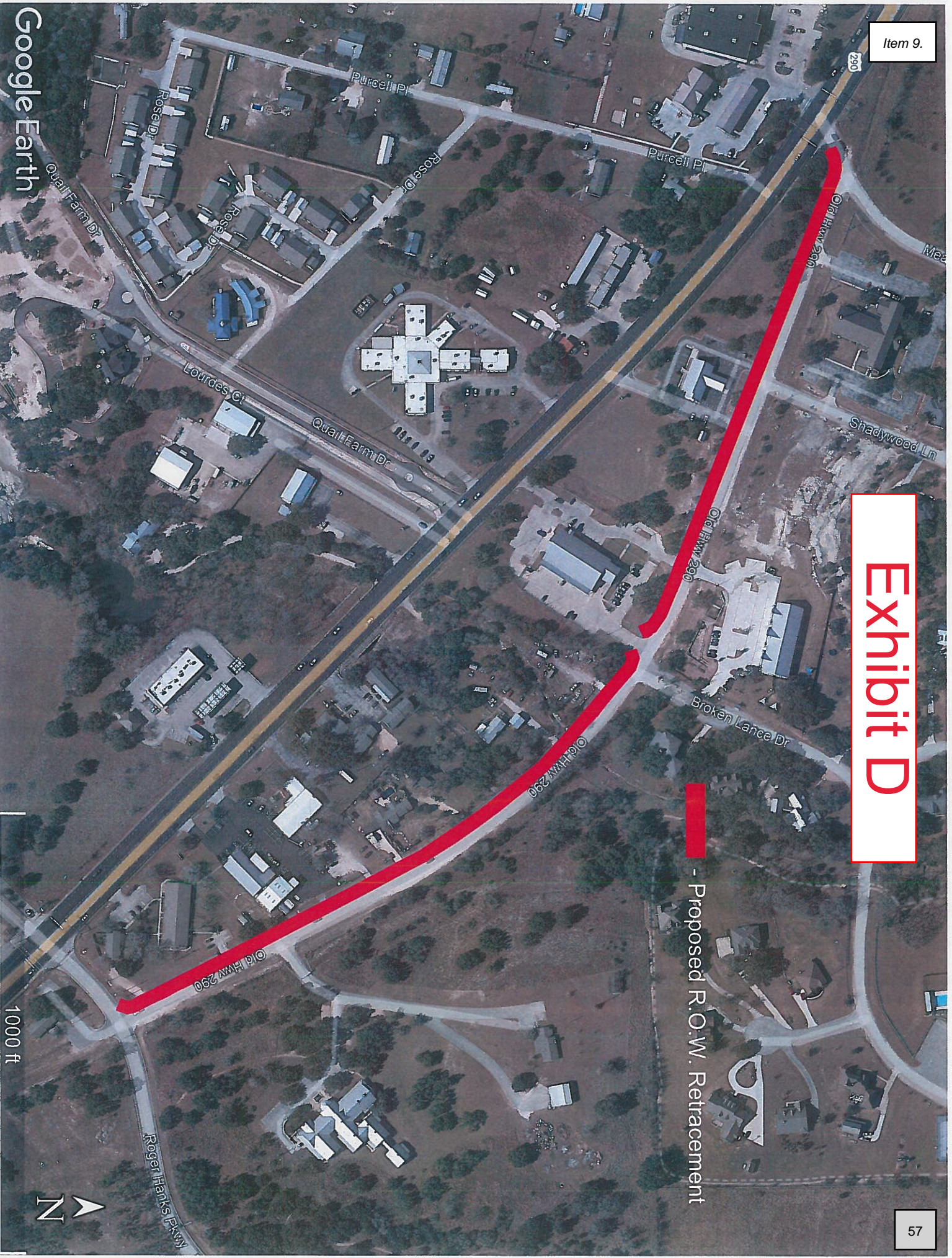
ID	Task Name	Duration	Start	Finish	Predecessors	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Jan '24	Feb '24	Mar '24					
1	Design Phase	415 days	Mon 5/23/22	Fri 12/22/23		[Gantt chart bar for Design Phase]																											
2	Notice to Proceed	1 day	Mon 5/23/22	Mon 5/23/22		[Gantt chart bar for Notice to Proceed]																											
3	Data Collection & Subcontracting	10 days	Tue 5/24/22	Mon 6/6/22	2	[Gantt chart bar for Data Collection & Subcontracting]																											
4	Topographic Survey and QLD SUE	45 days	Tue 6/7/22	Mon 8/8/22	3	[Gantt chart bar for Topographic Survey and QLD SUE]																											
5	Review and update preliminary design	30 days	Tue 6/7/22	Mon 7/18/22	3	[Gantt chart bar for Review and update preliminary design]																											
6	Prepare 60% PS&E	75 days	Tue 8/9/22	Mon 11/21/22	4,5	[Gantt chart bar for Prepare 60% PS&E]																											
7	Submit 60% Plans to City	1 day	Tue 11/22/22	Tue 11/22/22	6	[Gantt chart bar for Submit 60% Plans to City]																											
8	City Review 60% PS&E	15 days	Wed 11/23/22	Tue 12/13/22	7	[Gantt chart bar for City Review 60% PS&E]																											
9	Update 60% Plans per City Comments	15 days	Wed 12/14/22	Tue 1/3/23	8	[Gantt chart bar for Update 60% Plans per City Comments]																											
10	Submit 60% Plans to TxDOT	1 day	Wed 1/4/23	Wed 1/4/23	9	[Gantt chart bar for Submit 60% Plans to TxDOT]																											
11	TxDOT Review 60% PS&E	25 days	Thu 1/5/23	Wed 2/8/23	10	[Gantt chart bar for TxDOT Review 60% PS&E]																											
12	Prepare 90% PS&E	55 days	Thu 2/9/23	Wed 4/26/23	11	[Gantt chart bar for Prepare 90% PS&E]																											
13	Submit 90% Plans to City	1 day	Thu 4/27/23	Thu 4/27/23	12	[Gantt chart bar for Submit 90% Plans to City]																											
14	City Review 90% PS&E	15 days	Fri 4/28/23	Thu 5/18/23	13	[Gantt chart bar for City Review 90% PS&E]																											
15	Update 90% Plans per City Comments	15 days	Fri 5/19/23	Thu 6/8/23	14	[Gantt chart bar for Update 90% Plans per City Comments]																											
16	Submit 90% Plans to TxDOT	1 day	Fri 6/9/23	Fri 6/9/23	15	[Gantt chart bar for Submit 90% Plans to TxDOT]																											
17	TxDOT Review 90% PS&E	25 days	Mon 6/12/23	Fri 7/14/23	16	[Gantt chart bar for TxDOT Review 90% PS&E]																											
18	Prepare 100% PS&E, Project Manual, LGPP Checklist	25 days	Mon 7/17/23	Fri 8/18/23	17	[Gantt chart bar for Prepare 100% PS&E, Project Manual, LGPP Checklist]																											
19	Receive TxDOT SLOA and FPAA	90 days	Mon 8/21/23	Fri 12/22/23	18,30	[Gantt chart bar for Receive TxDOT SLOA and FPAA]																											
20	Environmental	180 days	Tue 7/19/22	Mon 3/27/23		[Gantt chart bar for Environmental]																											
21	Roadway Environmental Checklist	15 days	Tue 7/19/22	Mon 8/8/22	5	[Gantt chart bar for Roadway Environmental Checklist]																											
22	Prepare and Send Opportunity for public comment	15 days	Tue 8/9/22	Mon 8/29/22	21	[Gantt chart bar for Prepare and Send Opportunity for public comment]																											
23	Opporunity for Comment Period	15 days	Tue 8/30/22	Mon 9/19/22	22	[Gantt chart bar for Opporunity for Comment Period]																											
24	Hazardous Materials	75 days	Tue 8/9/22	Mon 11/21/22	21	[Gantt chart bar for Hazardous Materials]																											
25	Traffic Noise	75 days	Tue 8/9/22	Mon 11/21/22	21	[Gantt chart bar for Traffic Noise]																											
26	Biological Resources	75 days	Tue 8/9/22	Mon 11/21/22	21	[Gantt chart bar for Biological Resources]																											
27	Historic Resources	75 days	Tue 8/9/22	Mon 11/21/22	21	[Gantt chart bar for Historic Resources]																											
28	Community Impacts Analysis	75 days	Tue 8/9/22	Mon 11/21/22	21	[Gantt chart bar for Community Impacts Analysis]																											
29	Archeological Resources	70 days	Tue 8/9/22	Mon 11/14/22	21	[Gantt chart bar for Archeological Resources]																											
30	TxDOT Review	90 days	Tue 11/22/22	Mon 3/27/23	24,25,26,27,28,2	[Gantt chart bar for TxDOT Review]																											
31	Bidding Phase	60 days	Mon 12/25/23	Fri 3/15/24		[Gantt chart bar for Bidding Phase]																											
32	TxDOT Advertise, Solicit Bids, Award Contract	60 days	Mon 12/25/23	Fri 3/15/24	19	[Gantt chart bar for TxDOT Advertise, Solicit Bids, Award Contract]																											
33	Construction Phase	210 days	Mon 3/18/24	Fri 1/3/25		[Gantt chart bar for Construction Phase]																											
34	Construction	210 days	Mon 3/18/24	Fri 1/3/25	32	[Gantt chart bar for Construction]																											

Project: DS Middle School SRTS
Date: Mon 5/9/22

Task		Project Summary		Manual Task		Start-only		External Tasks		Manual Progress		Deadline	
Split		Inactive Task		Duration-only		Finish-only		External Milestone					Progress
Milestone		Inactive Milestone		Manual Summary Rollup									
Summary		Inactive Summary		Manual Summary									

Exhibit D

- Proposed R.O.W. Retracement



Google Earth

PROFESSIONAL SERVICES AGREEMENT FOR MIDDLE SCHOOL PEDESTRIAN IMPROVEMENTS

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 **Kimley Horn**. (hereinafter referred to as “Engineer”), is understood and agreed to be as set forth herein:

1. Description of Services:

Engineer will be responsible for the design and preparation of PS&E and construction phase services for the Project as specified in **Attachment “A”**. The Project generally consists of completion of sidewalk and shared-use path design, pedestrian traffic signals, drainage analysis, survey, subsurface utility engineering, and environmental compliance of approximately 1.1 miles of sidewalk along US 290, Old Hwy 290, and Broken Lance Road and approximately 0.3 miles of shared use path along Roger Hanks Pkwy. Project specifications will be developed using the latest Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

2. Disadvantage Business Enterprise (DBE). This is a federally funded contract. When federal funds are participating in the professional services phase of the project the City will implement TxDOT’s DBE program and coordinate closely with the TxDOT district. A DBE goal of zero has been established for this program; however, compliance with the Disadvantaged/Minority Business Enterprise Program, established in 49 CFR Part 26, will be followed and goal monitored if established by TxDOT.

3. Scope of Work. Engineer will perform engineering services and all work as further described in the Proposal of Services in **Attachment “A”**. Additional Services may be agreed to in writing by both parties and billed at a negotiated rate.

4. Payment for Services: The City will compensate Engineer in the manner described in **Attachment “A”** including a lump sum fee and time and materials with a not to exceed of \$325,873.43. Engineer shall invoice the City accordingly. Any charge that is in excess of the maximum costs in the proposal shall not be paid by the City unless additional costs have been approved in writing by the City.

5. Relationship of Parties: It is understood by the parties that Engineer 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 Engineer. The City may contract with other individuals or firms for engineering services.

6. Termination: Either party may terminate this Agreement at any time with thirty (30) days written notice to the other party.

- 7. **Injuries/Insurance:** Engineer acknowledges his obligation to obtain appropriate insurance coverage as shown in **Attachment “B”**.
- 8. **Indemnification:** ENGINEER 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 TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ENGINEER, ENGINEER’S EMPLOYEES, IF ANY, AND ENGINEER’S AGENTS.
- 9. **Assignment:** Engineer’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.
- 10. **Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
 City of Dripping Springs City
 P.O. Box 384
 Dripping Springs, TX 78620
 512-858-4725

For the Engineer:

Sam Lundquist, P.E.
 Kimley Horn
 10814 Jollyville Rd., Avallon IV, Suite 300
 Austin, Texas
 (512) 418-1771

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.

- 11. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Consultant 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 Consultant affirms compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Consultant 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/elfinfo form 1295.htm>
- 12. **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.
- 13. **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.

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

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

16. 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.

CLIENT:
City of Dripping Springs

ENGINEER:
Kimley Horn

Bill Foulds Jr., Mayor

Trey Neal, P.E.

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

Attachment “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 on the General & Auto Liability 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 where the change affects the coverage of the City as an additional named insured.
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.



Contract Cover Sheet

Item 10.

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

Contract Number	ERM06082021- extension
Contractor with Contact Information	Attention: Rhondda Cotton 451 La Buena Vista Drive 7070 US 290 Wimberley, Texas
Effective Date	Upon execution. June 15, 2021
Termination Date	End of Contract September 30, 2022.
Renewal/ Termination Notice Date	1 Year Renewal to September 30, 2023
Bid/Quotes/ Budgeted	Budgeted Grounds Maintenance Contract for FY22 - Total Contract Amount \$60,000
Department	Maintenance Department
Council Meeting Date (if applicable)	5/17/2022

ERM06082021-extension

**GROUNDS MAINTENANCE AGREEMENT
EXTENSION**

This Agreement ("Agreement") is made by and between the City of Dripping Springs, Texas, a municipal corporation, (hereinafter called the "City"), and CONTRACTOR, (hereinafter called the "Contractor"). Agreement is effective on the date of the last to execute below.

WHEREAS, on June 15, 2021 the City and Contractor entered into an agreement for the provision of grounds maintenance to the City, Contract Number ERM06082021; and

WHEREAS, the City finds that maintained grounds encourage outdoor activity, attract new residents to the community, and provide for public safety; and

WHEREAS, the City finds that expenses for certain City parks, street right-of-way maintenance, and detention bonds are all budgeted through the general operating budget and funded by the same general operating account; and

WHEREAS, the City seeks to extend the current agreement for grounds maintenance to September 30, 2023 in order to conform the grounds maintenance agreement schedule to the City's budget year as provided for in the Agreement; and

WHEREAS, the Contractor agrees to extend its Agreement to provide grounds maintenance to the City; and

WHEREAS, the City and the Contractor agree to the terms set in this Agreement.

NOW THEREFORE, for and in consideration of the agreements set forth below, the City and Contractor agree as follows:

1. The Agreement shall be extended through September 30, 2023.
2. All provisions of the Agreement, other than the Term of the Agreement as set forth in Article IV, Section I.
3. The Contractor shall comply with all City of Dripping Springs Code of Ordinances.

IN WITNESS WHEREOF, the City and Contractor hereby execute this Extension as duly authorized by the respective parties:

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

Date

ELK RIDGE MOWING:

Owner

Printed Name & Title

Date

ATTEST:

Andrea Cunningham, City Secretary

ERM06082021

GROUNDS MAINTENANCE CONTRACT

This Agreement ("Agreement") is made by and between the City of Dripping Springs, Texas, a municipal corporation, (hereinafter called the "City"), and Elk Ridge Mowing, (hereinafter called the "Contractor"). Agreement is effective on the date of the last to execute below.

WHEREAS, the City finds that maintained grounds encourage outdoor activity, attract new residents to the community, and provide for public safety; and

WHEREAS, the City finds that expenses for certain City parks are budgeted through the general operating budget and funded by the same general operating account; and

WHEREAS, the City seeks to promote transparent accounting for the best interest of the public by contracting for the same or similar services funded by one account with the Contractor; and

WHEREAS, the Contractor agrees to provide grounds maintenance to the City; and

WHEREAS, the City and the Contractor agree to the terms set in this Agreement.

NOW THEREFORE, for and in consideration of the agreements set forth below, the City and Contractor agree as follows:

ARTICLE I. DEFINITIONS

- A. **"MAINTAIN"** shall mean the tasks and time periods established by the City for the mowing season within which all prescribed maintenance activities for each area shall be completed.
- B. **"MOWING SCHEDULE"** Mowing and maintenance shall be performed based on the schedules attached in Exhibits including requirements and Bid response.
- C. **"CONCURRENT"** shall refer to all mowing, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must have litter removed the same day the mowing occurs and, and mowed grass shall be blown or swept off of all curbs, gutters, sidewalks, trails and other hard surfaces.
- D. **"MAINTENANCE AND BILLING CYCLE"** shall refer to each time period in the mowing schedule for the mowing season. Each time period is defined by a beginning and ending date during which, all prescribed maintenance activities for each area shall be completed.
- E. **"INCLEMENT WEATHER"** shall mean rainy/wet weather or when the condition of the soil is such that the rutting of property will occur and cutting of grass cannot be

accomplished safely, or satisfactorily that is, in a manner that will not “rut up” or cause any damage to the turf.

- F. “TRASH AND LITTER”** shall mean any debris within the grounds maintenance project area including, but not limited to, paper, plastic, cans, bottles (including broken glass), cardboard, rags, bottle tops, tires, limbs and branches 4 inches or smaller in diameter, rocks, and other similar solid materials and foreign debris which is not intended to be present as part of the landscape. This is inclusive of entire project area including streets, sidewalks, curbs, hillsides, ditches, creeks, etc. An acceptably policed area that is considered neat and clean shall be free of such trash and litter. Any illegal dumping should be reported to the City. An illegal dump site will be defined as a pile of debris larger than 3 cubic yards or about the size of a refrigerator.
- G. “TRIMMING”** shall include using a line trimmer, grass clippers, etc. to complete trimming of grass, shrubs, trees, etc.
- H. “HEIGHT OF CUT”** shall refer to the setting of mowing equipment to cut grass to a height of three (3) inches for project areas designated for 14-day and 30-day or more mowing cycles. The City may make changes in the height requirements. Mowing below the heights stated above may result in liquidated damages when turf is damaged, e.g., scalping occurs. Repeated damage to turf may result in contract termination.
- I. “CLUMPED GRASS CLIPPINGS”** shall refer to any accumulation of cut grass that on the day the mowing occurs exceeds six (6) inches in height. These clumps are typically found in areas where mowing equipment has turned, reversing directions.
- J. “CITY PARKS”** City of Dripping Springs Charro Ranch Park, Founders Memorial Park, Sports and Recreation Park, and Dripping Springs Ranch Park as outlined in maps in *Exhibit “C”*.

ARTICLE II. SCOPE OF WORK

Work under this Agreement shall consist of specific grounds maintenance activities at the City Parks (“Work”) as shown in the exhibits including the maintenance and mowing requirements in **Exhibit “A”**. Contractor shall be responsible for removing all litter, mowing all turf, and removing all grass clippings from hard surfaces. The Contractor shall mow the City Properties in accordance with a mowing schedule attached in Exhibits or as modified in writing by both parties.

ARTICLE III. PERFORMANCE

A. Contractor’s Duties

1. Maintenance. Contractor shall remove litter, mow grass, blow debris as specified in the Maintenance Requirements and Mowing Schedule (attached and incorporated as **Exhibit “A” Maintenance Requirements** during maintenance of the City Properties.
2. Equipment. Contractor, at its sole expense, shall provide all necessary equipment to

conduct the Maintenance required under this Agreement in an efficient manner.

3. Hazardous Conditions. The Contractor shall notify the City Administrator immediately of any hazardous conditions and/or damage to City property.
4. Supervision of Work Crew. Contractor shall provide supervision of all work crews while performing the Work. On-site supervision is not required as long as communication equipment is provided which enables the work crew to communicate with a project supervisor at all times.
5. Completion of Work. The Contractor shall complete the Work within a minimum of three (3) continuous days, or less, once the work begins. Equipment shall only be brought to the site the day the Contractor starts work and shall only be left on site if the crews are returning the next day. Upon completion of work the equipment must be removed from site. In the event Work cannot be completed, e.g., due to rain or wet grounds, the Contractor must contact the City Administrator.
6. Invoicing. Contractor shall prepare an invoice for work completed and submit the invoice to the City for payment. The rates for the work must not exceed the rates per cycle in the Bid Form (**Exhibit "D"**). The invoice shall consist of the Contractor's name, invoice #, address, date, mowing cycles completed (including the cycle number), date of cycles (i.e. 6/1- 6/14), project areas, unit cost per project area, and total cost. Incomplete or inaccurate invoices shall be returned to the Contractor for correction and re-submittal. Contractor shall submit a properly completed invoice to the City.
7. Insurance. Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the performance of the work under this Agreement. Contractor shall, at its sole expense, maintain during the full term of this Agreement, insurance coverage with limits not less than those provided in this Agreement with insurers licensed to do business in the State of Texas and acceptable to the City. Policies shall have no exclusions by endorsements which nullify the required lines of coverage, nor decrease the limits of said coverage unless such endorsements are approved by the City. The Contractor's insurance policy shall be endorsed to include the City as an additional insured, and the Certificate of Liability shall be submitted to the City at least ten (10) days prior to commencing work. The insurance coverages shall be as shown in **Exhibit "C"**.

B. City's Duties

1. Payment. After a properly completed invoice is received and the work is complete and acceptable to the City, and such acceptance shall not be unreasonably withheld, City shall remit payment to Contractor within thirty (30) days.
2. Inspection and Acceptance. City shall monitor the Contractor's activities and ensure the work is performed in accordance with this Agreement. The City shall record, process and submit all pertinent information to the Agreement file for determination

of termination of contract.

3. **Cancel Scheduled Mowing.** The City may cancel scheduled mowing cycles on a week-to-week basis. The Cancellation shall be based upon need, prevailing weather conditions, and available funding.

ARTICLE IV. MISCELLANEOUS PROVISIONS

- A. Assignment.** Neither the City nor the Contractor shall assign any interest in this Agreement without the prior written consent of the other party.
- B. Amendment.** This Agreement embodies the entire agreement between the parties and may not be modified unless in writing, executed by all parties.
- C. Termination.** The City or the Contractor may terminate this Agreement: (a) for a breach of any term in this Agreement upon thirty (30) days prior written notice to the other party if the other party fails to perform any material obligation under this Agreement, and such failure is not cured within thirty (30) days of receipt of written notice of default; or (b) by the mutual written consent of the City and the Contractor.
- D. Relationship of Parties:** It is understood by the parties that Contractor and its employees are independent contractors with respect to the City and not employees of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor or Contractor's employees. The City may contract with other individuals for firms for landscaping or grounds maintenance.
- E. Conflicts of Interest:** During the period the Contractor is covered by this agreement, the Contractor will contact the City in writing if a potential conflict of interest with a third-party client may exist. If the City Council finds that a project for a third-party client of the Contractor has a direct conflict with the City, the City Council shall contact the Contractor in writing. If the conflict of interest cannot be resolved to either party's satisfaction, either the Contractor or the City Council may terminate this Agreement with seven (7) days' notice to the other party.
- F. Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.
- G. INDEMNIFICATION.** CONTRACTOR HEREBY RELEASES, AND SHALL CAUSE ITS INSURERS, ITS SUBCONTRACTORS, TO RELEASE CITY AND ITS AGENTS AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION WHICH CONTRACTOR, ITS INSURERS, ITS SUBCONTRACTORS MIGHT OTHERWISE POSSESS RESULTING IN OR FROM OR IN ANY WAY CONNECTED WITH ANY LOSS COVERED OR WHICH SHOULD HAVE BEEN COVERED BY INSURANCE MAINTAINED AND/OR REQUIRED TO BE MAINTAINED BY CONTRACTOR AND/OR ITS SUBCONTRACTORS PURSUANT TO THIS AGREEMENT, EVEN IF SUCH CLAIMS OR CAUSES OF ACTION ARISE FROM OR ARE ATTRIBUTED TO THE SOLE OR CONCURRENT NEGLIGENCE OF ANY CITY AGENT OR

FROM STRICT LIABILITY.

H. LIQUIDATED DAMAGES. FAILURE ON THE PART OF THE CONTRACTOR TO SUSTAIN THE REQUIRED MAINTENANCE OR PERFORM UNDER THIS AGREEMENT MAY RESULT IN LIQUIDATED DAMAGES. THE CITY ASSESSES TWO HUNDRED FIFTY DOLLARS (\$250.00) PER DAY IN LIQUIDATED DAMAGES FOR INCOMPLETE WORK UNTIL ALL WORK IS COMPLETED (LIQUIDATED DAMAGES WILL NOT EXCEED THE TOTAL DOLLARS FOR THE INCOMPLETE PROJECT LOCATION, PER CYCLE).

I. Term. The term of this Agreement shall be for one (1) year to commence on **October 1, 2021** and ending on **September 30, 2022**. The City and the Contractor have the option to mutually agree in writing to renew this Agreement for two (2) additional one (1) year periods.

J. Notice. Any notice and or statement required or permitted by this Agreement, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

If to the City:

City of Dripping Springs
Attn: City Administrator
511 Mercer Street/ P.O. Box 384
Dripping Springs, Texas 78620

If to the Contractor:

Elk Ridge Mowing
Attn: Rhondda Cotton
451 La Buena Vista Drive
Wimberly, Texas 78676

K. Mandatory Disclosures: Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

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_form1295.htm

L. 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.

M. Law & Venue. This Agreement shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Agreement shall be Hays County, Texas.

N. Severability. If the final judgment of a court of competent jurisdiction invalidates any part

of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

O. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior understandings, or oral or written agreements, between the Parties on this subject matter. This Agreement may be amended only by written consent of both Parties.

CITY OF DRIPPING SPRINGS:

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

June 10, 2021
Date

ELK RIDGE MOWING:

Owner

Printed Name & Title

Date

ATTEST:

Andrea Cunningham
Andrea Cunningham, City Secretary

ATTACHMENTS:

- Exhibit "A": Maintenance Requirements
- Exhibit "B": Maps
- Exhibit "C": Insurance
- Exhibit "D": Contractor Bid



of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

O. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior understandings, or oral or written agreements, between the Parties on this subject matter. This Agreement may be amended only by written consent of both Parties.

CITY OF DRIPPING SPRINGS:

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

June 10, 2021
Date

ATTEST:

Andrea Cunningham
Andrea Cunningham, City Secretary

ELK RIDGE MOWING:

Rhonda Cotten
Owner

Rhonda Cotten
Printed Name & Title

6-15-21
Date

ATTACHMENTS:

- Exhibit "A": Maintenance Requirements
- Exhibit "B": Maps
- Exhibit "C": Insurance
- Exhibit "D": Contractor Bid

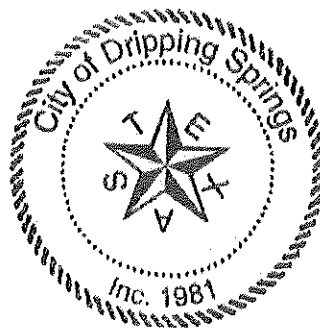


Exhibit "A": Maintenance Requirements

City of Dripping Springs Grounds Maintenance Requirements

Founders Memorial Park - 419 Founders Park Road

Mow, trim, remove clippings; remove litter from all areas. Height of cut shall be three (3) inches. Contractor will apply a non-selective herbicide in accordance with State Law to eradicate weeds on the trail locations specified by the City. Multi-purpose fields maintained by Dripping Springs Youth Sports Association (DSYSA).

FMP "A"

Park Entrance, Park Road, Gerald Brumley Garden and Playscape, Pound House Trail and North Parking Lot Native Area

Maintain areas twice per month on 14-day cycle during the months of April, May, and June. Maintain inside swimming pool grounds during the months of May, June, July, and August on a 14-day cycle.

Maintain monthly 30-day cycle, during the first week of February, March, September, October and first or second week of December or on a per cycle basis as directed by City. Fire ant control 3 times per year. Mounds controlled each cycle must be shown on park map when invoices are submitted.

1. Park Entrance

- Maintain entry between property lines and RR 12 and around historic columns at entrance.

2. Park Road

- Maintain both sides of the park from the road to the tree line/drainage area along the entrance. Maintain median within the parking lot.

3. Gerald Brumley Garden

- Maintain the Garden area from the road to the tree line. Trim around and within all landscape beds while protecting the desirable plants such as yucca and cacti within the beds. Maintain garden beds in weed-free condition and remove dead plant material.

4. Playscape Structure and Surface

- Maintain grounds in and surrounding the playscape area. Maintain an area that is 10 feet beyond any structures. Rake/till playscape engineered wood fiber surface monthly.

5. Walking Trail to Pound House Museum Property Gate

- Maintain a walking trail through the native area to the property gate on the south side of the Pound House Museum property. Trail to be maintained at a width of approximately ten (10) feet and shall have slight contours to enhance appearance as drawn on the FMP map.

6. Common Areas, Park Trail,

- Common Areas Around Multi-Purpose Fields
 - i. Maintain common areas surrounding the multi-purpose athletic fields which are the responsibility of DSYSA.

- ii. Maintain around and between wooden barrier posts along the park road adjacent to multi-purpose fields.
- **Common Areas Around Pound House Museum, Pavilion, and Playscape**
 - i. Maintain common areas surrounding the Pound House Museum (outside fence), swimming pool (inside and outside), park pavilion and playscape. Access to swimming pool by City Staff.
- **Park Trail (.71 miles)**
 - i. Maintain six (6) feet either side of trail(s), where terrain permits. Trails to be weed free.
- **Open Space Maintenance – Native Area**
 - i. Native area adjacent to north parking lot and Pound House Museum property. The number of mowing cycles for this location may be altered/reduced during periods when wildflowers are germinating or present, or until flowers go to seed, per City Staff.
 - ii. Maintain areas on 14-day cycle in the months of April, May & June. (6-8 cycles),
 - iii. On 30-day cycle, maintain during the first week of March, July & August, September, October and first or second week of December; and/or on a per cycle basis as directed by City. (6 cycles)

Fire Ant Control

- Goal is to control or eliminate fire ants on trails, picnic areas and playscapes. Fire ant control for multipurpose fields is the responsibility of the DSYSA. Fire Ant Mounds shall be treated with mound bait approved by the City in accordance with State Law. Mounds shall be treated three times per year as part of the base bid. Mounds should be treated following rain events in order to achieve maximum achievable control. Bait shall be applied by contractor's personnel in accordance with State Law. Mounds treated shall be indicated on a simple park map provided by City and submitted with invoices.

Bid Alternate for Increased Fire Ant Control on City-Owned Park Trails, Playgrounds and Picnic Areas –

Add nine cycles to the current three cycles per year to improve control at three city parks as directed by City Staff (total 12 cycles PER PARK).

- In the event that the bid alternate for this task is accepted, the same criteria and responsibilities stated above shall be required.

Dripping Springs Ranch Park

Maintain: mow, trim, blow and go, remove litter from all areas as indicated on the attached exhibit "Dripping Springs Ranch Park" (DSRP). Contractor will apply a non-selective herbicide in accordance with State Law to eradicate weeds on the trail locations specified by the City.

DSRP "A"

Maintain all areas once per month (on 30-day cycle) during the first week of March, April, May, June, September, and last week of November. Maintain on per cycle basis as directed by City

during the months of July, August, and October. Height of cut shall be three (3) inches.

1. Park Trails

Pedestrian Trail (.75 miles)

- Maintain at six (6) feet either side of trail(s) where terrain permits. Trails to be weed free. Equestrian Trail (2.0 miles)
- Maintain at six (6) feet either side of trail(s) where terrain permits. Trails to be weed free. Harrison Hills
- Maintain at six (6) feet either side of trail(s) where terrain permits. Trails to be weed free.

2. Ranch House

- Maintain areas around the ranch house, storage building, lawn, perimeter fence and circle drive area.

3. Park Road(s)

- Maintain at six (6) feet either side of park road where terrain permits.

4. Picnic Areas

- Maintain around and beneath park furniture as needed to maintain a neat and well-kept appearance. Perimeter mowing around furniture shall be a minimum of 10 feet.

DSRP “B”

Maintain highlighted areas twice per month (on 14-day cycle) during the months of April, May, June, September, October and/or on a per cycle basis as requested by the City. Height of cut shall be 3 inches.

1. Playscape Structure and Surface

- Maintain grounds in and surrounding the playscape area. Maintain an area that is 10 feet beyond any structures.
- Rake/till playscape engineered wood fiber surface in April, May, June, September, October and February.

2. Park Sign at Entrance

- Mow and trim triangular shaped area containing the Entrance Sign as indicated on map.

3. Outdoor Arena

- Mow and trim area in and around outdoor arena facilities.

DSRP “C”

1. Slope adjacent to Event Center (south side)

- Mow slope on south side of Event Center (adjacent to parking lot) during the first week of March, July, September and last week of November; and/or on a per cycle basis as requested by the City.

Sports and Recreation Park - 27148 Ranch Road 12

Mow, trim and remove clippings; remove litter from all areas as indicated on the attached exhibit "Sports and Recreation Park" (SRP); height of cut shall be three (3) inches. Contractor will apply a non-selective herbicide in accordance with State Law to eradicate weeds on the trail locations specified by the City. Soccer fields, softball fields and baseball fields managed by others. Ant mounds treated each cycle must be shown on park map when invoices are submitted.

SRP "A"

1. Park Trails, Sport Courts, Fitness Stations, Park Road, Concessions/Restroom Buildings

- Maintain all areas twice monthly or 14-day cycle during the months of April, May and June.
- Maintain all areas once per month on 30-day cycle during the first week of February, March, July, September, October and last week of November and/ or as directed by City. Fire ant control 3 times per year to control or eliminate fire ants on trails, picnic areas and playscapes.

2. Park Trails and Park Road

- Maintain at six (6) feet either side of trail(s) where terrain permits. Trails to be weed free. Maintain walking trail along the perimeter of soccer fields, which are the responsibility of Dripping Springs Youth Sports Association (DSYSA); maintain trail up to point where Dripping Springs Independent School District (DSISD) maintenance of competition baseball field.
- Maintain both sides of road throughout the park, to include trimming around "barrier" boulders, fence line, parking lots, median/islands, tree, etc. where terrain permits. Maintain outside of vinyl-coated chain link fence at corner of Sports Park Drive and Rob Shelton Blvd.

3. Basketball Court, Volleyball Court, Fitness Stations

- Maintain this area by mowing and trimming, removing leaves, raking and removing weeds from volleyball court.

4. Picnic Areas

- Maintain around and beneath park furniture as needed to maintain a neat and well-kept appearance.
- Perimeter maintenance, whether by mowing or trimming around park furniture shall be a minimum of five (5) feet.

5. Concession/Restroom Buildings

- Maintain perimeter of both buildings by mowing and trimming around the trees, parking lots and buildings.

6. Common Areas

- Maintain common areas surrounding the multi-purpose athletic fields which are the responsibility of Dripping Springs Youth Sports Association and fields managed by DSISD.

- Maintain around and between wooden barrier posts along the park road adjacent to multi-purpose fields.

7. **Playscape Structure and Surface**

- Maintain grounds in and surrounding the playscape area. Maintain an area that is 10 feet beyond any structures.
- Rake/till playscape engineered wood fiber surface monthly, or as directed by City Staff.

8. **Adult Softball Fields Perimeter**

- Maintain at a height of 3 inches. Mow, trim and remove clippings from mid-March to end of September; weekly in March, April, May, and June, twice monthly in July, August and September (23 cycles). Include common area between fields and 20 feet beyond fence in outfield where possible.

Bid Alternate for Adult Softball Fields

The City is considering assuming mowing and edging management of the two adult softball fields. This will not include dragging and lining of the fields.

Successful bidder will mow the turf of the fields weekly at a height of two inches, from mid-March through September (approximately 29 cycles). The successful bidder will also be charged with trimming the inside fence line of the softball field around the infield and outfield. In addition, the successful bidder will maintain a clean edge behind the base path where it transitions into the outfield. The successful bidder would also treat fire ant mounds as needed on the outfields.

Fire Ant Control

- Goal is to control or eliminate fire ants on trails, picnic areas and playscapes. Fire ant control for multipurpose fields is the responsibility of the DSYSA. Fire Ant Mounds shall be treated with mound bait approved by the City in accordance with State Law. Mounds shall be treated three times per year as part of the base bid. Mounds should be treated following rain events in order to achieve maximum achievable control. Bait shall be applied by contractor's personnel in accordance with State Law. Mounds treated shall be indicated on a simple park map provided by City and submitted with invoices.

Bid Alternate for Increased Fire Ant Control on City-Owned Park Trails, Playgrounds and Picnic Areas –

Add nine cycles to the current three cycles per year to improve control at three city parks as directed by City Staff (total 12 cycles PER PARK).

- In the event that the bid alternate for this task is accepted, the same criteria and responsibilities stated above shall be required.

Charro Ranch Park - 22690 W. FM 150.

Mow, trim; remove litter from all areas as indicated on the attached exhibit "Charro Ranch Park" (CRP). Height of cut shall be three (3) inches. Conduct fire ant control three times per year.

CRP "A"

1. Park Entrance Road, Trail Signs, Park Signs, Picnic and Special Interest Areas and Cross-Country Trail

- Maintain areas shown on 30-day cycle during the first week March, April, May, June, September and first or second week of December; and/or on a per cycle basis as directed by City.

2. Park Entrance/Parking Lot

- Maintain east side of park entrance road to accommodate overflow parking from FM 150 to parking lot; maintain inside perimeter of fence in parking lot; maintain Park Sign by mowing and trimming around sign approximately five (5) feet out from sign base west of park entrance.

3. Park Trails, Bird Viewing Area, Solstice Circle, Walk of Peace

- Maintain Park Trails, Cross Country Trail and Special Interest Area trails listed above by trimming the rock borders of the trails and/or trail surface as needed (Cross Country Trail six (6) feet wide, and as terrain allows); maintain perimeter of Solstice Circle to a distance of approximately five (5) feet from concrete slab; maintain Walk of Peace Trail and Walk of Peace Labyrinth trail surface as needed, and as terrain allows.

4. Cross Country Trail

- Mow quarterly March, June, September and first or second week of November; or as directed by City Staff.

5. Trail Signs, Picnic Areas, Park Furniture

- Maintain around and beneath park signs/furniture and picnic areas as needed to provide a neat and well-kept appearance. Maintain a mowed path (minimum five feet wide) to off-path picnic areas and benches. Perimeter mowing around park furniture/ signs shall be approximately three (3) feet wide where terrain allows.

Bid Alternate

Charro Ranch Park Cross Country Trail – Increased Maintenance

- Add 8 cycles per year to current 4 cycle maintenance (total 12) to provide cross country trail maintenance on a 30-day cycle or as directed by City Staff.

NOTE TO SUCCESSFUL BIDDER: CHARRO RANCH PARK HAS MULTIPLE NATIVE AREAS. IT IS IMPERATIVE THAT YOU WORK CLOSELY WITH CITY STAFF AND THE HAYS COUNTY MASTER NATURALISTS TO DETERMINE EXACT LOCATIONS FOR MOWING, TRIMMING,

PESTICIDE, AND INSECTICIDE TREATMENT, AS WELL AS ANY OTHER MAINTENANCE OF THE PARK.

Fire Ant Control

- Goal is to control or eliminate fire ants on trails, picnic areas and playscapes. Fire ant control for multipurpose fields is the responsibility of the DSYSA. Fire Ant Mounds shall be treated with mound bait approved by the City in accordance with State Law. Mounds shall be treated three times per year as part of the base bid. Mounds should be treated following rain events in order to achieve maximum achievable control. Bait shall be applied by contractor's personnel in accordance with State Law. Mounds treated shall be indicated on a simple park map provided by City and submitted with invoices.

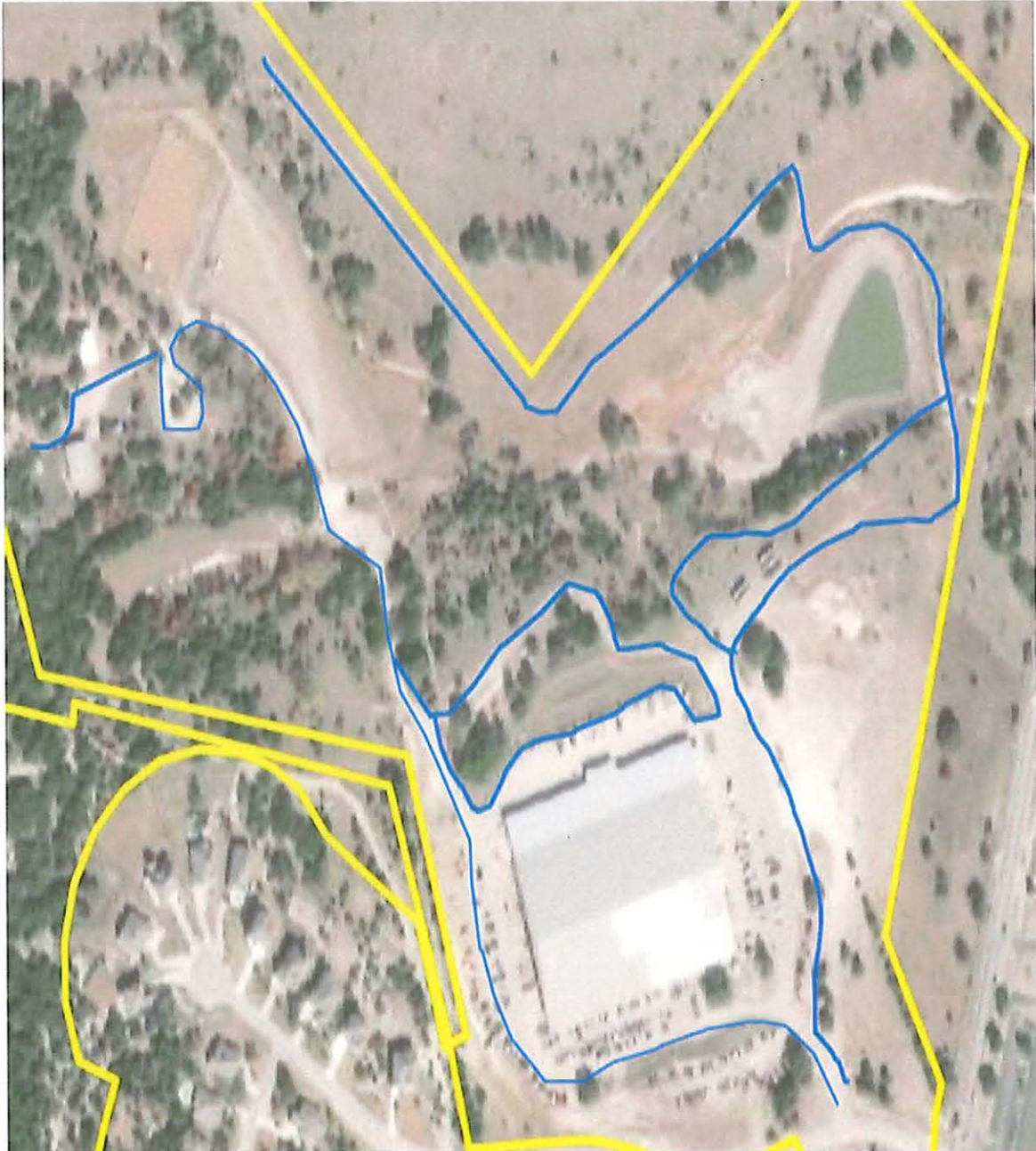
Bid Alternate for Increased Fire Ant Control on City-Owned Park Trails, Playgrounds and Picnic Areas –

Add nine cycles to the current three cycles per year to improve control at three city parks as directed by City Staff (total 12 cycles PER PARK).

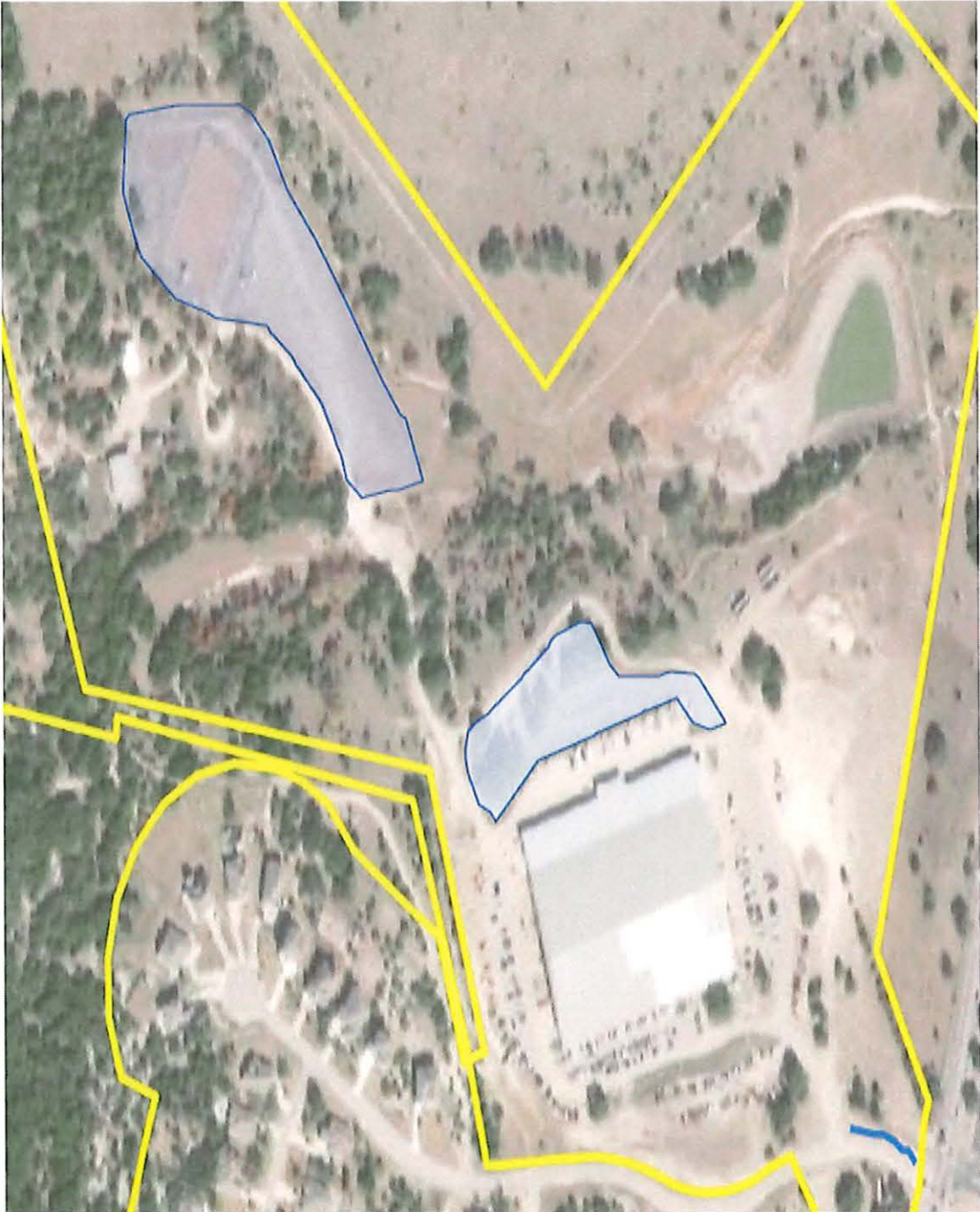
- In the event that the bid alternate for this task is accepted, the same criteria and responsibilities stated above shall be required.

Exhibit "B": Maps

Dripping Springs Ranch Park
1042 Event Center Dr.



Dripping Springs Ranch Park
1042 Event Center Dr.



Dripping Springs Ranch Park
1042 Event Center Dr.



Founders Memorial Park

419 Founders Park Rd.



Sports and Recreation Park

27148 Ranch Road 12 Dripping Springs, TX 78620



Charro Ranch Park

22690 W FM 150

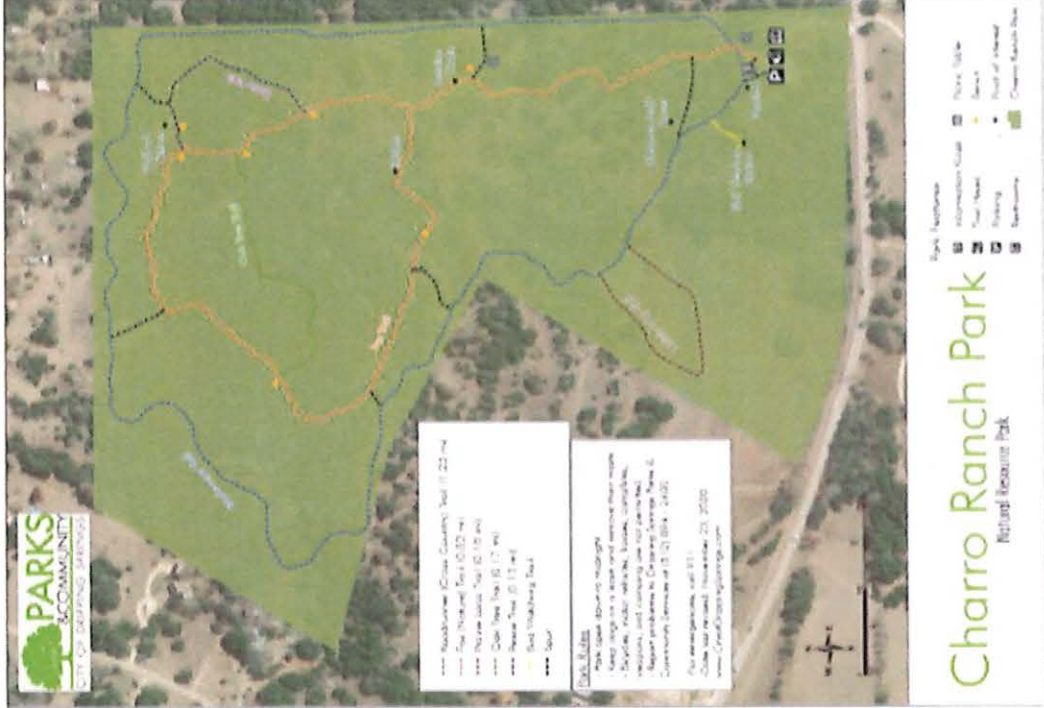


Exhibit “C”: Insurance

CITY OF DRIPPING SPRINGS CONTRACTOR’S INSURANCE REQUIREMENTS

Contractor 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 Contractor’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 \$1,000,000 per occurrence for bodily injury, personal injury, and property damage and \$2,000,000 Annual Aggregate.
- Automobile Liability with a minimum of:
 - \$250,000 Bodily Injury Per Person Each Accident
 - \$500,000 Bodily Injury Each Accident
 - \$100,000 Property Damage; or
 - \$1,000,000 Combined Single Limit Each Accident

Exhibit “D”: Contractor’s Bid

CITY PARKS		Elk Ridge	
Charro Ranch Park “CRP”	Number of Cycles	Per Cycle Cost	Annual Total
Park Entrance Road, Trail Signs, Park Signs, Picnic, Special Interest Areas			
<i>Maintain areas shown on 30-day cycle during the first week of March, April May, June, September, and first or second week of December; and/or on a per cycle basis according to map or as directed by City Staff.</i>	6	\$325.00	\$1,950.00
Cross Country Trail			
<i>Mow March, June, September and last week of November or as directed by City Staff.</i>	4	\$325.00	\$1,300.00
Fire Ant Control along trails and bird blind area	3	\$20.00	\$60.00
	Sub-Total Charro Ranch Park Base Bid		\$3,310.00
Charro Ranch park Cross Country Trail Bid Alternate			
<i>Add 8 cycles per year to current 4 cycle maintenance (total 12) on a 30-day cycle or as directed by City Staff.</i>	12	\$325.00	\$2,600.00
	Sub-Total Charro Ranch Park Base Bid with Bid Alternate		\$5,910.00
Sports and Recreation Park “SRP”	Number of Cycles	Per Cycle Cost	Annual Total
Park Trails, Basketball, Volleyball Courts, Fitness Stations, Park Road, Concessions /Restroom Buildings			
<i>Maintain all areas on 14-day cycle during the months of April, May and June; include weed control and tilling VB court. (8 Cycles)</i>	8	\$500.00	\$4,000.00
<i>Maintain all areas once per month (on 30-day cycle) during the first week of February, March, July, September, October and first or second week of December and/or as directed by City. (6 cycles)</i>	6	\$500.00	\$3,000.00
SRP Playscape			
<i>Mow, trim, remove clippings and rake playground areas in city-owned parks monthly as directed by City.</i>	12	\$50.00	\$600.00
Fire Ant Control along trails, picnic areas, playground, and restrooms	3	\$20.00	\$60.00
Adult Softball Fields Perimeter			

Maintenance of perimeter of adult softball fields. Mow, trim and remove clippings with blower from mid-March to end of September; weekly in March, April, May and June, twice monthly in July, August and September (23 Cycles).	23	\$490.00	\$11,270.00
	Sub-Total Sports and Recreation Park Base Bid		\$18,930.00
Bid Alternate - Mow, trim and edge, remove clippings with blower on two softball fields weekly from mid-March to end of September (29 cycles).	29	\$250.00	\$7,250.00
	Sub-Total Sports and Recreation Park with Softball Field Bid Alternate		\$26,180.00
Founders Memorial Park "FMP"	Number of Cycles	Per Cycle Cost	Annual Total
Park Entrance, Park Road, Gerald Brumley Garden and Playscape, Swimming Pool Grounds, Park Trails, Common Areas, *Pound House Trail to Southeast Gate and Native Area East of North Parking Lot			
Maintain areas on 14-day cycle in the months of April, May & June. (8 Cycles).	8	\$500.00	\$4,000.00
* Walking trail from parking lot and/or playground to the "southeast" side entrance to the Pound House and native area between the north parking lot and Pound House Museum property. The number of mowing cycles for these two locations may be altered/reduced during periods when wildflowers are germinating or present, or until flowers go to seed, per City Staff			
On 30-day cycle, maintain during the first week of February, March, July, August, September, October and first or second week of December; and/or on a per cycle basis as directed by City. (7 cycles)	7	\$500.00	\$3,500.00
Fire Ant Control along trails, picnic areas, playground, and restrooms	3	\$20.00	\$60.00
	Sub-Total Founders Memorial Park Base Bid		\$7,500.00
Dripping Springs Ranch Park "DSRP"	Number of Cycles	Per Cycle Cost	Annual Total
DSRP "A" section - Park Trails, Ranch House, Park Road, Picnic Area			
Maintain all areas on 14-day cycle, during the first week of March, April, May, June, September, and last week of November and/or on a per cycle basis as requested by the City (11 Cycles).	11	\$690.00	\$7,590.00

Maintain all areas on 30-day cycle for the months of February, July, August, October (4 Cycles).	4	\$690.00	\$2,760.00
DSRP "B" section – Playscape, Park Sign, Outdoor Arena			
Maintain all areas on 14-day cycle, March, April, May, June, September, October and/or on a per cycle basis as requested by the City (14 Cycles).	14	\$290.00	\$4,060.00
Maintain all areas on 30-day cycle for the months of February, July, November (3 Cycles).	3	\$290.00	\$870.00
DSRP "C" section – Slope adjacent to the Event Center			
Maintain all areas on 14-day cycle, during the first week of March, April, May, June, September, and last week of November and/or on a per cycle basis as requested by the City (11 Cycles).	11	\$290.00	\$3,190.00
Maintain all areas on 30-day cycle for the months of February, July, August, October (4 Cycles).	4	\$290.00	\$1,160.00
Fire Ant Control along trails, picnic areas, playground, and Ranch House	3	\$20.00	\$60.00
	Sub-Total DSRP Base Bid		\$19,690.00
BID ALTERNATE – Increased Fire Ant Control on City-Owned Park Trails, Playgrounds and Picnic Areas			
	Number of Cycles	Per Cycle Cost	Annual Total
Add nine cycles to the current three cycles per year to improve control at three city parks as directed by City Staff (12 cycles PER PARK).			
Subtotal for Fire Ant Control Bid Alternate at Charro Ranch Park	12	\$20.00	\$240.00
Subtotal for Fire Ant Control Bid Alternate at Sports and Recreation Park	12	\$20.00	\$240.00
Subtotal for Fire Ant Control Bid Alternate at Founders Memorial Park	12	\$20.00	\$240.00
	Sub-Total for Fire Ant Control Bid Alternate		\$720.00
Total All Bid Options			Elk Ridge
Subtotal All Parks Base Bid			\$49,430.00
Subtotal All Parks with Charro Ranch Park Additional Trail Mowing			\$52,030.00
Subtotal All Parks with Additional Fire Ant Control at All Parks			\$50,150.00
Subtotal All Parks with Charros Ranch Park Additional Trail Mowing and Additional Fire Ant Control at All Parks			\$52,750.00
Subtotal Sports and Recreation Park Bid Alternate for Mowing/Edging Softball Fields (2)			\$7,250.00
Total All Parks with All Bid Alternates			\$60,000.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1 Item 10.
1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Elk Ridge Mowing
Wimberley, TX United States

Certificate Number:
2021-731438

Date Filed:
03/28/2021

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

City of Dripping Springs

Date Acknowledged:

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

Ground Maintenance
Ground Maintenance of City Property and Parks

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

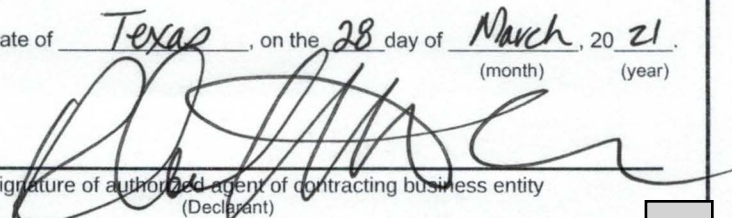
6 UNSWORN DECLARATION

My name is Rhonda Cotten, and my date of birth is 3-28-67.

My address is 451 La Buena Vista Dr., Wimberley, Tx, 78676, Hays
(street) (city) (state) (zip code) (country)

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

Executed in Hays County, State of Texas, on the 28 day of March, 20 21.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

THE CGL POLICY INCLUDES A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT THAT PROVIDES ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS. GL IS PRIMARY & NON CONTRIBUTORY.

THE CGL & WC POLICIES INCLUDE A BLANKET WAIVER OF SUBROGATION ENDORSEMENT THAT PROVIDES THIS FEATURE ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-766410

Date Filed:
06/15/2021

Date Acknowledged:

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

Elk Ridge Mowing
Wimberley, TX United States

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

City of Dripping Springs

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

ERM06082021
Grounds Maintenance - Parks

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

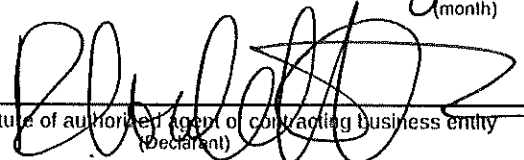
6 UNSWORN DECLARATION

My name is Rhondda Cotten, and my date of birth is 3-28-67.

My address is 451 La Buena Vista, Wimberley, Tx, 78676, Harp.
(street) (city) (state) (zip code) (country)

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

Executed in Harp County, State of Texas, on the 15th day of June, 20 21.
(month) (year)


Signature of authorized agent of contracting business entity (Declarant)

CERTIFICATE OF INTERESTED PARTIES

Item 10.

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Elk Ridge Mowing
 Wimberley, TX United States

Certificate Number:
 2021-766410

Date Filed:
 06/15/2021

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

City of Dripping Springs

Date Acknowledged:
 06/15/2021

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

ERM06082021
 Grounds Maintenance - Parks

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested party.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

From: [Craig Rice](#)
To: [Laura Mueller](#)
Subject: RE: City of Dripping Springs - Grounds Maintenance Mowing Contract
Date: Wednesday, April 20, 2022 9:40:00 AM
Attachments: [Elk Ridge Mowing Contract Extension Cover Page.pdf](#)
[image001.png](#)
[image002.png](#)
[2021 -- Elk Ridge Mowing Grounds Maintenance Contract.pdf](#)

Elk Ridge is willing to extend the Grounds Maintenance Mowing Contract to September 30, 2023. All pricing and cycle numbers are to remain the same. Attached is the executed contract and the contract cover page for the extension. Is there anything else I can help with?



Craig Rice
Maintenance Director

crice@cityofdrippingsprings.com
512.858.4725 City Hall

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

cityofdrippingsprings.com

From: Laura Mueller <lmuelle@cityofdrippingsprings.com>
Sent: Wednesday, April 20, 2022 9:25 AM
To: Craig Rice <crice@cityofdrippingsprings.com>
Subject: RE: City of Dripping Springs - Grounds Maintenance Mowing Contract

Add the caption and send me the executed contract. I'll draft an extension. Is the monthly pricing the same?

From: Craig Rice <crice@cityofdrippingsprings.com>
Sent: Wednesday, April 20, 2022 9:07 AM
To: Laura Mueller <lmuelle@cityofdrippingsprings.com>
Subject: FW: City of Dripping Springs - Grounds Maintenance Mowing Contract

Laura,

Elk Ridge is will to extend the Grounds Maintenance Mowing Contract to September 30, 2023. What do I need to do to get this contract extension on the May City Council agenda?

Thank you,

Craig Rice



Craig Rice
Maintenance Director

crice@cityofdrippingsprings.com
512.858.4725 City Hall

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

cityofdrippingsprings.com

From: Elk Ridge Mowing <Rhondda@ElkRidgeMowing.com>
Sent: Wednesday, April 20, 2022 8:31 AM
To: Craig Rice <crice@cityofdrippingsprings.com>
Subject: RE: City of Dripping Springs - Grounds Maintenance Mowing Contract

Good Morning Craig,

As we discussed earlier, Elk Ridge would like to keep this contract and the pricing for the upcoming year, and the year after that – all with the same pricing.

Thank you,

Rhondda Cotten
Elk Ridge
512.845.9000

From: Craig Rice [<mailto:crice@cityofdrippingsprings.com>]
Sent: Tuesday, April 19, 2022 4:26 PM
To: Elk Ridge Mowing
Subject: City of Dripping Springs - Grounds Maintenance Mowing Contract

Good afternoon Rhondda,

As we discussed earlier today, the City of Dripping Springs has already began working on the FY2023 budget which includes mowing contract. The current mowing contract with Elk Ridge ends September 30, 2022 with the option to mutually agree in writing to renew this Agreement for two (2) additional one (1) year periods. What is your and Elk Ridge Mowing's appetite for a one (1) year extension on this contract? The one (1) year extension would last until September 30, 2023 keeping the everything in the current contract the same as is and have updated insurance for the next year when applicable. If you have any questions please let me know and I am more than happy to help get you answers.

Thank you,

Craig Rice



Craig Rice
Maintenance Director

crice@cityofdrippingsprings.com
512.858.4725 City Hall

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

cityofdrippingsprings.com



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

From: Shawn Cox, Finance Director/City Treasurer 

Date: May 16, 2022

RE: April 2022 City Treasurer's Report

General Fund:

The General Fund received **\$715,621.98** in revenues for April. A total of \$6,785,094.69 has been collected in revenues. This represents a collection of 74.62%.

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

- 100-000-4000: Ad Valorem Tax – In April, \$40,453.52 was collected in Ad Valorem Tax. Though April, a total of \$2,023,077.57, \$39,585.60 than was originally budgeted. These total collections are inline with the Appraisal Supplement provided in April.
- 100-000-40001: Sales Tax – \$279,072.43 was received in Sales Tax, of which \$ 209,054.11 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements. This represents a 20.17% increase from April 2021 – Average monthly collections for Sales Tax in FY 2022 were anticipated to be \$316,000.00. Though April, our average monthly collections total \$335,530.43.
- 100-200-43000: Site Development Fees – Site Development Fee collections through April are \$94,345.72 over the total anticipated collections for FY 2022 (\$239,108.41).
- 100-200-43030: Subdivision Fees – Similar to Site Development, Subdivision Fees are \$262,062.31 over the total anticipated collections for FY 2022 (\$656,006.25).

General Fund expenditures are in line with the approved budget.

Wastewater Utility Fund:

For April, **\$174,027.68** was received in revenues.

Wastewater revenues are in line with or ahead of the approved budget. Some line items of note include:

- 400-300-47009: Sales Tax – For April a reduction of \$10,675.22 is shown. This is due to an audit adjustment which was made to reallocate September's allocation of \$66,489.71 which was deposited in October and included in FY 2022 revenues rather than FY 2021. For April \$55,814.49 was allocated from Sales Tax.

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

- 400-300-62003: Special Counsel and Consultants – FY 2022 included \$35,000.00 in this line item. Currently, \$37,805.72 has been spent. These expenditures are related to the appeal of the city Wastewater Permit. Staff is reviewing anticipated additional costs and will propose a future budget amendment.



- 400-300-72003: TWDB-Special Counsel and Consultants – These expenditures include attorney’s fees related to easement acquisition for the Wastewater project. The costs are eligible to be reimbursed from the TWDB as a part of the project. Staff is working with our engineer to submit a request for reimbursement.

Dripping Springs Ranch Park (DSRP):

\$49,537.63 in revenues were collected for April.

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

- 200-401-43011: RV Site Rental Fees – Through April a total of \$19,160.00 has been collected, which is \$160.00 more than was budgeted.
- 200-401-44000: Sponsorships & Donations: Currently only \$8,107.50 has been collected. Staff does expect some additional revenues but is watching this line item closely.
- 200-401-44007: Miscellaneous Events – This line item was recently established in Budget Amendment #5 on April 5. It was split off from Program & Event Fee. Much of this revenue is expected to be transferred to either Rodeo Series or Coyote Camp. Finance and DSRP Staff are working though Active Net to ensure the correct amounts are reallocated.

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

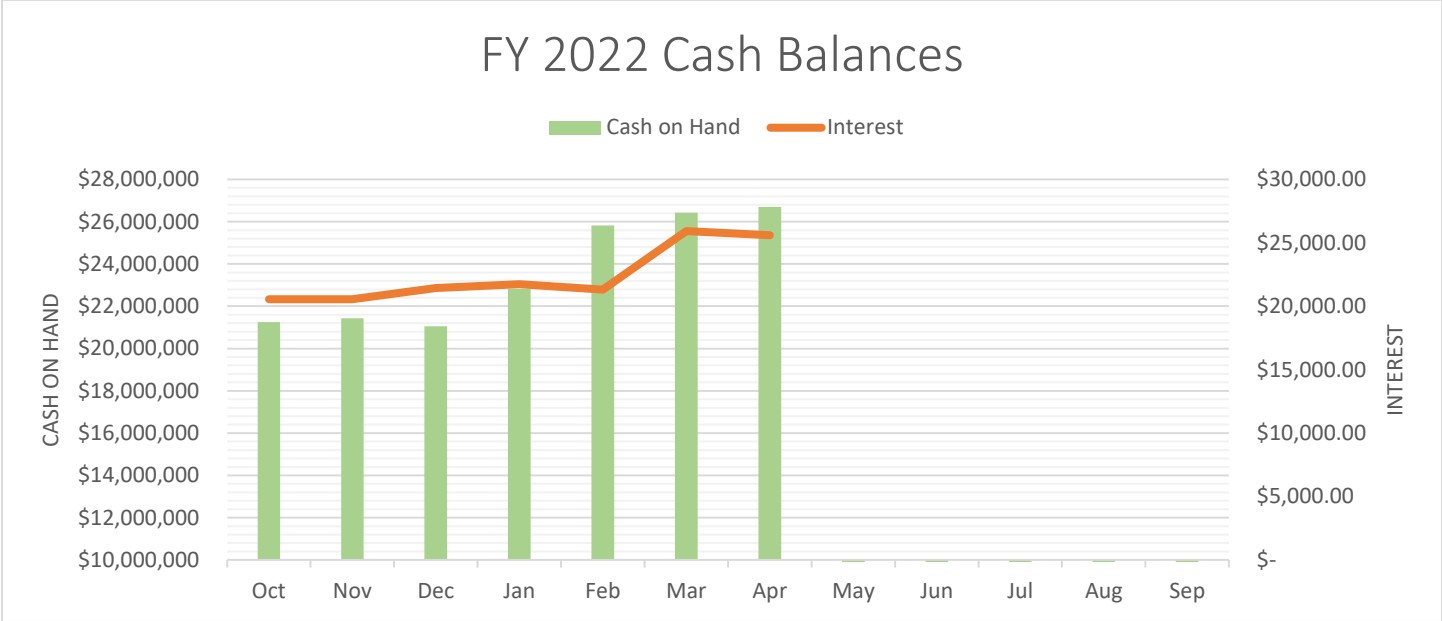
- 200-401-65008: Alarm – The alarm at DSRP was experiencing issues which required service. The costs to resolve the issue have caused this line item to be over budget. The issues have been resolved, and the line item will be adjusted in an upcoming budget amendment proposal.
- 200-401-65017: Electricity: It was estimated that \$5,000.00 a month would be spent on electricity. Currently this line item is averaging \$6,500.00 per month. While it is not yet over budget, if this average holds a proposed budget amendment will be needed. Staff is continuing to monitor this line item closely.

Banking:

On March 31st, the City’s cash balances were **\$26.694 Million**. This is a 1.0% increase from the previous month’s cash balances. An additional \$363,840.00 in Impact Fees was also collected, bringing the annual collection total to \$3,357,940.00. \$112,852.61 was collected HOT Revenues, bringing the total collection through April to \$592,337.29. A total of **\$25,589.45** was collected in interest revenues for the Month of April.



DRIPPING SPRINGS Texas





Dripping Springs, TX

Item 11.
Budget Report
Account Summary

For Fiscal: 2021-2022 Period Ending: 04/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	1,983,491.97	1,983,491.97	40,453.52	2,023,077.57	39,585.60	102.00 %
100-000-40001	Sales Tax Revenue	3,796,125.70	3,796,125.70	279,072.43	2,348,713.01	-1,447,412.69	38.13 %
100-000-40002	Mixed Beverage	60,000.00	60,000.00	6,878.91	51,751.19	-8,248.81	13.75 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	2,605.47	7,013.94	3,013.94	175.35 %
100-000-41000	Solid Waste Franchise Fee	40,000.00	40,000.00	0.00	21,417.70	-18,582.30	46.46 %
100-000-42000	Alcohol Permit Fees	7,085.00	7,085.00	30.00	2,195.00	-4,890.00	69.02 %
100-000-46000	FEMA	0.00	0.00	0.00	5,292.38	5,292.38	0.00 %
100-000-46001	Other Revenues	40,000.00	40,000.00	15,326.98	43.27	-39,956.73	99.89 %
100-000-46002	Interest	40,000.00	40,000.00	8,827.91	52,023.29	12,023.29	130.06 %
100-000-46011	Coronavirus Local Fiscal Recovery F	707,181.10	707,181.10	0.00	1,397.61	-705,783.49	99.80 %
100-000-47000	Transfer from Capital Improvement	300,000.00	324,000.00	0.00	0.00	-324,000.00	100.00 %
100-000-47001	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
100-000-47005	Transfer from HOT Fund	4,305.00	4,305.00	0.00	0.00	-4,305.00	100.00 %
100-000-47013	Transfer From TIRZ	0.00	0.00	0.00	127,102.00	127,102.00	0.00 %
Department: 000 - Undesignated Total:		6,992,588.77	7,016,588.77	353,195.22	4,640,026.96	-2,376,561.81	33.87%
Department: 103 - Courts							
100-103-43028	Muni Court Fines/Special Fees	250.00	250.00	0.00	0.00	-250.00	100.00 %
Department: 103 - Courts Total:		250.00	250.00	0.00	0.00	-250.00	100.00%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	60,000.00	60,000.00	14,550.00	76,860.00	16,860.00	128.10 %
100-200-43000	Site Development Fees	239,108.41	239,108.41	31,261.62	333,454.13	94,345.72	139.46 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	4,245.00	77,477.00	12,477.00	119.20 %
100-200-43030	Subdivision Fees	656,006.25	656,006.25	117,581.70	918,068.56	262,062.31	139.95 %
Department: 200 - Planning & Development Total:		1,020,114.66	1,020,114.66	167,638.32	1,405,859.69	385,745.03	37.81%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	2,650.00	13,575.00	13,575.00	0.00 %
100-201-43029	Fire Inspections	10,000.00	10,000.00	7,417.72	27,856.12	17,856.12	278.56 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	158,938.50	1,294,230.76	-205,769.24	13.72 %
Department: 201 - Building Total:		1,510,000.00	1,510,000.00	169,006.22	1,335,661.88	-174,338.12	11.55%
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	9,027.00	11,723.00	0.00	4,715.97	-7,007.03	59.77 %
100-400-44001	Community Service Fees	4,400.00	4,400.00	0.00	1,345.00	-3,055.00	69.43 %
100-400-44002	Program & Event Fees	5,000.00	18,800.00	-805.00	25,305.00	6,505.00	134.60 %
100-400-44004	Park Rental Income	5,350.00	5,350.00	360.00	2,500.00	-2,850.00	53.27 %
100-400-47002	Transfer from Parkland Dedication	113,462.80	113,462.80	0.00	0.00	-113,462.80	100.00 %
100-400-47003	Transfer from Landscaping Fund	4,000.00	4,000.00	0.00	0.00	-4,000.00	100.00 %
100-400-47005	Transfer from HOT Fund	2,000.00	2,000.00	0.00	0.00	-2,000.00	100.00 %
100-400-47014	Transfer from Parkland Developme	111,731.40	121,731.40	0.00	0.00	-121,731.40	100.00 %
Department: 400 - Parks & Recreation Total:		254,971.20	281,467.20	-445.00	33,865.97	-247,601.23	87.97%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	85,800.00	85,800.00	203.00	1,213.00	-84,587.00	98.59 %
100-402-44004	Park Rental Income	16,800.00	16,800.00	0.00	50.00	-16,750.00	99.70 %
100-402-46012	Reimbursement of Utility Costs	8,000.00	8,000.00	0.00	2,014.95	-5,985.05	74.81 %
Department: 402 - Aquatics Total:		110,600.00	110,600.00	203.00	3,277.95	-107,322.05	97.04%
Department: 404 - Founders Day							
100-404-45000	FD Craft/Business Booths	6,500.00	6,500.00	0.00	0.00	-6,500.00	100.00 %
100-404-45001	FD Food Booths	1,100.00	1,100.00	0.00	0.00	-1,100.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-45002	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	0.00	-4,600.00	100.00 %
100-404-45003	FD Carnival	9,500.00	9,500.00	0.00	0.00	-9,500.00	100.00 %
100-404-45004	FD Parade Registration Fees	3,750.00	3,750.00	225.00	3,975.00	225.00	106.00 %
100-404-45005	FD Sponsorships	70,000.00	70,000.00	22,500.00	74,750.00	4,750.00	106.79 %
100-404-45006	FD Parking Fees	1,700.00	1,700.00	3,299.22	3,299.22	1,599.22	194.07 %
100-404-45007	FD Electric Fees	2,400.00	2,400.00	0.00	0.00	-2,400.00	100.00 %
100-404-47007	Transfer from General Fund	0.00	13,000.00	0.00	0.00	-13,000.00	100.00 %
Department: 404 - Founders Day Total:		99,550.00	112,550.00	26,024.22	82,024.22	-30,525.78	27.12%
Revenue Total:		9,988,074.63	10,051,570.63	715,621.98	7,500,716.67	-2,550,853.96	25.38%
Expense							
Department: 000 - Undesignated							
100-000-60000	Salaries	2,249,643.70	2,263,243.70	0.00	0.00	2,263,243.70	100.00 %
100-000-61000	Health Insurance	224,269.22	224,269.22	56,976.88	205,404.35	18,864.87	8.41 %
100-000-61001	Dental Insurance	14,498.88	14,498.88	0.00	0.00	14,498.88	100.00 %
100-000-61002	Medicare	0.00	0.00	0.00	16.01	-16.01	0.00 %
100-000-61003	Social Security	0.00	0.00	0.00	68.45	-68.45	0.00 %
100-000-61005	Federal Withholding	180,413.74	181,706.14	0.00	-3,400.57	185,106.71	101.87 %
100-000-61006	TMRS	133,118.97	133,118.97	0.00	66.24	133,052.73	99.95 %
100-000-62009	Human Resources Consultant	10,000.00	10,000.00	0.00	9,887.93	112.07	1.12 %
100-000-63004	Dues, Fees & Subscriptions	30,000.00	30,000.00	4,669.47	13,491.92	16,508.08	55.03 %
100-000-63005	Training/Continuing Education	83,623.90	83,623.90	858.01	11,678.55	71,945.35	86.03 %
100-000-64000	Office Supplies	25,000.00	25,000.00	2,886.57	11,354.16	13,645.84	54.58 %
100-000-64004	Office Furniture and Equipment	6,000.00	6,000.00	2,214.00	2,214.00	3,786.00	63.10 %
100-000-66002	Postage & Shipping	3,200.00	3,200.00	390.61	1,458.11	1,741.89	54.43 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	3,400.00	0.00	0.00 %
100-000-69002	Economic Development	10,000.00	10,000.00	0.00	10,000.00	0.00	0.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	1,215.00	48,785.00	97.57 %
100-000-70003	Other Expenses	10,000.00	10,000.00	81.09	1,593.40	8,406.60	84.07 %
100-000-70009	Coronavirus Local Fiscal Recovery F	0.00	56,146.39	2,500.00	44,357.89	11,788.50	21.00 %
100-000-90000	Transfer to Reserve Fund	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
100-000-90002	Transfer to TIRZ	450,244.23	450,244.23	0.00	0.00	450,244.23	100.00 %
100-000-90005	Transfer to DSRP	75,000.00	178,000.00	0.00	0.00	178,000.00	100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	25,462.00	25,462.00	0.00	0.00	25,462.00	100.00 %
100-000-90014	Transfer to Founders Day	0.00	13,000.00	0.00	0.00	13,000.00	100.00 %
Department: 000 - Undesignated Total:		3,785,874.64	3,972,913.43	70,576.63	312,805.44	3,660,107.99	92.13%
Department: 100 - City Council/Boards & Commissions							
100-100-62010	Miscellaneous Consultant	7,500.00	7,500.00	0.00	520.00	6,980.00	93.07 %
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-100-69008	Land Acquisition	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
Department: 100 - City Council/Boards & Commissions Total:		24,500.00	24,500.00	0.00	520.00	23,980.00	97.88%
Department: 101 - City Administrators Office							
100-101-60000	Regular Employees	0.00	0.00	34,418.97	261,165.33	-261,165.33	0.00 %
100-101-60002	Overtime	0.00	0.00	29.32	326.60	-326.60	0.00 %
100-101-61000	Health Insurance	0.00	0.00	1,689.54	12,670.72	-12,670.72	0.00 %
100-101-61001	Dental Insurance	0.00	0.00	138.96	1,042.20	-1,042.20	0.00 %
100-101-61002	Medicare	0.00	0.00	463.91	3,524.68	-3,524.68	0.00 %
100-101-61003	Social Security	0.00	0.00	1,983.55	12,711.12	-12,711.12	0.00 %
100-101-61004	Unemployment	0.00	0.00	0.00	575.99	-575.99	0.00 %
100-101-61006	TMRS	0.00	0.00	2,039.35	15,606.71	-15,606.71	0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	40,763.60	307,623.35	-307,623.35	0.00%
Department: 102 - City Secretary							
100-102-60000	Regular Employees	0.00	0.00	6,153.84	46,461.50	-46,461.50	0.00 %
100-102-60001	Part-time Employees	0.00	0.00	1,260.67	6,660.76	-6,660.76	0.00 %
100-102-61000	Health Insurance	0.00	0.00	559.80	4,197.96	-4,197.96	0.00 %
100-102-61001	Dental Insurance	0.00	0.00	34.74	260.55	-260.55	0.00 %
100-102-61002	Medicare	0.00	0.00	106.36	761.63	-761.63	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-102-61003	Social Security	0.00	0.00	454.81	3,256.86	-3,256.86	0.00 %
100-102-61004	Unemployment	0.00	0.00	20.18	229.42	-229.42	0.00 %
100-102-61006	TMRS	0.00	0.00	364.30	2,772.94	-2,772.94	0.00 %
100-102-62000	Municipal Election	8,000.00	8,000.00	0.00	432.00	7,568.00	94.60 %
100-102-62018	Code Publication	5,350.00	5,350.00	0.00	0.00	5,350.00	100.00 %
100-102-66003	Public Notices	6,000.00	6,000.00	242.47	1,633.91	4,366.09	72.77 %
100-102-69003	Records Management	1,220.00	1,220.00	60.00	240.00	980.00	80.33 %
100-102-70001	Mileage	0.00	0.00	0.00	305.66	-305.66	0.00 %
Department: 102 - City Secretary Total:		20,570.00	20,570.00	9,257.17	67,213.19	-46,643.19	-226.75%
Department: 103 - Courts							
100-103-60001	Part-time Employees	0.00	0.00	862.50	1,737.50	-1,737.50	0.00 %
100-103-61002	Medicare	0.00	0.00	12.51	25.20	-25.20	0.00 %
100-103-61003	Social Security	0.00	0.00	53.48	107.74	-107.74	0.00 %
100-103-61004	Unemployment	0.00	0.00	13.80	27.80	-27.80	0.00 %
100-103-62003	Muni Court Attorney/ Judge	15,500.00	15,500.00	0.00	1,800.00	13,700.00	88.39 %
100-103-62010	Miscellaneous Consultant	0.00	0.00	0.00	162.50	-162.50	0.00 %
Department: 103 - Courts Total:		15,500.00	15,500.00	942.29	3,860.74	11,639.26	75.09%
Department: 104 - City Attorney							
100-104-60000	Regular Employees	0.00	0.00	11,538.46	85,777.20	-85,777.20	0.00 %
100-104-61000	Health Insurance	0.00	0.00	564.12	4,230.90	-4,230.90	0.00 %
100-104-61001	Dental Insurance	0.00	0.00	34.74	260.55	-260.55	0.00 %
100-104-61002	Medicare	0.00	0.00	159.38	1,184.31	-1,184.31	0.00 %
100-104-61003	Social Security	0.00	0.00	681.48	5,063.91	-5,063.91	0.00 %
100-104-61004	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-104-61006	TMRS	0.00	0.00	683.08	5,118.92	-5,118.92	0.00 %
100-104-62003	Special Counsel and Consultants	59,000.00	44,107.60	140.20	7,418.01	36,689.59	83.18 %
100-104-62009	Human Resources Consultant	0.00	0.00	0.00	1,120.96	-1,120.96	0.00 %
100-104-64003	Uniforms	0.00	0.00	24.00	24.00	-24.00	0.00 %
Department: 104 - City Attorney Total:		59,000.00	44,107.60	13,825.46	110,342.76	-66,235.16	-150.17%
Department: 105 - Communications							
100-105-60000	Regular Employees	0.00	0.00	5,661.54	42,622.78	-42,622.78	0.00 %
100-105-61000	Health Insurance	0.00	0.00	558.42	4,187.76	-4,187.76	0.00 %
100-105-61001	Dental Insurance	0.00	0.00	34.74	260.55	-260.55	0.00 %
100-105-61002	Medicare	0.00	0.00	81.36	615.86	-615.86	0.00 %
100-105-61003	Social Security	0.00	0.00	347.86	2,633.16	-2,633.16	0.00 %
100-105-61004	Unemployment	0.00	0.00	0.00	143.99	-143.99	0.00 %
100-105-61006	TMRS	0.00	0.00	335.16	2,543.80	-2,543.80	0.00 %
100-105-66000	Website	6,625.00	6,625.00	0.00	6,625.00	0.00	0.00 %
100-105-66005	Public Relations	7,488.00	8,988.00	49.00	533.45	8,454.55	94.06 %
Department: 105 - Communications Total:		14,113.00	15,613.00	7,068.08	60,166.35	-44,553.35	-285.36%
Department: 106 - IT							
100-106-60000	Regular Employees	0.00	0.00	4,957.12	16,547.70	-16,547.70	0.00 %
100-106-60002	Overtime	0.00	0.00	0.00	57.26	-57.26	0.00 %
100-106-61000	Health Insurance	0.00	0.00	14.38	1,402.37	-1,402.37	0.00 %
100-106-61001	Dental Insurance	0.00	0.00	0.00	86.85	-86.85	0.00 %
100-106-61002	Medicare	0.00	0.00	71.88	239.29	-239.29	0.00 %
100-106-61003	Social Security	0.00	0.00	307.34	1,023.23	-1,023.23	0.00 %
100-106-61004	Unemployment	0.00	0.00	79.32	97.54	-97.54	0.00 %
100-106-61006	TMRS	0.00	0.00	293.46	991.43	-991.43	0.00 %
100-106-64001	Office IT Equipment & Support	70,890.00	70,890.00	10,583.89	44,474.45	26,415.55	37.26 %
100-106-64002	Software	165,142.00	183,888.00	4,733.36	84,962.57	98,925.43	53.80 %
100-106-65000	Network/Phone	31,000.00	31,000.00	2,517.23	11,837.89	19,162.11	61.81 %
Department: 106 - IT Total:		267,032.00	285,778.00	23,557.98	161,720.58	124,057.42	43.41%
Department: 107 - Finance							
100-107-60000	Regular Employees	0.00	0.00	14,033.22	106,070.52	-106,070.52	0.00 %
100-107-60002	Overtime	0.00	0.00	0.00	89.28	-89.28	0.00 %
100-107-61000	Health Insurance	0.00	0.00	1,667.86	12,507.73	-12,507.73	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-107-61001	Dental Insurance	0.00	0.00	104.22	781.65	-781.65	0.00 %
100-107-61002	Medicare	0.00	0.00	193.65	1,465.64	-1,465.64	0.00 %
100-107-61003	Social Security	0.00	0.00	828.09	6,267.18	-6,267.18	0.00 %
100-107-61004	Unemployment	0.00	0.00	0.00	432.01	-432.01	0.00 %
100-107-61006	TMRS	0.00	0.00	830.78	6,335.92	-6,335.92	0.00 %
100-107-62001	Financial Services	115,000.00	115,000.00	0.00	28,000.00	87,000.00	75.65 %
100-107-67000	TML Liability Insurance	20,850.00	20,850.00	4,497.25	14,252.75	6,597.25	31.64 %
100-107-67001	TML Property Insurance	34,646.00	34,646.00	9,376.75	29,062.25	5,583.75	16.12 %
100-107-67002	TML Workmen's Comp Insurance	25,000.00	25,000.00	1,924.50	19,767.50	5,232.50	20.93 %
100-107-70000	Bad Debt Expense	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-107-70001	Mileage	0.00	0.00	0.00	138.98	-138.98	0.00 %
100-107-90003	Transfer to Wastewater Utility Fund	759,225.14	914,946.14	55,814.49	536,232.32	378,713.82	41.39 %
100-107-90004	SPA & ECO D Transfers	218,656.84	218,656.84	14,203.84	120,241.00	98,415.84	45.01 %
Department: 107 - Finance Total:		1,178,377.98	1,334,098.98	103,474.65	881,644.73	452,454.25	33.91%
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	19,222.00	135,728.12	-135,728.12	0.00 %
100-200-61000	Health Insurance	0.00	0.00	1,952.20	13,355.09	-13,355.09	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	121.59	830.58	-830.58	0.00 %
100-200-61002	Medicare	0.00	0.00	267.93	1,908.93	-1,908.93	0.00 %
100-200-61003	Social Security	0.00	0.00	1,145.55	8,162.24	-8,162.24	0.00 %
100-200-61004	Unemployment	0.00	0.00	25.65	597.96	-597.96	0.00 %
100-200-61006	TMRS	0.00	0.00	1,137.95	8,100.27	-8,100.27	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	94,000.00	14,400.00	14,400.00	79,600.00	84.68 %
100-200-62003	Special Counsel and Consultant	0.00	0.00	0.00	1,695.40	-1,695.40	0.00 %
100-200-62005	Health Inspector	50,000.00	50,000.00	7,681.56	37,132.29	12,867.71	25.74 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	5,000.00	938.55	1,706.27	3,293.73	65.87 %
100-200-62007	Historic District Consultant	3,500.00	3,500.00	375.00	2,486.41	1,013.59	28.96 %
100-200-62010	Miscellaneous Consultant	175,000.00	175,000.00	0.00	0.00	175,000.00	100.00 %
100-200-64003	Uniforms	0.00	0.00	0.00	481.76	-481.76	0.00 %
Department: 200 - Planning & Development Total:		303,500.00	327,500.00	47,267.98	226,585.32	100,914.68	30.81%
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	11,466.96	83,465.19	-83,465.19	0.00 %
100-201-60002	Overtime	0.00	0.00	10.53	422.41	-422.41	0.00 %
100-201-61000	Health Insurance	0.00	0.00	1,659.64	11,944.67	-11,944.67	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	104.22	750.09	-750.09	0.00 %
100-201-61002	Medicare	0.00	0.00	163.84	1,197.49	-1,197.49	0.00 %
100-201-61003	Social Security	0.00	0.00	700.52	5,120.18	-5,120.18	0.00 %
100-201-61004	Unemployment	0.00	0.00	0.00	500.31	-500.31	0.00 %
100-201-61006	TMRS	0.00	0.00	679.47	5,005.45	-5,005.45	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	148,229.68	707,571.48	42,428.52	5.66 %
100-201-62008	Lighting Consultant	1,000.00	1,000.00	0.00	247.50	752.50	75.25 %
100-201-64003	Uniforms	0.00	0.00	116.46	116.46	-116.46	0.00 %
100-201-70001	Mileage	0.00	0.00	11.76	44.46	-44.46	0.00 %
Department: 201 - Building Total:		751,000.00	751,000.00	163,143.08	816,385.69	-65,385.69	-8.71%
Department: 300 - Utilities							
100-300-60000	Regular Employees	0.00	0.00	10,499.22	78,436.94	-78,436.94	0.00 %
100-300-60002	Overtime	0.00	0.00	310.96	1,497.55	-1,497.55	0.00 %
100-300-61000	Health Insurance	0.00	0.00	1,114.40	8,355.96	-8,355.96	0.00 %
100-300-61001	Dental Insurance	0.00	0.00	69.48	521.10	-521.10	0.00 %
100-300-61002	Medicare	0.00	0.00	145.93	1,077.90	-1,077.90	0.00 %
100-300-61003	Social Security	0.00	0.00	623.97	4,608.98	-4,608.98	0.00 %
100-300-61004	Unemployment	0.00	0.00	0.00	288.01	-288.01	0.00 %
100-300-61006	TMRS	0.00	0.00	639.96	4,770.40	-4,770.40	0.00 %
100-300-64003	Uniforms	0.00	0.00	0.00	1,497.20	-1,497.20	0.00 %
100-300-70001	Mileage	0.00	0.00	0.00	36.40	-36.40	0.00 %
100-300-71001	Transportation Improvement Proje	775,000.00	775,000.00	1,539.22	68,306.73	706,693.27	91.19 %
Department: 300 - Utilities Total:		775,000.00	775,000.00	14,943.14	169,397.17	605,602.83	78.14%

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 304 - Maintenance							
100-304-60000	Regular Employees	0.00	0.00	21,872.20	163,152.35	-163,152.35	0.00 %
100-304-60002	Overtime	0.00	0.00	474.23	3,696.60	-3,696.60	0.00 %
100-304-60003	On Call Pay	0.00	0.00	800.00	6,000.00	-6,000.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	3,333.14	24,581.88	-24,581.88	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	208.44	1,537.54	-1,537.54	0.00 %
100-304-61002	Medicare	0.00	0.00	326.57	2,438.79	-2,438.79	0.00 %
100-304-61003	Social Security	0.00	0.00	1,396.47	10,428.23	-10,428.23	0.00 %
100-304-61004	Unemployment	0.00	0.00	0.00	903.68	-903.68	0.00 %
100-304-61006	TMRS	0.00	0.00	1,370.26	10,314.23	-10,314.23	0.00 %
100-304-63000	Office Maintenance/Repairs	11,060.00	11,060.00	61.63	5,402.54	5,657.46	51.15 %
100-304-63001	Equipment Maintenance	3,000.00	3,000.00	192.59	897.22	2,102.78	70.09 %
100-304-63002	Fleet Maintenance	18,800.00	28,800.00	6,020.01	16,766.95	12,033.05	41.78 %
100-304-63008	Stephenson Building & Lawn Maint	5,500.00	5,500.00	284.22	315.35	5,184.65	94.27 %
100-304-63009	Street/ROW Maintenance	184,250.00	184,250.00	423.17	16,692.36	167,557.64	90.94 %
100-304-63018	Stephenson Building & Lawn Maint	700.00	700.00	17.98	17.98	682.02	97.43 %
100-304-64003	Uniforms	7,760.00	7,760.00	0.00	1,059.97	6,700.03	86.34 %
100-304-64004	Office Furniture and Equipment	0.00	0.00	0.00	49.75	-49.75	0.00 %
100-304-64006	Fleet Acquisition	210,700.00	210,700.00	0.00	41,153.49	169,546.51	80.47 %
100-304-64008	Fuel	0.00	0.00	0.00	2,951.24	-2,951.24	0.00 %
100-304-64009	Maintenance Equipment	47,878.00	47,878.00	20.96	4,497.95	43,380.05	90.61 %
100-304-64010	Maintenance Supplies	4,600.00	4,600.00	16.95	1,563.64	3,036.36	66.01 %
100-304-65001	Street Electricity	20,000.00	20,000.00	1,510.51	10,044.27	9,955.73	49.78 %
100-304-65002	City Streets Water	4,000.00	4,000.00	563.45	1,972.08	2,027.92	50.70 %
100-304-65003	Office Electricity	4,500.00	4,500.00	343.75	2,786.08	1,713.92	38.09 %
100-304-65004	Office Water	650.00	650.00	115.24	324.14	325.86	50.13 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	83.68	596.45	903.55	60.24 %
100-304-65006	Stephenson Water	500.00	500.00	73.96	250.78	249.22	49.84 %
100-304-65009	Triangle Electric	500.00	500.00	38.25	267.75	232.25	46.45 %
100-304-65010	Triangle Water	500.00	500.00	109.23	286.73	213.27	42.65 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-304-69010	Downtown Bathroom	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
100-304-70001	Mileage	0.00	0.00	0.00	26.33	-26.33	0.00 %
100-304-71002	Street Improvements	592,087.25	592,087.25	0.00	298,379.26	293,707.99	49.61 %
100-304-71003	City Hall Improvements	5,000.00	5,000.00	0.00	543.16	4,456.84	89.14 %
Department: 304 - Maintenance Total:		1,225,485.25	1,235,485.25	39,656.89	629,898.77	605,586.48	49.02%
Department: 400 - Parks & Recreation							
100-400-60000	Regular Employees	0.00	0.00	3,142.40	74,061.66	-74,061.66	0.00 %
100-400-60001	Part-time Employees	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00 %
100-400-60005	Camp Staff	0.00	0.00	144.00	144.00	-144.00	0.00 %
100-400-61000	Health Insurance	0.00	0.00	8.82	3,686.61	-3,686.61	0.00 %
100-400-61001	Dental Insurance	0.00	0.00	0.00	225.81	-225.81	0.00 %
100-400-61002	Medicare	0.00	0.00	47.65	978.13	-978.13	0.00 %
100-400-61003	Social Security	0.00	0.00	203.75	4,182.53	-4,182.53	0.00 %
100-400-61004	Unemployment	0.00	0.00	2.30	354.74	-354.74	0.00 %
100-400-61006	TMRS	0.00	0.00	186.04	4,421.18	-4,421.18	0.00 %
100-400-62011	Park Consultant	0.00	10,000.00	0.00	4,400.00	5,600.00	56.00 %
100-400-63004	Dues, Fees & Subscriptions	1,337.50	1,337.50	602.66	2,269.56	-932.06	-69.69 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	2,550.00	3,720.00	-3,720.00	0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	1,020.00	2,540.00	-2,540.00	0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	995.00	1,990.00	-1,990.00	0.00 %
100-400-63013	General Parks Maintenance	1,000.00	1,000.00	0.00	478.03	521.97	52.20 %
100-400-63015	Founders Park/Pool Maintenance	0.00	0.00	0.00	45.04	-45.04	0.00 %
100-400-63016	Sports & Rec Park Maintenance	51,920.00	56,519.00	7,750.49	24,429.44	32,089.56	56.78 %
100-400-63017	Charro Ranch Park Maintenance	7,700.00	7,700.00	119.10	129.09	7,570.91	98.32 %
100-400-63018	Triangle/Veterans Park Maintenanc	0.00	0.00	0.00	4.46	-4.46	0.00 %
100-400-64005	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-400-64011	Park Supplies	3,000.00	3,000.00	30.62	1,374.53	1,625.47	54.18 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-400-64012	Charro Ranch Supplies	1,500.00	1,500.00	0.00	100.00	1,400.00 93.33 %
100-400-64013	Founders Park/Pool Supplies	43,375.00	43,375.00	25,718.35	25,818.53	17,556.47 40.48 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	45.25	45.25	354.75 88.69 %
100-400-64015	Park Program & Event Supplies	1,500.00	13,740.00	1,871.99	2,458.64	11,281.36 82.11 %
100-400-65007	Portable Toilets	5,000.00	5,000.00	575.00	4,152.50	847.50 16.95 %
100-400-65011	Sports & Rec Park Water	14,500.00	14,500.00	-4,400.19	-15,301.40	29,801.40 205.53 %
100-400-65012	Sports & Rec Park Electricity	1,200.00	2,500.00	168.32	1,214.73	1,285.27 51.41 %
100-400-65013	FMP Pool/Pavilion Water	6,000.00	6,000.00	535.93	1,820.73	4,179.27 69.65 %
100-400-65014	Founders Park/Pool Electricity	4,500.00	4,500.00	462.88	3,551.48	948.52 21.08 %
100-400-66001	Advertising	6,500.00	6,500.00	6,494.43	6,754.38	-254.38 -3.91 %
100-400-66004	City Sponsored Events	5,000.00	5,000.00	0.00	0.00	5,000.00 100.00 %
100-400-70003	Other Expenses	11,500.00	11,500.00	0.00	6,705.00	4,795.00 41.70 %
100-400-70007	Sponsored Events	0.00	0.00	0.00	3,889.07	-3,889.07 0.00 %
100-400-71004	All Parks Improvements	0.00	32,942.50	2,580.00	22,112.72	10,829.78 32.87 %
100-400-71005	Founders Park/Pool Improvmts	67,731.40	67,731.40	0.00	19,052.10	48,679.30 71.87 %
100-400-71006	Sports & Rec Park Improvements	0.00	0.00	0.00	56.99	-56.99 0.00 %
100-400-71007	Charro Ranch Improvements	1,800.00	1,800.00	0.00	0.00	1,800.00 100.00 %
100-400-71009	Triangle Improvements	2,000.00	2,000.00	0.00	0.00	2,000.00 100.00 %
Department: 400 - Parks & Recreation Total:		240,963.90	302,045.40	50,854.79	211,865.53	90,179.87 29.86%
Department: 401 - DSRP						
100-401-60000	Regular Employees	376,654.59	376,654.59	25,477.01	184,889.84	191,764.75 50.91 %
100-401-60002	Overtime	0.00	0.00	175.77	2,132.00	-2,132.00 0.00 %
100-401-60003	On Call Pay	0.00	0.00	800.00	6,000.00	-6,000.00 0.00 %
100-401-61000	Health Insurance	50,274.49	50,274.49	3,336.38	25,169.55	25,104.94 49.94 %
100-401-61001	Dental Insurance	3,161.76	3,161.76	208.44	1,571.69	1,590.07 50.29 %
100-401-61002	Medicare	0.00	0.00	365.03	2,659.42	-2,659.42 0.00 %
100-401-61003	Social Security	0.00	0.00	1,560.72	11,370.95	-11,370.95 0.00 %
100-401-61004	Unemployment	0.00	0.00	44.58	1,370.29	-1,370.29 0.00 %
100-401-61005	Federal Withholding	30,032.28	30,032.28	0.00	0.00	30,032.28 100.00 %
100-401-61006	TMRS	19,323.28	19,323.28	1,439.11	10,783.20	8,540.08 44.20 %
100-401-65000	Network/Phone	500.00	500.00	0.00	0.00	500.00 100.00 %
100-401-65017	Electricity	500.00	500.00	0.00	0.00	500.00 100.00 %
Department: 401 - DSRP Total:		480,446.40	480,446.40	33,407.04	245,946.94	234,499.46 48.81%
Department: 402 - Aquatics						
100-402-60000	Regular Employees	0.00	0.00	4,000.00	29,940.00	-29,940.00 0.00 %
100-402-60007	Aquatic Staff	70,591.24	70,591.24	0.00	0.00	70,591.24 100.00 %
100-402-61000	Health Insurance	0.00	0.00	553.76	3,876.32	-3,876.32 0.00 %
100-402-61001	Dental Insurance	0.00	0.00	34.74	243.18	-243.18 0.00 %
100-402-61002	Medicare	0.00	0.00	58.00	434.13	-434.13 0.00 %
100-402-61003	Social Security	0.00	0.00	248.00	1,856.28	-1,856.28 0.00 %
100-402-61004	Unemployment	0.00	0.00	0.00	144.00	-144.00 0.00 %
100-402-61006	TMRS	0.00	0.00	236.80	1,676.40	-1,676.40 0.00 %
100-402-63015	Founders Park/Pool Maintenance	28,240.00	28,240.00	0.00	684.30	27,555.70 97.58 %
100-402-64022	Pool Chemicals	0.00	0.00	0.00	3,502.00	-3,502.00 0.00 %
100-402-65000	Network/Phone	1,500.00	1,500.00	140.49	958.33	541.67 36.11 %
100-402-65019	Propane/Natural Gas	20,000.00	20,000.00	5,321.00	5,321.00	14,679.00 73.40 %
Department: 402 - Aquatics Total:		120,331.24	120,331.24	10,592.79	48,635.94	71,695.30 59.58%
Department: 404 - Founders Day						
100-404-63019	FD Clean Up	5,060.00	5,060.00	0.00	0.00	5,060.00 100.00 %
100-404-64016	FD Event Supplies	7,000.00	7,000.00	1,800.94	1,800.94	5,199.06 74.27 %
100-404-64017	FD Event Tent, Table, & Chairs	4,500.00	4,500.00	2,650.00	2,650.00	1,850.00 41.11 %
100-404-64018	FD Barricades	19,874.00	19,874.00	8,071.60	8,071.60	11,802.40 59.39 %
100-404-65007	Portable Toilets	7,150.00	7,150.00	0.00	0.00	7,150.00 100.00 %
100-404-65016	FD Electricity	6,400.00	6,400.00	0.00	0.00	6,400.00 100.00 %
100-404-66008	FD Parade	650.00	650.00	552.00	552.00	98.00 15.08 %
100-404-66009	FD Publicity	8,500.00	8,500.00	7,183.00	9,321.02	-821.02 -9.66 %
100-404-66010	Events, Entertainment & Activities	15,000.00	15,000.00	13,950.00	13,950.00	1,050.00 7.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-66012	FD Sponsorship	5,000.00	5,000.00	790.00	790.00	4,210.00	84.20 %
100-404-68005	FD Security	20,000.00	33,000.00	24,520.00	31,407.98	1,592.02	4.82 %
100-404-70002	FD Contingencies	416.00	416.00	3,624.27	6,387.27	-5,971.27	-1,435.40 %
Department: 404 - Founders Day Total:		99,550.00	112,550.00	63,141.81	74,930.81	37,619.19	33.42%
Department: 500 - Emergency Management							
100-500-60000	Regular Employees	0.00	0.00	5,000.00	37,926.75	-37,926.75	0.00 %
100-500-60002	Overtime	0.00	0.00	0.00	281.25	-281.25	0.00 %
100-500-61000	Health Insurance	0.00	0.00	14.04	104.76	-104.76	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	34.74	260.55	-260.55	0.00 %
100-500-61002	Medicare	0.00	0.00	72.50	554.02	-554.02	0.00 %
100-500-61003	Social Security	0.00	0.00	310.00	2,368.90	-2,368.90	0.00 %
100-500-61004	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-500-61006	TMRS	0.00	0.00	296.00	2,280.31	-2,280.31	0.00 %
100-500-64003	Uniforms	0.00	0.00	252.50	506.50	-506.50	0.00 %
100-500-68000	Emergency Management Equip	50,970.00	50,970.00	91.67	43,096.07	7,873.93	15.45 %
100-500-68001	Emergency Fire & Safety	2,118.00	2,118.00	383.00	881.00	1,237.00	58.40 %
100-500-68002	Emergency Management PR	2,000.00	2,000.00	0.00	505.00	1,495.00	74.75 %
100-500-68003	Emergency Equipment Maint	5,860.00	5,860.00	0.00	694.78	5,165.22	88.14 %
Department: 500 - Emergency Management Total:		60,948.00	60,948.00	6,454.45	89,603.89	-28,655.89	-47.02%
Expense Total:		9,422,192.41	9,878,387.30	698,927.83	4,419,147.20	5,459,240.10	55.26%
Fund: 100 - General Fund Surplus (Deficit):		565,882.22	173,183.33	16,694.15	3,081,569.47	2,908,386.14	-1,679.37%
Fund: 200 - Dripping Springs Ranch Park							
Revenue							
Department: 401 - DSRP							
200-401-42008	Riding Permit Fees	10,000.00	10,000.00	380.00	8,455.00	-1,545.00	15.45 %
200-401-43010	Stall Rental Fees	39,200.00	39,200.00	4,513.44	28,713.19	-10,486.81	26.75 %
200-401-43011	RV Site Rental Fees	19,000.00	19,000.00	1,865.00	19,160.00	160.00	100.84 %
200-401-43012	Facility Rental Fees	135,500.00	135,500.00	4,647.50	81,470.00	-54,030.00	39.87 %
200-401-43013	Equipment Rental Fees	5,000.00	5,000.00	50.00	1,354.38	-3,645.62	72.91 %
200-401-43014	Staff & Miscellaneous Fees	4,000.00	4,000.00	625.00	3,275.00	-725.00	18.13 %
200-401-43015	Cleaning Fees	25,000.00	25,000.00	1,200.00	13,675.00	-11,325.00	45.30 %
200-401-44000	Sponsorships & Donations	136,275.00	52,275.00	1,255.00	8,107.50	-44,167.50	84.49 %
200-401-44002	Program & Event Fees	84,275.00	0.00	-98,104.45	4,079.00	4,079.00	0.00 %
200-401-44005	Coyote Camp	0.00	74,925.00	25,911.00	25,911.00	-49,014.00	65.42 %
200-401-44006	Riding Series	0.00	84,000.00	43,352.29	43,352.29	-40,647.71	48.39 %
200-401-44007	Miscellaneous Events	0.00	9,350.00	61,243.16	61,243.16	51,893.16	655.01 %
200-401-46001	Other Revenues	4,000.00	4,000.00	40.00	240.00	-3,760.00	94.00 %
200-401-46002	Interest	600.00	600.00	138.69	666.33	66.33	111.06 %
200-401-46003	Sponsorships/Donations	0.00	0.00	0.00	3.00	3.00	0.00 %
200-401-46006	Merchandise Sales	21,300.00	21,300.00	2,421.00	10,430.00	-10,870.00	51.03 %
200-401-47004	Transfer from Ag Facility Fund	37,065.00	37,065.00	0.00	0.00	-37,065.00	100.00 %
200-401-47005	Transfer from HOT Fund	253,501.87	335,701.87	0.00	0.00	-335,701.87	100.00 %
200-401-47006	Transfer for RV Parking Lot - HOT	0.00	47,800.00	0.00	0.00	-47,800.00	100.00 %
200-401-47007	Transfer from General Fund	75,000.00	178,000.00	0.00	0.00	-178,000.00	100.00 %
200-401-47008	Transfer from TWDB	151,500.00	0.00	0.00	0.00	0.00	0.00 %
Department: 401 - DSRP Total:		1,001,216.87	1,082,716.87	49,537.63	310,134.85	-772,582.02	71.36%
Revenue Total:		1,001,216.87	1,082,716.87	49,537.63	310,134.85	-772,582.02	71.36%
Expense							
Department: 400 - Parks & Recreation							
200-400-63035	Ranch House Maintenance	1,000.00	1,000.00	0.00	3,517.66	-2,517.66	-251.77 %
200-400-64024	Ranch House Supplies	1,000.00	1,000.00	0.00	54.87	945.13	94.51 %
Department: 400 - Parks & Recreation Total:		2,000.00	2,000.00	0.00	3,572.53	-1,572.53	-78.63%
Department: 401 - DSRP							
200-401-60003	On Call Pay	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00 %
200-401-60005	Camp Staff	64,054.20	64,054.20	0.00	0.00	64,054.20	100.00 %
200-401-62003	Special Counsel and Consultants	0.00	0.00	0.00	1,141.80	-1,141.80	0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-63000	Building/Office Maintenance	0.00	0.00	5,666.20	22,733.15	-22,733.15 0.00 %
200-401-63001	Equipment Maintenance	16,000.00	16,000.00	1,012.82	14,314.02	1,685.98 10.54 %
200-401-63002	Fleet Maintenance	2,500.00	2,500.00	115.14	115.14	2,384.86 95.39 %
200-401-63003	Lawn Maintenance	0.00	0.00	2,560.00	5,120.00	-5,120.00 0.00 %
200-401-63004	Dues, Fees & Subscriptions	9,561.94	9,561.94	1,575.40	14,116.87	-4,554.93 -47.64 %
200-401-63005	Training/Continuing Education	400.00	400.00	0.00	164.95	235.05 58.76 %
200-401-63023	General Maintenance	118,518.92	133,518.92	341.07	8,060.86	125,458.06 93.96 %
200-401-63024	Stall Cleaning & Repair	2,000.00	2,000.00	0.00	537.60	1,462.40 73.12 %
200-401-63033	Program Fees	0.00	0.00	0.00	1,944.54	-1,944.54 0.00 %
200-401-64000	Office Supplies	10,000.00	10,000.00	0.00	2,143.28	7,856.72 78.57 %
200-401-64001	IT Equipment	0.00	0.00	0.00	19.10	-19.10 0.00 %
200-401-64002	Software	0.00	0.00	0.00	2,063.41	-2,063.41 0.00 %
200-401-64003	Uniforms	0.00	0.00	0.00	-0.01	0.01 0.00 %
200-401-64004	Office Furniture and Equipment	0.00	0.00	0.00	491.44	-491.44 0.00 %
200-401-64005	Equipment Rental	2,000.00	2,000.00	0.00	319.95	1,680.05 84.00 %
200-401-64006	Fleet Acquisition	15,000.00	15,000.00	15,000.00	15,000.00	0.00 0.00 %
200-401-64008	Fuel	0.00	0.00	0.00	3,138.45	-3,138.45 0.00 %
200-401-64009	Maintenance Equipment	0.00	0.00	0.00	2,467.00	-2,467.00 0.00 %
200-401-64010	Maintenance Supplies	0.00	0.00	125.94	664.72	-664.72 0.00 %
200-401-64011	Park Supplies	21,000.00	21,000.00	0.00	0.00	21,000.00 100.00 %
200-401-64015	Park Program & Event Supplies	13,950.00	0.00	-19,298.12	8,611.44	-8,611.44 0.00 %
200-401-64021	Merchandise	11,402.63	11,402.63	0.00	5,283.00	6,119.63 53.67 %
200-401-64023	Equipment	26,922.00	26,922.00	0.00	267.38	26,654.62 99.01 %
200-401-64026	Sponsorship Expenses	0.00	2,050.00	0.00	0.00	2,050.00 100.00 %
200-401-64027	Coyote Camp	0.00	8,250.00	2,284.64	2,284.64	5,965.36 72.31 %
200-401-64028	Riding Series	0.00	32,000.00	20,283.43	20,283.43	11,716.57 36.61 %
200-401-64029	Miscellaneous Events	0.00	6,400.00	14,934.54	14,934.54	-8,534.54 -133.35 %
200-401-65000	Network/Phone	56,304.00	56,304.00	609.49	4,263.55	52,040.45 92.43 %
200-401-65004	Office Water	0.00	7,000.00	572.35	4,778.79	2,221.21 31.73 %
200-401-65005	Stephenson Bldg Electric	7,000.00	0.00	0.00	0.00	0.00 0.00 %
200-401-65007	Portable Toilets	5,953.40	5,953.40	70.00	460.00	5,493.40 92.27 %
200-401-65008	Alarm	1,112.40	1,112.40	775.00	2,175.00	-1,062.60 -95.52 %
200-401-65017	Electricity	60,000.00	60,000.00	5,597.57	45,944.24	14,055.76 23.43 %
200-401-65018	Septic	750.00	750.00	0.00	0.00	750.00 100.00 %
200-401-65019	Propane/Natural Gas	2,500.00	2,500.00	1,370.47	5,854.04	-3,354.04 -134.16 %
200-401-65020	On Call Phone	2,060.00	2,060.00	0.00	0.00	2,060.00 100.00 %
200-401-66002	Postage & Shipping	100.00	100.00	0.00	3.10	96.90 96.90 %
200-401-66010	Events, Entertainment & Activities	0.00	0.00	0.00	2,100.00	-2,100.00 0.00 %
200-401-70001	Mileage	500.00	500.00	0.00	0.00	500.00 100.00 %
200-401-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	4,131.27	5,356.27	44,643.73 89.29 %
200-401-70003	Other Expenses	20,000.00	20,000.00	0.00	692.38	19,307.62 96.54 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00 100.00 %
200-401-70007	Sponsored Events	34,800.00	5,050.00	-4,558.91	0.00	5,050.00 100.00 %
200-401-70013	DSRP Sales Tax	0.00	0.00	649.72	1,378.61	-1,378.61 0.00 %
200-401-71008	DSRP Improvements	0.00	364,500.00	0.00	4,115.60	360,384.40 98.87 %
200-401-90013	Transfer to Vehicle Replacement Fu	5,731.00	5,731.00	0.00	0.00	5,731.00 100.00 %
	Department: 401 - DSRP Total:	583,720.49	968,220.49	53,818.02	223,342.28	744,878.21 76.93%
	Expense Total:	585,720.49	970,220.49	53,818.02	226,914.81	743,305.68 76.61%
	Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	415,496.38	112,496.38	-4,280.39	83,220.04	-29,276.34 26.02%
Fund: 400 - Wastewater Utility						
Revenue						
Department: 000 - Undesignated						
400-000-43024	Over Use Fees	134,550.60	0.00	0.00	0.00	0.00 0.00 %
400-000-46001	Other Revenues	0.00	0.00	1,184.00	-68,534.82	-68,534.82 0.00 %
	Department: 000 - Undesignated Total:	134,550.60	0.00	1,184.00	-68,534.82	-68,534.82 0.00%
Department: 300 - Utilities						
400-300-41001	PEC Franchise Fee	130,000.00	130,000.00	0.00	82,170.16	-47,829.84 36.79 %

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
400-300-41002	ROW Fees	6,000.00	6,000.00	35.70	2,909.41	-3,090.59	51.51 %
400-300-41003	Cable Franchise Fees	130,000.00	130,000.00	0.00	77,794.85	-52,205.15	40.16 %
400-300-41004	Texas Gas Franchise Fees	3,000.00	3,000.00	0.00	3,609.11	609.11	120.30 %
400-300-43018	Wastewater Service Fees	0.00	945,095.04	100,672.06	584,519.29	-360,575.75	38.15 %
400-300-43019	Water Service Fees	945,095.04	0.00	0.00	0.00	0.00	0.00 %
400-300-43020	Late Fees	9,480.00	9,480.00	1,715.98	8,386.52	-1,093.48	11.53 %
400-300-43021	Delayed Connection Fees	157,850.00	157,850.00	200.00	2,700.00	-155,150.00	98.29 %
400-300-43023	Transfer Fees	9,600.00	9,600.00	1,470.00	4,590.00	-5,010.00	52.19 %
400-300-43024	Over Use Fees	0.00	134,550.60	7,955.33	54,688.97	-79,861.63	59.35 %
400-300-46001	Other Revenues	95,000.00	95,000.00	0.00	0.00	-95,000.00	100.00 %
400-300-46002	Interest	50,000.00	50,000.00	6,164.12	43,257.27	-6,742.73	13.49 %
400-300-47007	Transfer from General Fund	0.00	155,721.00	0.00	0.00	-155,721.00	100.00 %
400-300-47008	Transfer from TWDB	6,520,000.00	6,520,000.00	0.00	0.00	-6,520,000.00	100.00 %
400-300-47009	Sales Tax	759,225.14	759,225.14	-10,675.22	469,742.61	-289,482.53	38.13 %
	Department: 300 - Utilities Total:	8,815,250.18	9,105,521.78	107,537.97	1,334,368.19	-7,771,153.59	85.35%
	Revenue Total:	8,949,800.78	9,105,521.78	108,721.97	1,265,833.37	-7,839,688.41	86.10%

Expense

Department: 300 - Utilities

400-300-60000	Regular Employees	246,000.00	246,000.00	15,808.96	107,238.24	138,761.76	56.41 %
400-300-60002	Overtime	0.00	0.00	740.25	3,170.85	-3,170.85	0.00 %
400-300-60003	On Call Pay	10,400.00	10,400.00	800.00	5,000.00	5,400.00	51.92 %
400-300-61000	Health Insurance	28,931.49	28,931.49	1,671.62	10,620.37	18,311.12	63.29 %
400-300-61001	Dental Insurance	1,806.72	1,806.72	104.22	660.06	1,146.66	63.47 %
400-300-61002	Medicare	0.00	0.00	251.14	1,670.80	-1,670.80	0.00 %
400-300-61003	Social Security	0.00	0.00	1,073.86	7,144.03	-7,144.03	0.00 %
400-300-61004	Unemployment	0.00	0.00	0.00	789.84	-789.84	0.00 %
400-300-61005	Federal Withholding	20,622.60	20,622.60	0.00	0.00	20,622.60	100.00 %
400-300-61006	TMRS	15,384.00	15,384.00	1,027.08	6,882.22	8,501.78	55.26 %
400-300-62001	Financial	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-300-62002	Engineering and Surveying	217,500.00	222,000.00	0.00	18,168.84	203,831.16	91.82 %
400-300-62003	Special Counsel & Consultants	35,000.00	35,000.00	15,424.55	37,805.72	-2,805.72	-8.02 %
400-300-62019	Planning and Permitting	50,000.00	50,000.00	30,641.80	43,023.74	6,976.26	13.95 %
400-300-62020	Lab Testing	25,000.00	25,000.00	0.00	5,363.20	19,636.80	78.55 %
400-300-63001	Equipment Maintenance	0.00	0.00	0.00	10.99	-10.99	0.00 %
400-300-63002	Fleet Maintenance	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
400-300-63004	Dues, Fees & Subscriptions	0.00	0.00	0.00	199.34	-199.34	0.00 %
400-300-63005	Training/Continuing Education	8,000.00	8,000.00	669.00	1,438.75	6,561.25	82.02 %
400-300-63009	Street/ROW Maintenance	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
400-300-63025	Wastewater Treatment Plant Maint	63,100.00	63,100.00	562.50	21,494.29	41,605.71	65.94 %
400-300-63026	Routine Operations	70,000.00	70,000.00	0.00	16,107.60	53,892.40	76.99 %
400-300-63027	Operations Non Routine	65,000.00	90,000.00	4,066.58	20,706.56	69,293.44	76.99 %
400-300-63028	Lift Station Maintenance	40,600.00	40,600.00	1,520.35	28,527.86	12,072.14	29.73 %
400-300-63029	Sanitary Sewer Line Maintenance	39,000.00	156,500.00	-15,203.52	0.00	156,500.00	100.00 %
400-300-63030	Drip Field Maintenance	25,000.00	25,000.00	1,439.21	8,523.88	16,476.12	65.90 %
400-300-63031	Sludge Hauling	80,000.00	80,000.00	10,099.99	65,999.61	14,000.39	17.50 %
400-300-63033	Wastewater Flow Measurement	9,000.00	9,000.00	590.00	5,522.91	3,477.09	38.63 %
400-300-63034	Utility Operations	53,500.00	53,500.00	45.05	15,783.61	37,716.39	70.50 %
400-300-64001	IT Equipment & Support	0.00	0.00	0.00	44.26	-44.26	0.00 %
400-300-64002	Software	0.00	34,221.00	0.00	0.00	34,221.00	100.00 %
400-300-64003	Uniforms	2,800.00	2,800.00	0.00	1,995.84	804.16	28.72 %
400-300-64006	Fleet Acquisition	46,400.00	46,400.00	0.00	34,843.00	11,557.00	24.91 %
400-300-64008	Fuel	5,000.00	5,000.00	60.34	413.06	4,586.94	91.74 %
400-300-64010	Supplies	10,000.00	45,000.00	461.46	19,726.19	25,273.81	56.16 %
400-300-64022	Chemicals	9,600.00	9,600.00	974.58	5,724.87	3,875.13	40.37 %
400-300-64023	Equipment	123,240.00	123,240.00	381.11	12,126.19	111,113.81	90.16 %
400-300-65000	Network/Phone	8,904.00	8,904.00	596.97	3,715.42	5,188.58	58.27 %
400-300-65017	Electric	73,500.00	73,500.00	6,524.66	45,319.54	28,180.46	38.34 %
400-300-69008	Land Acquisition	0.00	0.00	0.00	51,915.00	-51,915.00	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending Item 11. 2

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-300-70001 Mileage	0.00	0.00	80.73	196.68	-196.68	0.00 %
400-300-70003 Other Expenses	52,000.00	56,000.00	0.00	1,443.75	54,556.25	97.42 %
400-300-71000 Capital Projects	2,225,000.00	2,225,000.00	0.00	0.00	2,225,000.00	100.00 %
400-300-72001 TWDB - Capital Projects	5,050,000.00	5,050,000.00	0.00	0.00	5,050,000.00	100.00 %
400-300-72002 TWDB - Engineering and Design	747,500.00	747,500.00	39,973.34	163,561.27	583,938.73	78.12 %
400-300-72003 TWDB - Special Counsel and Consul	0.00	0.00	62,108.73	102,926.31	-102,926.31	0.00 %
400-300-72004 TWDB - Misc.	760,000.00	760,000.00	2,237.50	17,737.50	742,262.50	97.67 %
400-300-72005 TWDB - Land Acquisition	0.00	0.00	0.00	244,855.92	-244,855.92	0.00 %
400-300-90010 Transfer to Water Fund	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
Department: 300 - Utilities Total:	10,250,988.81	10,471,209.81	184,732.06	1,138,398.11	9,332,811.70	89.13%
Expense Total:	10,250,988.81	10,471,209.81	184,732.06	1,138,398.11	9,332,811.70	89.13%
Fund: 400 - Wastewater Utility Surplus (Deficit):	-1,301,188.03	-1,365,688.03	-76,010.09	127,435.26	1,493,123.29	109.33%
Report Surplus (Deficit):	-319,809.43	-1,080,008.32	-63,596.33	3,292,224.77	4,372,233.09	404.83%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	6,992,588.77	7,016,588.77	353,195.22	4,640,026.96	-2,376,561.81	33.87%
103 - Courts	250.00	250.00	0.00	0.00	-250.00	100.00%
200 - Planning & Development	1,020,114.66	1,020,114.66	167,638.32	1,405,859.69	385,745.03	37.81%
201 - Building	1,510,000.00	1,510,000.00	169,006.22	1,335,661.88	-174,338.12	11.55%
400 - Parks & Recreation	254,971.20	281,467.20	-445.00	33,865.97	-247,601.23	87.97%
402 - Aquatics	110,600.00	110,600.00	203.00	3,277.95	-107,322.05	97.04%
404 - Founders Day	99,550.00	112,550.00	26,024.22	82,024.22	-30,525.78	27.12%
Revenue Total:	9,988,074.63	10,051,570.63	715,621.98	7,500,716.67	-2,550,853.96	25.38%
Expense						
000 - Undesignated	3,785,874.64	3,972,913.43	70,576.63	312,805.44	3,660,107.99	92.13%
100 - City Council/Boards & Commissions	24,500.00	24,500.00	0.00	520.00	23,980.00	97.88%
101 - City Administrators Office	0.00	0.00	40,763.60	307,623.35	-307,623.35	0.00%
102 - City Secretary	20,570.00	20,570.00	9,257.17	67,213.19	-46,643.19	-226.75%
103 - Courts	15,500.00	15,500.00	942.29	3,860.74	11,639.26	75.09%
104 - City Attorney	59,000.00	44,107.60	13,825.46	110,342.76	-66,235.16	-150.17%
105 - Communications	14,113.00	15,613.00	7,068.08	60,166.35	-44,553.35	-285.36%
106 - IT	267,032.00	285,778.00	23,557.98	161,720.58	124,057.42	43.41%
107 - Finance	1,178,377.98	1,334,098.98	103,474.65	881,644.73	452,454.25	33.91%
200 - Planning & Development	303,500.00	327,500.00	47,267.98	226,585.32	100,914.68	30.81%
201 - Building	751,000.00	751,000.00	163,143.08	816,385.69	-65,385.69	-8.71%
300 - Utilities	775,000.00	775,000.00	14,943.14	169,397.17	605,602.83	78.14%
304 - Maintenance	1,225,485.25	1,235,485.25	39,656.89	629,898.77	605,586.48	49.02%
400 - Parks & Recreation	240,963.90	302,045.40	50,854.79	211,865.53	90,179.87	29.86%
401 - DSRP	480,446.40	480,446.40	33,407.04	245,946.94	234,499.46	48.81%
402 - Aquatics	120,331.24	120,331.24	10,592.79	48,635.94	71,695.30	59.58%
404 - Founders Day	99,550.00	112,550.00	63,141.81	74,930.81	37,619.19	33.42%
500 - Emergency Management	60,948.00	60,948.00	6,454.45	89,603.89	-28,655.89	-47.02%
Expense Total:	9,422,192.41	9,878,387.30	698,927.83	4,419,147.20	5,459,240.10	55.26%
Fund: 100 - General Fund Surplus (Deficit):	565,882.22	173,183.33	16,694.15	3,081,569.47	2,908,386.14	-1,679.37%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,001,216.87	1,082,716.87	49,537.63	310,134.85	-772,582.02	71.36%
Revenue Total:	1,001,216.87	1,082,716.87	49,537.63	310,134.85	-772,582.02	71.36%
Expense						
400 - Parks & Recreation	2,000.00	2,000.00	0.00	3,572.53	-1,572.53	-78.63%
401 - DSRP	583,720.49	968,220.49	53,818.02	223,342.28	744,878.21	76.93%
Expense Total:	585,720.49	970,220.49	53,818.02	226,914.81	743,305.68	76.61%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	415,496.38	112,496.38	-4,280.39	83,220.04	-29,276.34	26.02%
Fund: 400 - Wastewater Utility						
Revenue						
000 - Undesignated	134,550.60	0.00	1,184.00	-68,534.82	-68,534.82	0.00%
300 - Utilities	8,815,250.18	9,105,521.78	107,537.97	1,334,368.19	-7,771,153.59	85.35%
Revenue Total:	8,949,800.78	9,105,521.78	108,721.97	1,265,833.37	-7,839,688.41	86.10%
Expense						
300 - Utilities	10,250,988.81	10,471,209.81	184,732.06	1,138,398.11	9,332,811.70	89.13%
Expense Total:	10,250,988.81	10,471,209.81	184,732.06	1,138,398.11	9,332,811.70	89.13%
Fund: 400 - Wastewater Utility Surplus (Deficit):	-1,301,188.03	-1,365,688.03	-76,010.09	127,435.26	1,493,123.29	109.33%
Report Surplus (Deficit):	-319,809.43	-1,080,008.32	-63,596.33	3,292,224.77	4,372,233.09	404.83%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	565,882.22	173,183.33	16,694.15	3,081,569.47	2,908,386.14
200 - Dripping Springs Ranch Park	415,496.38	112,496.38	-4,280.39	83,220.04	-29,276.34
400 - Wastewater Utility	-1,301,188.03	-1,365,688.03	-76,010.09	127,435.26	1,493,123.29
Report Surplus (Deficit):	-319,809.43	-1,080,008.32	-63,596.33	3,292,224.77	4,372,233.09



To: Mayor Bill Foulds, Jr. and City Council
From: Richard Donoghue, Bond Counsel
Date: May 17, 2022
RE: Certificates of Obligation Ordinance - Wastewater
Attorney/Client Privilege

On March 15, 2022, the City Council approved the publication of an official notice of intention to issue combination tax and surplus revenue certificates of obligation (the "Certificates") in an amount not to exceed \$19,895,000 and with a maximum maturity date of June 1, 2042.

Notice of the City's intention to issue the Certificates was published twice in *The Century News* and on the City's website in accordance with State law.

The Ordinance is the official action of the City Council authorizing the issuance of the Certificates.

The Certificates are authorized for the purpose of paying contractual obligations incurred in connection with: (1) financing the planning, acquisition, design and construction of improvements to the City's wastewater system, including constructing a new wastewater treatment plant, installing a City-wide SCADA electronic monitoring and operations system, expanding the existing wastewater collection system and constructing an effluent holding pond and pump station, treated effluent distribution system improvements, and related costs and the acquisition of any necessary easements or land; and (2) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates.

The Certificates mature serially on June 1 in each of the years 2023 through and including 2041. The Certificates are being purchased by the Texas Water Development Board ("TWDB") with an overall net interest cost of 1.8137426%.

The Certificates are the second debt issue from a commitment originally issued by the TWDB in 2019 and subsequently extended. In 2019, the City issued \$23.5 million of certificates of obligation to the TWDB under this commitment. The Ordinance and the accompanying Paying Agent/Registrar and Escrow Agreements are all in substantially the same form used in the 2019 CO issue.

The Certificates are legally secured by and payable from a pledge of ad valorem taxes in the City as provided by law and are additionally secured by the surplus revenues of the City's wastewater system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) that are payable from all or part of such revenues. However, the City may pay for the Certificates from any lawfully available funds other than ad valorem taxes, such as the net revenues of its wastewater system.

ORDINANCE NO. 2022-____

ORDINANCE AUTHORIZING THE ISSUANCE OF \$19,895,000 CITY OF DRIPPING SPRINGS, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; AND OTHER RELATED MATTERS

WHEREAS, on March 15, 2022, the City Council of the City of Dripping Springs (the "City" or the "Issuer") adopted a resolution authorizing and directing notice of its intention to issue the Certificates of Obligation in an amount not to exceed \$19,895,000, to be published in a newspaper as required by Section 271.049 of the Texas Local Government Code; and

WHEREAS, said notice was published in the *The Century News*, as required by Section 271.049 of the Texas Local Government Code, on March 24, 2022 and March 31, 2022; and

WHEREAS, no petition, signed by 5% of the qualified electors of the Issuer as permitted by Section 271.049 of the Texas Local Government Code protesting the issuance of such Certificates of Obligation, has been filed; and

WHEREAS, the Certificates of Obligation hereinafter authorized are to be issued and delivered pursuant to Subchapter C of Chapter 271 of the Texas Local Government Code; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years and failed to be approved; and

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

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Certificates of Obligation be issued.

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

Section 1. **AUTHORIZATION OF CERTIFICATES OF OBLIGATION.** That the Issuer's Certificates of Obligation, to be designated the "City of Dripping Springs, Texas Combination Tax and Surplus Revenues Certificates of Obligation, Series 2022" (the "Certificates"), are hereby authorized to be issued and delivered in the principal amount of \$19,895,000, for the purpose of paying contractual obligations incurred in connection with: (1) financing the planning, acquisition, design and construction of improvements to the City's wastewater system, including constructing a new wastewater treatment plant, installing a City-wide SCADA electronic monitoring and operations system, expanding the existing wastewater collection system and constructing an effluent holding pond and pump station, treated effluent distribution system improvements, and related costs and the acquisition of any necessary easements or land; and (2) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the

Certificates. The term "Certificates" as used in this Ordinance shall mean and include collectively the Certificates of Obligation initially issued and delivered pursuant to this Ordinance and all substitute Certificates of Obligation exchanged therefor, as well as all other substitute Certificates of Obligation and replacement Certificates of Obligation issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 2. **DATE, DENOMINATIONS, NUMBERS AND MATURITIES.** That the Certificates shall initially be issued, sold and delivered hereunder as one fully registered certificate, without interest coupons, dated June 1, 2022, in the principal amount stated above, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective registered owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 18 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable serially on June 1 in each of the years and in the principal amounts as follows:

<u>YEAR</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>
2023	\$875,000	2033	\$990,000
2024	875,000	2034	1,005,000
2025	880,000	2035	1,025,000
2026	890,000	2036	1,045,000
2027	900,000	2037	1,065,000
2028	915,000	2038	1,085,000
2029	925,000	2039	1,105,000
2030	940,000	2040	1,125,000
2031	955,000	2041	1,150,000
2032	975,000	2042	1,170,000

The Certificates shall be issued in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination").

Section 3. **REDEMPTION.** The Certificates are subject to optional redemption as described in the FORM OF CERTIFICATE set forth in Section 6 of this Ordinance.

Section 4. **INTEREST.** That the Certificates scheduled to mature during the years, respectively, set forth below shall bear interest from the date set forth in the FORM OF CERTIFICATE set forth in Section 6 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

<u>YEAR</u>	<u>INTEREST AMOUNT</u>	<u>YEAR</u>	<u>INTEREST AMOUNT</u>
2023	0.610%	2033	1.790%
2024	0.960	2034	1.810
2025	1.150	2035	1.840
2026	1.190	2036	1.860
2027	1.280	2037	1.890
2028	1.440	2038	1.910
2029	1.540	2039	1.930
2030	1.610	2040	1.940
2031	1.670	2041	1.970
2032	1.720	2042	2.010

Interest on the Certificates shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Said interest shall be payable to the registered owner of any such Certificate in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

Section 5. CHARACTERISTICS OF THE CERTIFICATES. *Registration, Transfer, Conversion and Exchange; Authentication.* (a) The City shall keep or cause to be kept at the designated office for payment of UMB Bank, N.A., Austin, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion, and exchange of the Certificates ("Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions, and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions, and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Certificates shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange, and delivery of a substitute Certificate or Certificates shall be paid as provided in the FORM OF CERTIFICATE set forth in this Ordinance. Registration of assignments, transfers, conversions, and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 5(c), an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) *Payment of Certificates and Interest.* The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment ("Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) *In General.* The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Certificates, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) shall be payable as to the principal of and interest on, and (vii) shall be administered, and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) *Substitute Paying Agent/Registrar.* The City covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective (a) when a substitute Paying Agent/Registrar has been appointed by the City and such appointment is accepted and (b) notice has been given to the Registered Owners of the appointment thereof, but such effective date shall not disrupt, delay, or otherwise adversely affect payment of the Certificates. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) *Book-Entry-Only System.* The Certificates issued in exchange for the Certificates initially issued as provided in Section 5(h) shall be issued in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co. as nominee of DTC and except as provided in subsection (f) hereof, all of the Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the

Registration Books as the absolute owner of such Certificate for the purpose of payment of principal, premium, if any, and interest, with respect to such Certificate, for the purposes of registering transfers with respect to such Certificates, and for all other purposes of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in the Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to the Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) *Successor Securities Depository; Transfer Outside Book-Entry-Only System.* In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Certificates, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owner transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

So long as the Texas Water Development Board is an owner of any outstanding Certificate, the City will not discontinue the DTC book-entry system without prior written notice to and consent of the Texas Water Development Board.

(g) *Payments to Cede & Co.* Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC"), all payments with respect to principal of, premium, if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) *Initial Certificate.* The Certificates herein authorized shall be initially issued as a fully registered certificate, being one in the denomination of the applicable principal amount and the initial Certificate shall be registered in the name of the Purchaser or the designees thereof as set forth in Section 18 hereof. The initial Certificate shall be the Certificate submitted to the

Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchaser. Immediately after the delivery of the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate delivered hereunder and exchange therefor Certificates in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC.

(i) *Cancellation of Certificates.* All Certificates paid in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated, registered, and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment, redemption, exchange, or replacement. The Registrar shall furnish the City with appropriate certificates of destruction of such Certificates.

(j) *DTC Blanket Letter of Representations.* The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Certificates, and the Mayor or City Administrator is hereby authorized to execute such Blanket Issuer Letter of Representations with DTC.

Section 6. **FORM OF CERTIFICATES.** That the form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Initial Certificate initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance:

(a) FORM OF CERTIFICATE

NO. _____ \$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF HAYS
CITY OF DRIPPING SPRINGS, TEXAS COMBINATION TAX
AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2022

MATURITY
DATE

INTEREST
RATE

DATE OF
ORIGINAL ISSUE

CUSIP
NO.

June __, 2022

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, the City of Dripping Springs, in Hays County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Original Issue at the Interest Rate per annum specified above. Interest is payable on December 1, 2022 and semiannually on each June 1 and December 1 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. At maturity or redemption prior to maturity, the principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at the designated corporate trust office in Austin, Texas (the "Designated Trust Office") of UMB Bank, N.A., which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class, postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the fifteenth day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due at maturity or upon redemption of this Certificate as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for payment at the Designated Trust Office of the Paying Agent/Registrar. The foregoing notwithstanding, so long as the Texas Water Development Board is the registered owner of 100% in aggregate principal amount of the Certificates then outstanding, payment of principal and interest on the Certificates shall be made thereto by wire transfer, at no expense to the Texas Water Development Board. The Issuer covenants with the registered owner of this Certificate that on or before each principal and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due. All Certificates of this Series are issuable solely as fully registered certificates, without interest coupons, in any integral multiple of \$5,000 (an "Authorized Denomination").

IN THE EVENT OF NON-PAYMENT of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("Special Payment Date", which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner of a Certificate appearing on the Registration Books kept by the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing of such notice.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a Series of Certificates dated June 1, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$19,895,000, for the purpose of paying contractual obligations incurred in connection with: (1) financing the planning, acquisition, design and construction of improvements to the City's wastewater system, including constructing a new wastewater treatment plant, installing a City-wide SCADA electronic monitoring and operations system, expanding the existing wastewater collection system and constructing an effluent holding pond and pump station, treated effluent distribution system improvements, and related costs and the acquisition of any necessary easements or land; and (2) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates.

ON JUNE 1, 2032, or on any date thereafter, the Certificates of this Series maturing on and after June 1, 2033 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000).

AS PROVIDED IN THE ORDINANCE, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any Authorized Denomination as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar at its Designated Trust Office for

cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar at its Designated Trust Office, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any Authorized Denomination to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The foregoing notwithstanding, in the case of the exchange of an assigned and transferred Certificate or Certificates or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the Issuer. The one requesting such exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for exchanging any Certificate or portion thereof. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, or exchange as a condition precedent to the exercise of such privilege. In any circumstance, neither the Issuer nor the Paying Agent/Registrar shall be required (1) to make any transfer or exchange during a period beginning at the opening of business 30 days before the day of the first mailing of a notice of redemption of the Certificates and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Certificates so selected for redemption when such redemption is scheduled to occur within 30 calendar days.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate have been performed, existed, and been done in accordance with law; that this Certificate is a direct obligation of said Issuer, issued on the full faith and credit thereof, and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law; and that surplus revenues from the operation of the System, as defined in the Ordinance, remaining after payment of all operation and maintenance expenses thereof and any other obligations heretofore or hereafter incurred to which such revenues

have been encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates, have been pledged as additional security for the Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the Issuer, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor of the Issuer and attested by the manual or facsimile signature of the City Secretary, and the official seal of the Issuer has been duly affixed to, or impressed, or placed in facsimile, on this Certificate.

City Secretary, City of Dripping Springs

Mayor, City of Dripping Springs

(CITY SEAL)

(b) FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the proceedings adopted by the Issuer as described in the text of this Certificate of Obligation; and that this Certificate of Obligation has been issued in exchange for or replacement of a certificate of obligation, certificates of obligation, or a portion of a certificate of obligation or certificates of obligation of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____

UMB Bank, N.A., Austin, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner of this Certificate of Obligation, or duly authorized representative or attorney thereof, hereby assigns this Certificate of Obligation to

(Assignee's Social Security or Tax
Payer Identification Number)

(Print or type Assignee's Name and Address
Including Zip Code)

and hereby irrevocably constitutes and appoints

attorney, to transfer the registration of this Certificate of Obligation on the Paying Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated _____

NOTICE: This signature must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: This signature must correspond with the name of the Registered Owner appearing on the face of this Certificate of Obligation in every particular without alteration or enlargement or any change whatsoever.

(d) Initial Certificate Insertions.

(i) The Initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO. _____" deleted;

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF DRIPPING SPRINGS, TEXAS (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner

specified above, or registered assigns (hereinafter called the "Registered Owner"), on June 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-----------------------------	--------------------------

(Information to be inserted from Sections 3 and 4 hereof.)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Original Issue Date specified above at the respective Interest Rate per annum specified above. Interest is payable on December 1, 2022, and semiannually on each June 1 and December 1 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. the Initial Certificate shall be numbered T-1.

(ii) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Certificate in lieu of the Authentication Certificate of the Paying Agent/Registrar:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	
	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Certificate, and that this Certificate has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this

(SEAL)

Comptroller of Public Accounts of the State of Texas

Section 7. **DEFINITIONS.** That the terms "Certificates" and "Certificates of Obligation" shall mean the City of Dripping Springs, Texas Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022, authorized to be issued and delivered by this Ordinance; the term "Surplus Revenues" shall mean those revenues from the operation of the System remaining after payment of all operation and maintenance expenses thereof and other obligations heretofore or hereafter incurred to which such revenues have been encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates; the term "System" shall mean the City's wastewater system; the term "TWDB" shall mean the Texas Water Development Board, or any successor agency thereto; the term "Initial Certificate" means the Certificate described in Sections 5(h), 6(d) and 15 of this Ordinance.

Section 8. **INTEREST AND SINKING FUND; TAX LEVY.** (a) That a special fund or account, to be designated the "City of Dripping Springs, Texas Series 2022 Certificates of Obligation Interest and Sinking Fund" (the "Interest and Sinking Fund") is hereby created and shall be established and maintained by the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and the cost of tax collections, which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide a sinking fund to pay the principal of the Certificates as such principal matures, but never less than 2% of the original amount of the Certificates as a sinking fund each year. Said rate and amount of ad valorem tax is hereby ordered to be levied against all taxable property in the Issuer for each year while any of the Certificates are outstanding and unpaid, and said ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. Said ad valorem taxes necessary to pay the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) To the extent necessary, the payments into the Interest and Sinking Fund as hereinabove required shall be made from funds derived from taxation. For each year that the Certificates are outstanding, prior to the time taxes are to be levied for such year, the City shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Surplus Revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Interest and Sinking Fund for the repayment of the Certificates. The amount of taxes to be provided

annually for the payment of principal of and interest on the Certificates shall be determined and accomplished as follows: the Issuer's annual budget shall reflect (i) the amount of the debt service requirements to become due on the Certificates in the next succeeding fiscal year of the Issuer, (ii) the amount on deposit in the Interest and Sinking Fund, as of the date such budget is approved (after giving effect to any payments required to be made during the remainder of the then current fiscal year of the Issuer), and (iii) the amount of Surplus Revenues estimated and budgeted to be available for the payment of such debt service requirements on the Certificates during the next succeeding fiscal year of the Issuer. The amount required to be provided in the succeeding fiscal year of the Issuer from ad valorem taxes shall be the amount, if any, the debt service requirements on the Certificates in such fiscal year exceed the sum of (i) the amount shown to be on deposit in the Interest and Sinking Fund at the time the annual budget is approved, and (ii) the Surplus Revenues shown to be budgeted and available for payment of such debt service requirements. Following final approval of the Issuer's annual budget, the City Council of the Issuer shall levy an ad valorem tax at a rate sufficient to produce taxes in the amount so determined, to be used for the purpose of paying the principal of and interest on the Certificates in the next succeeding fiscal year of the Issuer. However, if Surplus Revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied and collected may be reduced to the extent and by the amount of revenues then on deposit in the Interest and Sinking Fund

(c) In accordance with the foregoing, the Issuer hereby covenants and agrees to transfer and deposit to the Interest and Sinking Fund each month an amount not less than 1/12th of the annual debt service on the Certificates until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Certificates; further, the Issuer shall not transfer any funds, including Surplus Revenues, from the utility fund to any fund other than the Interest and Sinking Fund until such time as an amount equal to the annual debt service on the Certificates for the then-current fiscal year, less any of such amount for which ad valorem taxes have been levied for such fiscal year, has been deposited in the Interest and Sinking Fund.

(d) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under Sections 8 and 9 of this Ordinance, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid, such that the pledge of the taxes and Surplus Revenues granted by the Issuer under Sections 8 and 9 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then, in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 9. **REVENUES; RATES AND CHARGES.** (a) That the Certificates of Obligation are additionally secured by and shall be payable from the Surplus Revenues. The Surplus Revenues are pledged by the Issuer pursuant to authority of Chapter 1502, Texas Government Code.

(b) The City covenants and agrees with the holders of the Certificates that it will at all times charge and collect rates and charges in connection with its ownership and operation of the System as will be at least sufficient to produce revenues, after payment of the costs of operating and maintaining the System, in an amount not less than 1.10 times debt service requirements of all outstanding debt of the Issuer which is secured in whole or in part by a pledge of revenues of the System, for which the City is budgeting the repayment of such obligations from the revenues of the System, or the City shall prepare and provide documentation to any holder of a Certificate who requests same, which evidences the levy and collection of an ad valorem tax rate dedicated to the Interest and Sinking Fund, in conjunction with any other legally available funds except System rates and charges, sufficient for the repayment of System debt service requirements.

Section 10. SECURITY FOR FUNDS. That the Interest and Sinking Fund created by this Ordinance shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, including the Public Funds Collateral Act, Chapter 2257, Government Code, as amended, as applicable, and the Interest and Sinking Fund shall be used only for the purposes and in the manner permitted or required by this Ordinance.

Section 11. CONSTRUCTION FUND. (a) That there is hereby created, established and maintained on the books of the City, a separate fund to be entitled the "City of Dripping Springs, Texas Series 2022 Certificates of Obligation Construction Fund" (hereinafter called the "Construction Fund").

(b) Proceeds of the Certificates deposited for credit to the Construction Fund shall be used by the City for payment of the costs of paying contractual obligations incurred in connection with the purposes described in Section 1.

(c) Any surplus proceeds, including the investment earnings derived from the investment of monies on deposit in the Construction Fund, from the Certificates remaining on deposit in the Construction Fund after completing the improvements described herein and upon the completion of the final accounting as described in Section 16(c) hereof, shall be used in a manner as approved by the Executive Administrator of the TWDB (the "Executive Administrator"). The foregoing notwithstanding, it is further provided, however, that any interest earnings on monies on deposit in the Construction Fund which are required to be rebated to the United States of America pursuant to Section 14 hereof in order to prevent the Certificates from being arbitrage Certificates shall be transferred to the "Rebate Fund" hereinafter established and shall not be considered as interest earnings for purposes of this subsection.

(d) Upon the delivery of the purchase price for the Certificates of Obligation, the proceeds shall be deposited into the Escrow Account and disbursed in accordance with the terms of the "Escrow Agreement" as further described in Section 19 hereof.

(e) The Construction Fund created by this Ordinance shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, including the Public Funds Collateral Act, Chapter 2257, Government Code, as amended, as applicable, and the Construction Fund shall be used only for the purposes and in the manner permitted or required by

this Ordinance

Section 12. **INVESTMENTS.** Money in every Fund created by this Ordinance may be invested at the option of the Issuer, and if the Issuer exercises such option, investments must be made as provided in the Public Funds Investment Act, Chapter 2256, Texas Government Code, for the investment of funds of the entities described therein; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times when expected to be needed. Interest and income derived from such deposits and investments shall be credited to the Fund from which the deposit or investment was made and shall be used only for the purpose or purposes for which such Fund is required or permitted to be used, except for interest and income derived from deposits or investments in the Interest and Sinking Fund. Such investments shall be sold promptly when necessary to prevent any default in connection with any Certificates.

Section 13. **DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.** (a) *Replacement Certificates.* That in the event any outstanding Certificate is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new certificate of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) *Application for Replacement Certificates.* That application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) *No Default Occurred.* That notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement certificate, provided security or indemnity is furnished as above provided in this Section.

(d) *Charge for Issuing Replacement Certificates.* That prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer

whether or not the lost, stolen, or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) *Authority for Issuing Replacement Certificates.* That in accordance with Chapter 1206, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 5(a) of this Ordinance for Certificates issued in conversion and exchange of other Certificates.

Section 14. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. (a) *Covenants.* The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Certificates or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with --

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(b) *Rebate Fund*. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the holders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) *Proceeds*. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding obligations, transferred proceeds (if any) and proceeds of the refunded obligations expended prior to the date

of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) *Allocation Of, and Limitation On, Expenditures for the Project.* The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) *Disposition of Project.* The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely

affect the excludability for federal income tax purposes from gross income of the interest.

(f) *Written Procedures.* Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City hereby adopts and establishes the instructions attached hereto as Exhibit "A" as their written procedures for the Certificates and any other tax-exempt debt or obligation outstanding or hereafter issued.

Section 15. EXECUTION AND INITIAL REGISTRATION. (a) The Certificates shall be executed on behalf of the City by the Mayor and City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the date of delivery, one Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General of Texas and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall insert the "Date of Original Issue" thereon, cancel the Initial Certificate and shall complete the "Date of Original Issue" on each of the definitive Certificates, and shall deliver to DTC on behalf of the Purchaser one definitive Certificate for each year of maturity of the Certificates in the aggregate principal amount of all Certificates for such maturity, registered in the name of Cede & Co. as nominee for DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement

between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 16. COMPLIANCE WITH THE TEXAS WATER DEVELOPMENT BOARD'S RULES AND REGULATIONS. The provisions of this Section shall apply so long as the Certificates are owned by the TWDB.

(a) *Annual Audit Reporting.* The City shall provide to the Executive Administrator, without the necessity of a written request therefor, a copy of the City's annual audit report, to be submitted without charge, within six months days of the close of each City fiscal year.

(b) *As-Built Plans.* The City shall provide to the TWDB a full and complete set of "as-built" plans relating to the Project to be financed with the proceeds of the Certificates, promptly upon completion of such Project.

(c) *Final Accounting.* Any surplus proceeds of the Certificates remaining after the original project is completed may be expended for enhancements to the original project that are explicitly approved by the Executive Administrator. If no such enhancements are authorized by the Executive Administrator, within 60 days of completion of the project, the City will provide a final accounting to the TWDB of the total costs of the project, and any remaining surplus proceeds shall be used in a manner as approved by the Executive Administrator.

(d) *Covenant to Abide with Rules.* The City will abide with all applicable laws of the State of Texas and Rules of the TWDB relating to the loan of funds evidenced by the Certificates and the Project for which the Certificates are issued, sold and delivered, and will comply with all of the conditions set forth in Resolution No. 19-039 of the TWDB adopted on April 10, 2019 (the "TWDB Resolution").

(e) *Insurance.* The City agrees to maintain casualty and other insurance on the System of a kind and in an amount customarily carried by municipal corporations owning and operating similar properties and in an amount sufficient to protect the interests of the TWDB in the Project.

(f) *Records and Accounts.* The City agrees and covenants that it will maintain current, accurate and complete records and accounts regarding the System improvements in accordance with 31 TAC 375.71(a)(2)(G).

(g) *Environmental Determinations.* The City agrees and covenants that it will comply with any special conditions of the Executive Administrator's environmental determination in accordance with 31 TAC 375.71(a)(8).

(h) *Environmental Expenditures.* The City covenants and agrees that none of the proceeds of the Certificates will be expended on costs incurred or to be incurred relating to the sampling, testing, removing or disposing of potentially contaminated soils and/or media at the project site.

(i) *Indemnification.* The City further agrees, to the extent permitted by law and solely from water and wastewater funds provided by the City to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.

(j) *TWDB Environmental Requirements.* The City agrees to comply with special environmental conditions specified in the TWDB's environmental finding as well as with any applicable TWDB laws or rules relating to use of the financial assistance.

(k) *Davis-Bacon Act.* The City agrees and covenants that it will comply, and require all contracts and subcontracts for the Project to comply, with the prevailing wage rates in accordance with the Davis-Bacon Act, 40 U.S.C. §§ 276a–276a-7. All laborers and mechanics employed by contractors and subcontractors for the Project shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The City, all contractors, and all subcontractors shall ensure that all project contracts mandate compliance with Davis-Bacon. All contracts and subcontracts for the construction of the Project carried out in whole or in part with financial assistance shall insert in full in any contract in excess of \$2,000 the contracts clauses as provided by the TWDB.

(l) *Remedies.* The TWDB may exercise all remedies available to it in law or equity, and any provision of the Certificates that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

(m) *Source Series Bonds.* Neither the City nor any related party thereto will acquire any of the TWDB's source series bonds that funded the TWDB's loan to the City in an amount related to the amount of the Certificates.

(n) *Contract Requirement.* The City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 375.3, 33 U.S.C. § 1388 and related State Revolving Fund Policy Guidelines.

(o) The City will maintain project accounts containing financial assistance in accordance with generally accepted government accounting standards, including the standards relating to the reporting of infrastructure assets as required by 33 U.S.C. § 1382.

Section 17. **CONTINUING DISCLOSURE OBLIGATION.** (a) *Definitions.* As used in this Ordinance, the following terms have the meanings ascribed to such terms below:

“*Financial Obligation*” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument;

provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) *Annual Reports.* The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2022, financial statements of the City if audited financial statements are then available, and (2) if not available by such time, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with generally accepted auditing standards by a certified public account or licensed public accountant or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) *Event Notices.* The City shall file notice of any of the following events with respect to the Certificates with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(d) *Limitations, Disclaimers, and Amendments* . The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Certificates to be no longer outstanding in accordance with Section 22 of this Ordinance.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the

City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) *Format, Identifying Information, and Incorporation by Reference.* All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 18. SALE OF THE CERTIFICATES OF OBLIGATION. (a) The Certificates of Obligation are hereby sold and shall be delivered to the Texas Water Development Board (the "Purchaser") at a price equal to the par amount thereof. The Certificates have been purchased by the Purchaser pursuant to the TWDB Resolution; and in accordance with the TWDB Resolution the Issuer shall pay an origination charge of 1.75% to the Purchaser with such origination charge to be paid by the Issuer by wire transfer with no fee to the Purchaser. It is officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtained. The Issuer hereby approves the Private Placement Memorandum prepared in connection with the issuance of the Certificates. The Certificates shall initially be registered in the name of the Texas Water Development Board or its designee.

(b) The printing of a statement of insurance on the Certificates is hereby authorized, if and to the extent a municipal bond insurance policy is obtained in connection with the sale of the Certificates. The City Manager is hereby authorized to executed any documents necessary in connection with the issuance of such an insurance policy by the issuer thereof.

Section 19. APPROVAL OF ESCROW AGREEMENT AND PAYING AGENT/REGISTRAR AGREEMENT. The Paying Agent/Registrar Agreement by and between the City and UMB Bank, N.A., Austin, Texas ("Paying Agent Agreement"), in substantially the form and substance attached hereto as Exhibit "B" is hereby approved and the Mayor is hereby authorized and directed to complete, amend, modify, and execute the Paying

Agent Agreement, as necessary.

The Escrow Agreement by and between the City and UMB Bank, N.A., Austin, Texas, as Escrow Agent ("Escrow Agreement") in substantially the form and substance attached hereto as Exhibit "C" is hereby approved, and the Mayor is hereby authorized to complete, amend, modify, and execute the Escrow Agreement, as necessary.

Section 20. **AMENDMENTS TO ORDINANCE.** The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of but with notice to the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owner, (ii) grant additional rights or security for the benefit of the Registered Owner, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owner, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the Registered Owner.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in the Certificate so as to:

- (1) Make any change in the maturity of any of the outstanding Certificate;
- (2) Reduce the rate of interest borne by any of the outstanding Certificate;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificate;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificate or any of them or impose any condition with respect to such payment; or
- (5) Change the requirement with respect to obtaining the Registered Owner's consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to the Registered Owner a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such amendment

the City shall receive an instrument or instruments executed by the Registered Owner, which instrument or instruments shall refer to the proposed amendment and shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Certificate shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owner of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the City.

(g) For the purposes of establishing ownership of the Certificate, the City shall rely solely upon the registration of the ownership of such Certificate on the Registration Books kept by the Paying Agent/Registrar.

Section 21. **INTEREST EARNINGS.** That the interest earnings derived from the investment of proceeds from the sale of the Certificates may be used along with other proceeds for the construction of the permanent improvements set forth in Section 1 hereof for which the Certificates are issued; provided that after completion of such permanent improvements, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on proceeds which are required to be rebated to the United States of America pursuant to this Ordinance hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 22. **DEFEASANCE.** (a) *Defeased Certificates.* That any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a) "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be

secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in clauses (i) or (ii) above shall not be irrevocable, provided that, in the proceedings providing for such payment arrangements, the Issuer (1) expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) *Investment in Defeasance Securities.* Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 22(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) *Defeasance Securities Defined.* The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) *Paying Agent/Registrar Services.* Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) *Selection of Certificates for Defeasance.* In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

(f) *Notice.* Upon entering into a Future Escrow Agreement under subsection 22(a)(ii) above defeasing any Certificates for which the TWDB is the holder, the City shall provide the TWDB written notice of such defeasance.

Section 23. **PREAMBLE.** That the findings set forth in the preamble to this Ordinance are hereby incorporated into the body of this Ordinance and made a part hereof for all purposes.

Section 24. **OPEN MEETING.** That it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 25. **FURTHER PROCEDURES.** That the Mayor, the City Manager, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement and the Escrow Agreement. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Manager and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the bond insurer, if any, or (iii) obtain the approval of the Ordinance by the Texas Attorney General's office.

Section 26. **CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; AND CUSIP NUMBERS.** The Mayor of the City is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificates. In addition, if bond insurance or other credit enhancement is obtained, the Certificates may bear an appropriate legend.

The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter, to the extent desired by the City, between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed by the City's Finance Director shall further provide for the fees and expenses to be paid for such bond counsel services.

Section 27. RULES OF CONSTRUCTION. That for all purposes of this Ordinance, unless the context requires otherwise, all references to designated Sections and other subdivisions are to the Sections and other subdivisions of this Ordinance. The titles and headings of the Sections and subsections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the Issuer and any future amendments thereto or successor provisions thereof.

Section 28. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT. To the extent required by Federal law, the City will provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282. The City will obtain a Data Universal Numbering System (DUNS) Number and will register with Central Contractor Registration (CCR), and maintain current registration at all times during which the Certificates are outstanding.

Section 29. STATE AND FEDERAL PROCUREMENT REQUIREMENTS. Prior to the release of funds for professional consultants including, but not limited to, the engineer, financial advisor, and bond counsel, as appropriate, the City will provide documentation to TWDB that it has met all applicable state procurement requirements as well as all federal procurement requirements under the Disadvantaged Business Enterprises program.

Section 30. TIMELY USE OF LOAN PROCEEDS. All proceeds from the sale of the Certificates will be timely and expeditiously used, as required by 40 CFR § 35.3135(d), and the City will adhere to a project schedule, acceptable to the Executive Administrator, that facilitates the timely use of funds and project completion.

PASSED AND APPROVED on the 17th day of May, 2022.

THE CITY OF DRIPPING SPRINGS

Mayor,
City of Dripping Springs, Texas

ATTEST:

City Secretary,
City of Dripping Springs, Texas

[Signature Page]

EXHIBIT "A"

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, Notes, Certificates, Leases or other Obligations now or hereafter outstanding as having the interest on such debt exempt from Federal income taxes of the debt holder (the "Obligations") the Issuer's City Manager or Director of Finance (the "Responsible Person") will, as applicable to each issuance of Obligations:

- instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Obligations will be entered into within 6 months of the Issue Date;
- monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of any facilities are expended within 3 years of the date of delivery of the Obligations ("Issue Date");
- restrict the yield of the investments to the yield on the Obligations after 3 years of the Issue Date;
- monitor all amounts deposited into a sinking fund or funds, e.g., the Debt Service Fund/Bond Fund/Interest and Sinking Fund, to assure that the maximum amount invested at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12-month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period;
- ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more;
- assure that the maximum amount of any reserve fund for any Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date;
- monitor the actions of the escrow agent (to the extent an escrow is funded with proceeds) to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
- maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
- assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are

retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- determine whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- determine whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
- take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Persons will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of the Obligations. The foregoing notwithstanding, the Responsible Persons are authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT "B"
PAYING AGENT/REGISTRAR AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of June 8, 2022 (this “Agreement”), by and between the City of Dripping Springs, Texas (the “Issuer”), municipal corporation and political subdivision of the State of Texas, and UMB Bank, N.A., a banking corporation duly organized and existing under the laws of the United States of America (the “Bank”).

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its \$19,895,000 City of Dripping Springs, Texas Combination Tax and Surplus Revenues Certificates of Obligation, Series 2022 (the “Securities”), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof on or about June 8, 2022; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the “Ordinance” (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of the Securities and with respect to the transfer and exchange thereof as provided herein and in the “Ordinance.”

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for political subdivisions, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

**ARTICLE TWO
DEFINITIONS**

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank Office" means the designated office for payment of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Financial Advisor" is SAMCO Capital Markets, Inc.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Issuer Request" and "Issuer Order" means a written request or order signed in the name of the Issuer by an authorized representative, delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Ordinance" means the Ordinance of the governing body of the Issuer pursuant to which the Securities are issued, certified by the Secretary of the Board or any other officer of the Issuer and delivered to the Bank.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Ordinance).

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of the Ordinance.

“Responsible Officer” when used with respect to the Bank means any managing director, vice president, senior associate, associate, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

“Stated Maturity” means the date specified in the Ordinance on which the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions.

The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer no later than 10:00 a.m. Central Time on the applicable payment date, pay on behalf of the Issuer the principal of each Security at its Stated Maturity or Redemption Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer no later than 10:00 a.m. Central Time on the applicable payment date, the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first-class postage prepaid, on each payment date, to the Holders of the

Securities (or their Predecessor Securities) on the respective "Record Date (as defined in the Ordinance)", to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Ordinance.

Section 3.03. Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986, as amended, or the Treasury Regulations, the Bank shall report to or cause to be reported to the Holders and the Internal Revenue Service the amount of interest paid or the amount treated as interest accrued on the Securities which is required to be reported by the Holders on their returns of federal income tax.

**ARTICLE FOUR
REGISTRAR**

Section 4.01. Security Register - Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register"), and, if the Bank Office is located outside the State of Texas, a copy of such books and records shall be kept in the State of Texas, for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank also agrees to keep a copy of the Security Register within the State of Texas. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates.

The Issuer shall provide an adequate inventory of printed Securities certificates to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities certificates will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities certificates in safekeeping, which shall be not less than the level of care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that it maintains for its own securities.

Section 4.03. Form of Security Register.

The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Holders.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order or other notice of a legal proceeding and prior to the release or disclosure of any of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the same or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Cancelled Certificates.

The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Securities.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Ordinance, to deliver and issue Securities certificates in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities certificates as long as the same does not result in an overissuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities certificates it has paid pursuant to Section 3.01, Securities certificates it has delivered upon the transfer or exchange of any Securities certificates pursuant to Section 4.01, and Securities certificates it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities certificates pursuant to Section 4.06.

**ARTICLE FIVE
THE BANK**

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Issuer, the Issuer's Financial Advisor or other agent as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proven that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities certificates containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with legal counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon, provided that any such written advice or opinion is supplied to the Issuer by the Bank.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer.

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank.

The Bank shall deposit any moneys received from the Issuer into a segregated account to be held by the Bank solely for the benefit of the owners of the Securities to be used solely for the payment of the Securities, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for such accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Law of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after the final maturity of the Security has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Holder of such Security shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on the Bank's part, arising out of or in connection with the Bank's acceptance or administration of its duties hereunder, including the cost and expense incurred by the Bank in defending against any claim or from liability imposed on the Bank in connection with the Bank's exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the Hays County, Texas, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in Hays County, Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services.

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," effective August 1, 1987, which establishes requirements for securities to be eligible for such type depository trust services, including, but not

limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

ARTICLE SIX MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their respective successors and assigns, whether so expressed or not. The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of the Agreement.

Section 6.06. Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination.

This Agreement will terminate on the date of final payment by the Bank of the principal of and interest on the Securities to the Holders thereof.

This Agreement may be earlier terminated upon 30 days written notice by either party; provided, however, that this Agreement may not be terminated (i) by the Bank until a successor Paying Agent/Registrar that is a national or state banking institution and a corporation or association organized and existing under the laws of the United States of America or of any state which possesses trust powers and is subject to supervision or examination by a federal or state regulatory agency has been appointed by the Issuer and has accepted such appointment, or (ii) at any time during which such termination might, in the judgment of the Issuer, disrupt, delay, or otherwise adversely affect the payment of the principal, premium, if any, or interest on the Securities. Prior to terminating this Agreement, the Issuer may reasonably require the Bank to show that such termination will not occur during a period described in (ii) above.

The resigning Paying Agent/Registrar may petition any court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar if an instrument of acceptance by a successor Paying Agent/Registrar has not been delivered to the resigning Paying Agent/Registrar within 30 days after the giving of such notice of resignation.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer. The Bank agrees that no termination fee or other charge not specifically provided for in this Agreement will be due or payable by the Issuer in connection with any early termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Section 6.12. Certifications Regarding Texas Government Code.

(a) This Agreement has a value of less than \$100,000 for purposes of Sections 2271.002 and 2274.002, Texas Government Code.

(b) The Bank represents that, neither the Bank, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

Section 6.13. Interested Parties Form Exemption.

The Bank represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Bank is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UMB BANK, N.A.

By: _____
Title: _____

Mailing Address:

UMB Bank, N.A.
Corporate Trust and Escrow Group
6034 West Courtyard Drive, Suite 370
Austin, Texas 78730

CITY OF DRIPPING SPRINGS, TEXAS

By: _____

Title: _____

Address:
511 Mercer Street
Dripping Springs, Texas 78620

SCHEDULE A

Paying Agent/Registrar Fee Schedule

EXHIBIT "C"
ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (Agreement), made by and between the City of Dripping Springs, a political subdivision of the State of Texas in Hays County, Texas, (City), acting by and through its City Council and UMB Bank, N.A., as Escrow Agent together with any successor in such capacity;

W I T N E S S E T H:

WHEREAS, pursuant to an Ordinance finally adopted on May 17, 2022 (Ordinance), the City of Dripping Springs authorized the issuance of \$19,895,000 City of Dripping Springs, Texas Combination Tax and Surplus Revenues Certificates of Obligation, Series 2022, dated June 1, 2022 (Obligations) to obtain financial assistance from the Texas Water Development Board (TWDB) for the purpose of funding water or wastewater system improvements (Project); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (Proceeds) in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is (to the extent of payment of an initial or upfront fee) hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

SECTION 1: ESCROW ACCOUNT(S). Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Number(s) GC055 shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (Escrow Account(s)) maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled “City of Dripping Springs, Texas Combination Tax and Surplus Revenues Certificates of Obligation, Series 2022, Texas Water Development Board GC055 Escrow Account” and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

SECTION 2: COLLATERAL. All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

SECTION 3: INVESTMENTS. While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City’s responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy. In the absence of such written investment direction, the Escrow Agent shall hold Proceeds uninvested.

SECTION 4: DISBURSEMENTS. The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

SECTION 5: UNEXPENDED FUNDS. Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

SECTION 6: CERTIFICATIONS. The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

SECTION 7: LIABILITY OF ESCROW AGENT. To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or willful misconduct. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations. No provisions of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it. The Escrow Agent may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon. The Escrow Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Escrow Agent.

SECTION 8: RECORDS. The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

SECTION 9: MERGER/CONSOLIDATION. In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

SECTION 10: AMENDMENTS. This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent. In the event of a question regarding any disbursement or a disagreement between the undersigned or TWDB or any other person resulting in adverse claims being made upon the amounts in the Escrow Account, the Escrow Agent shall be protected and shall not be liable to the City or any other person if it follows the written direction of the Executive Administrator or of a final order or judgment of a court of competent jurisdiction.

SECTION 11: TERMINATION. The Escrow Agent may resign and be replaced following the giving of thirty-one days prior written notice to the City and to the TWDB. In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

SECTION 12: EXPIRATION. This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the City.

SECTION 13: POINT OF CONTACT. The points of contact for the Escrow Agent and the TWDB are as follows:

UMB Bank, N.A.
 Corporate Trust and Escrow Group
 6034 West Courtyard Drive, Suite 370
 Austin, Texas 78730
 (512) 582-5851 (Phone)
 (512) 582-5855 (Fax)
Jose.gaytan@umb.com

Executive Administrator
 Texas Water Development Board
 1700 North Congress Avenue
 Austin, Texas 78701

SECTION 14: CHOICE OF LAW. This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

SECTION 15: ASSIGNABILITY. This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

SECTION 16: ENTIRE AGREEMENT. This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received, and stored by electronic means.

SECTION 17: VALIDITY OF PROVISIONS. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

SECTION 18: COMPENSATION FOR ESCROW SERVICES. The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account(s). Additionally, the Escrow Agent shall be entitled to reimbursement of its out-of-pocket and extraordinary expenses incurred in connection with the administration of its duties hereunder (including costs and fees of its counsel).

To the extent permitted by law, the City agrees to indemnify the Escrow Agent, its directors, officers and employees, and hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

SECTION 19: CERTIFICATIONS REGARDING TEXAS GOVERNMENT CODE.

(a) This Agreement has a value of less than \$100,000 for purposes of Sections 2271.002 and 2274.002, Texas Government Code.

(b) The Escrow Agent represents that, neither the Escrow Agent, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,
 or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law

and excludes the Escrow Agent and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

SECTION 20: EXEMPTION FROM DISCLOSURE FORM. The Escrow Agent represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Escrow Agent is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

SECTION 21: TAX MATTERS/PATRIOT ACT. The City agrees that, for tax reporting purposes, all interest or other income, if any, attributable to the amounts held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the City. Tax reporting will be completed by the City. The City agrees to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. Persons) and other forms and documents that the Escrow Agent may reasonably request at the time of execution of this Agreement, and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time. The City understands that if such documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

City of Dripping Springs

By: _____
Authorized Representative

Date: _____

Address:
511 Mercer Street
Dripping Springs, Texas 78620

(Seal)

UMB Bank, N.A.,
as Escrow Agent

By: _____

Title: _____

Date: _____

Address:
6034 West Courtyard Drive, Suite 370
Austin, Texas 78730

(Bank Seal)

EXHIBIT A
Fee Schedule

EXHIBIT A

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2022-R14

RESOLUTION AUTHORIZING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF DRIPPING SPRINGS, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022 AND OTHER MATTERS RELATED THERETO

- WHEREAS,** the City of Dripping Springs, Texas (the "City") is a duly incorporated Type A general law municipality authorized to issue certificates of obligation pursuant to the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code (the "Act"); and
- WHEREAS,** the City Council (the "Council") of the City has determined that it is in the best interest of the City to proceed with the issuance of certificates of obligation ("Certificates") to implement certain projects; and
- WHEREAS,** the City Council of the City finds that the payment in whole or in part of contractual obligations incurred or to be incurred for the purposes set forth in Exhibit "A" attached hereto (the "Contractual Obligations") would be beneficial to the inhabitants of the City and are needed to perform essential City functions; and
- WHEREAS,** the Council has deemed it advisable to give notice of intention to issue the Certificates in a maximum principal amount not to exceed \$19,895,000 pursuant to the provisions of the Act for the purpose of financing the Contractual Obligations; and
- WHEREAS,** prior to the issuance of the Certificates, the City is required under the Act to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City and continuously on the City's website, the notice stating: (i) the time and place tentatively set for the passage of the ordinance authorizing the issuance of the Certificates, (ii) the purpose of the Certificates, (iii) the manner in which the Certificates will be paid, (iv) the then-current principal of all outstanding debt obligations of the City; (v) the then-current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full; (vi) the maximum principal amount of the Certificates; (vii) the estimated combined principal and interest required to pay the Certificates on time and in full; (viii) the estimated interest rate for the Certificates or that the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (ix) the maximum maturity date of the Certificates; and
- WHEREAS,** the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

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

1. Attached hereto as Exhibit "A" is a form of the Notice of Intention to issue the Certificates, the form and substance of which is hereby adopted and approved.
2. Bond Counsel to the City shall cause the notice to be published in substantially the form attached hereto, in a newspaper (as defined by Subchapter C, Chapter 2051, Government Code) that is of general circulation in the City, for two consecutive weeks, the date of the first publication to be at least 46 days before the date tentatively set for passage of the ordinance authorizing the issuance of the Certificates.
3. The City Secretary shall cause the notice to be continuously published in substantially the form attached hereto on the City's website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates.
4. The City Administrator, Deputy City Administrator, and City Treasurer along with the City's financial advisor and bond counsel are authorized to proceed with preparing any necessary bond and offering documents to effectuate the sale of the Certificates, including making application to appropriate rating agencies and bond insurers, if applicable.
5. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of the Certificates being issued or (ii) \$9,500 per series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Certificates.
6. This Resolution shall become effective immediately upon adoption. The Mayor and City Secretary are hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City, and the Mayor, City Secretary, City Administrator, Deputy City Administrator, and City Treasurer are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution.

PASSED & APPROVED, this the 15th day of March 2022.

CITY OF DRIPPING SPRINGS:



Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham

Andrea Cuningham, City Secretary



EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF DRIPPING SPRINGS, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022

NOTICE IS HEREBY GIVEN that it is the intention of the City Council of the City of Dripping Springs, Texas, to issue interest bearing Certificates of Obligation of the City (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred by the City for: (1) financing the planning, acquisition, design and construction of improvements to the City's wastewater system, including constructing a new wastewater treatment plant, installing a City-wide SCADA electronic monitoring and operations system, expanding the existing wastewater collection system and constructing an effluent holding pond and pump station, treated effluent distribution system improvements, and related costs and the acquisition of any necessary easements or land;; and (2) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates. The City Council tentatively proposes to consider for first and final reading at a meeting to commence at 6:00 p.m., on May 17, 2022, at Council Chambers located at City Hall, 511 Mercer Street, Dripping Springs, Texas 78620, the passage of an ordinance authorizing the Certificates. The maximum amount of the Certificates that may be authorized for such purpose is \$19,895,000. The City Council presently proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and is additionally secured by and payable from the surplus revenues of the City's wastewater system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) that are payable from all or part of said revenues.

Due to the ongoing public health concerns regarding the COVID 19 virus, and as may be authorized by Executive Order of the Governor of Texas, such meeting regarding the Certificates to be held on May 17, 2022, may be conducted via a free public video conference or other lawful electronic means. In such event, information regarding how to access the meeting and public participation in the meeting will be available on the City's website and in the agenda posted no less than 72 hours before the meeting at the following internet address:
<https://www.cityofdrippingsprings.com/>

The following information is required pursuant to Texas Local Government Code, Section 271.049: As of March 15, 2022, the aggregate principal amount of all outstanding debt obligations of the City secured by and payable from ad valorem taxes is \$26,450,000. As of March 15, 2022, the combined principal and interest required to pay all outstanding debt obligations of the City secured by and payable from ad valorem taxes on time and in full is \$27,588,505. Such amounts also include debt service on debt that the City currently intends to pay from sources other than ad valorem taxes but that could be paid from ad valorem taxes if such other sources are not available at the time required for payment. The estimated combined principal and interest required to pay the Certificates on time and in full is \$24,293,542. The estimated interest rate for the Certificates is 2.0%. Such estimates take into account a number of factors, including the issuance schedule, maturity schedule and the expected rating(s) of the proposed Certificates. Such estimated interest

rate is provided as a matter of information but is not a limitation on the interest rate at which the Certificates may be sold. The maximum maturity date of the Certificates is June 1, 2042.

CITY OF DRIPPING SPRINGS, TEXAS

RESOLUTION NO. 2022-R14**RESOLUTION AUTHORIZING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF DRIPPING SPRINGS, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022 AND OTHER MATTERS RELATED THERETO**

WHEREAS, the City of Dripping Springs, Texas (the "City") is a duly incorporated Type A general law municipality authorized to issue certificates of obligation pursuant to the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code (the "Act"); and

WHEREAS, the City Council (the "Council") of the City has determined that it is in the best interest of the City to proceed with the issuance of certificates of obligation ("Certificates") to implement certain projects; and

WHEREAS, the City Council of the City finds that the payment in whole or in part of contractual obligations incurred or to be incurred for the purposes set forth in Exhibit "A" attached hereto (the "Contractual Obligations") would be beneficial to the inhabitants of the City and are needed to perform essential City functions; and

WHEREAS, the Council has deemed it advisable to give notice of intention to issue the Certificates in a maximum principal amount not to exceed \$19,895,000 pursuant to the provisions of the Act for the purpose of financing the Contractual Obligations; and

WHEREAS, prior to the issuance of the Certificates, the City is required under the Act to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City and continuously on the City's website, the notice stating: (i) the time and place tentatively set for the passage of the ordinance authorizing the issuance of the Certificates, (ii) the purpose of the Certificates, (iii) the manner in which the Certificates will be paid, (iv) the then-current principal of all outstanding debt obligations of the City; (v) the then-current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full; (vi) the maximum principal amount of the Certificates; (vii) the estimated combined principal and interest required to pay the Certificates on time and in full; (viii) the estimated interest rate for the Certificates or that the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (ix) the maximum maturity date of the Certificates; and

WHEREAS, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

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

1. Attached hereto as Exhibit "A" is a form of the Notice of Intention to issue the Certificates, the form and substance of which is hereby adopted and approved.

2. Bond Counsel to the City shall cause the notice to be published in substantially the form attached hereto, in a newspaper (as defined by Subchapter C, Chapter 2051, Government Code) that is of general circulation in the City, for two consecutive weeks, the date of the first publication to be at least 46 days before the date tentatively set for passage of the ordinance authorizing the issuance of the Certificates.

3. The City Secretary shall cause the notice to be continuously published in substantially the form attached hereto on the City's website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates.

4. The City Administrator, Deputy City Administrator, and City Treasurer along with the City's financial advisor and bond counsel are authorized to proceed with preparing any necessary bond and offering documents to effectuate the sale of the Certificates, including making application to appropriate rating agencies and bond insurers, if applicable.

5. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of the Certificates being issued or (ii) \$9,500 per series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Certificates.

6. This Resolution shall become effective immediately upon adoption. The Mayor and City Secretary are hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City, and the Mayor, City Secretary, City Administrator, Deputy City Administrator, and City Treasurer are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution.

EXHIBIT A**NOTICE OF INTENTION TO ISSUE CITY OF DRIPPING SPRINGS, TEXAS
COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF
OBLIGATION, SERIES 2022**

NOTICE IS HEREBY GIVEN that it is the intention of the City Council of the City of Dripping Springs, Texas, to issue interest bearing Certificates of Obligation of the City (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred by the City for: (1) financing the planning, acquisition, design and construction of improvements to the City's wastewater system, including constructing a new wastewater treatment plant, installing a City-wide SCADA electronic monitoring and operations system, expanding the existing wastewater collection system and constructing an effluent holding pond and pump station, treated effluent distribution system improvements, and related costs and the acquisition of any necessary easements or land;; and (2) professional services including fiscal, engineering, architectural and legal fees and other such costs incurred in connection therewith including the costs of issuing the Certificates. The City Council tentatively proposes to consider for first and final reading at a meeting to commence at 6:00 p.m., on May 17, 2022 at Council Chambers located at City Hall, 511 Mercer Street, Dripping Springs, Texas 78620, the passage of an ordinance authorizing the Certificates. The maximum amount of the Certificates that may be authorized for such purpose is \$19,895,000. The City Council presently proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and is additionally secured by and payable from the surplus revenues of the City's wastewater system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding) that are payable from all or part of said revenues.

Due to the ongoing public health concerns regarding the COVID 19 virus, and as may be authorized by Executive Order of the Governor of Texas, such meeting regarding the Certificates to be held on May 17, 2022 may be conducted via a free public video conference or other lawful electronic means. In such event, information regarding how to access the meeting and public participation in the meeting will be available on the City's website and in the agenda posted no less than 72 hours before the meeting at the following internet address: <https://www.cityofdrippingsprings.com/>

The following information is required pursuant to Texas Local Government Code, Section 271.049: As of March 15, 2022, the aggregate principal amount of all outstanding debt obligations of the City secured by and payable from ad valorem taxes is \$26,450,000. As of March 15, 2022, the combined principal and interest required to pay all outstanding debt obligations of the City secured by and payable from ad valorem taxes on time and in full is \$27,588,505. Such amounts also include debt service on debt that the City currently intends to pay from sources other than ad valorem taxes but that could be paid from ad valorem taxes if such other sources are not available at the time required for payment. The estimated combined principal and interest required to pay

the Certificates on time and in full is \$24,293,542. The estimated interest rate for the Certificates is 2.0%. Such estimates take into account a number of factors, including the issuance schedule, maturity schedule and the expected rating(s) of the proposed Certificates. Such estimated interest rate is provided as a matter of information but is not a limitation on the interest rate at which the Certificates may be sold. The maximum maturity date of the Certificates is June 1, 2042.

CITY OF DRIPPING SPRINGS, TEXAS

RESOLVED this 15th day of March, 2022.

ATTEST:

CITY OF DRIPPING SPRINGS, TEXAS

Andria Cunningham

City Secretary
City of Dripping Springs, Texas

Bill Furbush

Mayor
City of Dripping Springs, Texas



CERTIFICATE FOR RESOLUTION NO. 2022-R14

**THE STATE OF TEXAS §
COUNTY OF HAYS §
CITY OF DRIPPING SPRINGS §**

We, the undersigned officers and members of the City of Dripping Springs, Texas (the "City"), hereby certify as follows:

1. The City Council of the City convened in a REGULAR MEETING ON THE 11TH DAY OF JUNE, 2019, at the City Council Chambers, Dripping Springs City Hall (the "Meeting"), and the roll was called of the duly constituted officers and members of the City, to-wit:

- | | |
|--------------------------------|---|
| Bill Foulds, Jr. - Mayor | Taline Manassian - Mayor Pro-Tem, Place 1 |
| Wade King, Place 2 | Geoffrey Tahuahua, -Place 3 |
| April Harris Allison,- Place 4 | Sherrie Parks, - Place 5 |

and all of the persons were present, except the following absentees: Geoffrey Tahuahua, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF DRIPPING SPRINGS, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022 AND OTHER MATTERS RELATED THERETO

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: 4

NOES: 0

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting city officials as indicated therein; that each of the elected officials and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

SIGNED AND SEALED March 15, 2022.

Andrea Cunningham
City Secretary

Bill
Mayor

[CITY SEAL]





To: Mayor Bill Foulds, Jr. and City Council
From: Laura Mueller, City Attorney
Date: May 17, 2022
RE: Moratorium: Update and Extension
Attorney/Client Privilege

I. Executive Summary

The City of Dripping Springs adopted a moratorium on November 23, 2021 which expired after 90 days. It was then extended to May 21, 2022. Staff and City Council has been reviewing the submission of exceptions and waivers and the approved list is attached. Staff has also been educating the public on the moratorium. To continue to extend the moratorium, the City has to have notice, a public hearing, and a vote by May 21, 2022. In order to extend the moratorium the City must provide updated evidence that doing so is necessary to protect critical infrastructure and the health and safety of the community, and the City follows the procedures and requirements in Local Government Code Chapter 212, Subchapter E. The extension of the moratorium must be based on the continued shortage of essential public facilities. The City can no longer extend the moratorium based on land use or the Comprehensive Plan. The City has reached wastewater capacity.

If the moratorium is extended, permits for new projects will continue to be delayed until the moratorium is lifted. City staff has reviewed the 2021-2022 budget and have determined that the moratorium would have little to no impact on the projected permits because the majority of those projects would be excepted from the moratorium.

Proposed Schedule for Extension:

April 28, 2022 – Newspaper Notice of the Public Hearing on May 17, 2022

May 17 – CC Meeting with Public Hearing discussing extension of the moratorium

120 day moratorium -Can be extended (120 days for wastewater)

Ongoing Council Meetings to approve any waivers. (City Council only has 10 days to approve each waiver request).

II. Basis for Imposing a Moratorium

An extension of the moratorium on property development can be justified in Dripping Springs in the continued need to prevent a shortage of essential public facilities, specifically wastewater. An updated engineering report on wastewater capacity has been provided.

III. Procedures for Extending a Moratorium

Texas Local Government Code (LGC) Chapter 212 establishes procedures, including notice and hearings, and threshold requirements for moratoriums imposed on property development affecting only residential property, commercial property, or both residential and commercial property.

Meeting for Extension: One City Council meeting is required to extend the moratorium.

Notice: 1 Newspaper Notice with the public hearing listed.

Moratorium: Up to 120 day extension Commercial and/or residential.

Required Findings: Shortage of Wastewater Capacity

- a. Summary of evidence demonstrating need beyond existing capacity
- b. Evidence of existing public facilities operating near or at capacity
- c. Portion of capacity committed to development
- d. Impact fee revenue dedicated to finishing infrastructure
- e. Moratorium reasonably limited to city areas where the public facilities are needed

IV. Length of Time for Extension

Infrastructure Moratorium (212.135): Maximum initial period for a moratorium is 120 days.

Extended by holding a public hearing (with newspaper notice) and adopting written findings that:

- a. identify the problem requiring the need for extending the moratorium;
- b. describe the reasonable progress made to alleviate the problem; and
- c. specifying a definite duration for the renewal period of the moratorium. Similar to the initial adoption of the moratorium.

V. Update on the Moratorium

The moratorium has had little impact on the Building Department daily operations. Phone call inquiries have diminished quite a bit – they are now more related to commercial development. The Building Permit Technicians continue to pre-screen the permit application queue to ensure the projects include an approved Exception or Waiver document. If a project does require an Exception or Waiver out building department staff would provide information on how the customer can apply for their exception. Overall, this continues to cause very minimal delays in accepting applications and further processing building permit projects.

To date, the planning department has approved 33 administrative exceptions to the moratorium and City Council has approved 12 waivers. Two waiver requests were denied by City Council; Zoe Life Center and the Over Yonder Nature School. Note With the exception of the Hardy Tract SF-2 and annexation request, none of the approved waivers or exceptions involve zoning map amendments. While staff does not recall any notable predevelopment meetings regarding a zoning amendment for a property within the City Limits since the start of the moratorium, it is likely that staff would encourage the applicant to wait for the development moratorium to expire before applying. The list of approved exceptions and waivers are attached.

An updated wastewater letter is attached to the agenda.

VI. Other Tools if not Extended

Other tools that the City has at its disposal to ensure proper wastewater capacity, transportation capacity, and development regulations if the moratorium is not extended:

- a. Wastewater Agreements: thoroughly negotiated with interim solutions or halt provision of wastewater agreement while capacity is at limit
- b. Platting process that ensures that all documentation is presented up front prior to submittal with no exceptions for missing documentation;

These tools can be used with or without extension of the moratorium. They may be ineffective alone depending on the type of result the City Council is looking for with the extension of the moratorium. They will also assist with projects that get waivers to the moratorium to ensure that the same issues that caused the moratorium are not present in pending projects wherever possible.

VII. Summary

In order for an extension of the moratorium to be valid, the City must present concerns regarding lack of certain essential public facilities and expected need for additional essential public facilities to serve impending growth. The procedural processes and limited timeframes established by statute serve as a protection for developers who may be impacted by a freeze on submission of permits, plats and the like. If the moratorium is extended, permits for new projects will continue to be delayed until the moratorium is lifted.

Statutory Authority for Extension

Sec. 212.136. EXPIRATION OF MORATORIUM; EXTENSION. A moratorium adopted under Section 212.135 or 212.1351 expires on the 120th day after the date the moratorium is adopted unless the municipality extends the moratorium by:

- (1) holding a public hearing on the proposed extension of the moratorium; and
- (2) adopting written findings that:
 - (A) identify the problem requiring the need for extending the moratorium;

(B) describe the reasonable progress made to alleviate the problem; and

(C) specify a definite duration for the renewal period of the moratorium.

Added by Acts 2001, 77th Leg., ch. 441, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 1321 (H.B. 3461), Sec. 2, eff. September 1, 2005.

Sec. 212.1361. NOTICE FOR EXTENSION REQUIRED. A municipality proposing an extension of a moratorium under this subchapter must publish notice in a newspaper of general circulation in the municipality not later than the 15th day before the date of the hearing required by this subchapter.

Added by Acts 2005, 79th Leg., Ch. 1321 (H.B. 3461), Sec. 2, eff. September 1, 2005.

CITY OF DRIPPING SPRINGS

ORDINANCE 2022-

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, (“CITY”) EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, AUTHORIZATION, AND APPROVALS NECESSARY FOR THE SUBDIVISION, SITE PLANNING, DEVELOPMENT, AND CONSTRUCTION IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION, PROVIDING FOR FINDINGS OF FACT, DEFINITIONS, APPLICABILITY, PURPOSE, ENACTMENT, DURATION, EXTENSION, EXCEPTIONS AND EXEMPTIONS, DETERMINATION AND APPEALS, REPEALER, SEVERABILITY, ENFORCEMENT, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to extend the enacted moratorium in order to continue to temporarily suspend the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, zoning, and construction on real property in the City limits and extraterritorial jurisdiction; and

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

WHEREAS, Texas Local Government Code Chapters 211, 213, 214, and 217 grant the City certain regulation authority concerning construction, land use, nuisances, structures and development-related activities; and

WHEREAS, the City seeks to ensure that impending and future development is conducted in a fiscally-sustainable and environmentally responsible manner; and

WHEREAS, the City Limits and Extraterritorial Jurisdiction (ETJ) are comprised of a combination of topographical, ecological, and drainage features that create significant development challenges; and

WHEREAS, as codified in Tex. Water Code § 26.081(a), the Legislature of the State of Texas found and declared that it is necessary to the health, safety, and welfare of the people of this state to implement the state policy to encourage and promote the development and use of regional and area-wide waste collection, treatment, and disposal systems to serve the waste disposal needs of the citizens of the state and to prevent pollution and maintain and enhance the quality of the water in the state; and

WHEREAS, the City agrees with the Legislature of the State of Texas that it is necessary to the health, safety, and welfare of the people in the City limits and the ETJ to encourage and promote the development and use of regional and area-wide waste collection, treatment, and disposal systems to serve the waste disposal needs of the citizens in the City limits and the ETJ to prevent pollution and maintain and enhance the quality of the water in the City limits and the Extraterritorial Jurisdiction; and

WHEREAS, the City conducted an updated analysis to determine the adequacy of the City's current regional wastewater facilities and the need beyond the estimated capacity that is expected to result from new property development; and

WHEREAS, upon review of the updated analysis by the City's Wastewater Engineer and Deputy City Administrator, the City Council has made updated findings contained herein as **Attachment "B"** related to the inadequacy of existing essential public facilities in accordance with Section 212.135 of the Texas Local Government Code; and

WHEREAS, the City Council finds that certain essential public and private infrastructure, being wastewater facilities and improvements and transportation facilities and improvements throughout the City Limits and ETJ, are inadequate and insufficient to adequately serve new development; and

WHEREAS, relying on the analysis provided by City Staff, the outstanding permits issued by the City prior to this moratorium, and the City's impact fee analysis, the City Council makes the following findings:

1. Taking into account all wastewater that has been committed by contract, the City's wastewater facilities are at capacity; and
2. The current wastewater collection system has bottlenecks that threaten the proper operation of the City's regional wastewater system; and
3. Based on these bottlenecks and the contractual commitments that will utilize all additional capacity of the City's regional wastewater plant, there is currently no additional capacity available to commit to development of lots; and
4. This moratorium is reasonably limited to property located in the City limits and the ETJ; and

WHEREAS, the City continues to take actions to increase wastewater capacity, but until actions can be finalized to increase the wastewater capacity of the City of Dripping Springs, allowing for additional wastewater service connections to the Dripping Springs Wastewater Treatment Plant(s) service area will only exacerbate the situation; and

WHEREAS, the City Council finds that a temporary moratorium on the acceptance, authorization, and approvals necessary for the subdivision, site planning, development, and construction in the City Limits and ETJ will prevent the situation from becoming worse, and will allow the City time to address the measures needed to remedy the shortage of capacity and to secure funds to pay for such remedial measures; and

WHEREAS, additional evaluation of the existing infrastructure and development are needed to allow for growth and development within the City Limits and ETJ while protecting the health, safety, environment, quality of life, and general welfare of its residents; and

WHEREAS, the City desires to study and evaluate the impact of further development; the need for additional wastewater facilities; appropriate zoning districts and district regulations; appropriate wastewater regulations; and issues that will affect future growth and development of the area within its jurisdiction; and

WHEREAS, the City finds this evaluation process will require community input and will take a reasonable amount of time to complete; and

WHEREAS, the City has determined that it is necessary to continue to study and update its development ordinances and procedures in order to clarify and improve its planning policies based on the forthcoming regulations, strengthen the connection between the City's Code of Ordinances and the goals and needs of the City's residents, and to protect the health, safety, environment, quality of life, and general welfare of its residents; and

WHEREAS, in order for the City to have adequate and reasonable time to review, evaluate, and revise the City's development ordinances, and to consider the impact of the ordinances upon future growth, public health and safety, development, the natural environment, and place of architectural, and ecological importance and significance

within the City Limits and ETJ, the City wishes to maintain the *status quo* by implementing a temporary moratorium, during which certain applications for development permits and/or approvals will be suspended; and

WHEREAS, the purpose of prohibiting certain applications for development permits and/or approvals during this study period includes, within limitation, preserving the *status quo* during the planning process, eliminating incentives for hurried applications, facilitating thoughtful and consistent planning, avoiding exploitation of the delays inherent in the municipal legislative process, and preventing applications from undermining the effectiveness of the revised rules by applying for permits and/or approvals in order to avoid the application of new, possibly more restrictive, development regulations; and

WHEREAS, in recognition of the importance of development permits and/or approvals to the community, the City desires to implement this moratorium for a stated and fixed time period, and to include a waiver provision in accordance with Local Government Code Chapter 212, Subchapter E; and

WHEREAS, all notices and hearings, including a hearing by the Planning & Zoning Commission and by the City Council, were published and held in accordance with applicable statutes, laws, and regulations and a temporary moratorium was adopted for 90 days; and

WHEREAS, the notice for the possible extension of the temporary moratorium was published in the newspaper for a public hearing at City Council and City Council approved an extension through at May 21, 2022; and

WHEREAS, the notice for an additional extension of the temporary moratorium was published in the newspaper for a public hearing at City Council; and

WHEREAS, based on the updated findings contained herein, information provided by City staff, and the evidence submitted at the public hearing, the City Council has determined that existing development ordinances and regulations and other applicable laws are inadequate to prevent existing essential public facilities from exceeding capacity, thereby being detrimental to the public health, safety, and welfare of the residents of Dripping Springs; and

WHEREAS, the City Council finds that the enactment of this Ordinance is directly related to the immediate preservation of the public peace, health or safety.

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

SECTION 1. FINDINGS OF FACT: The foregoing recitals are incorporated into this Ordinance by reference as legislative findings of fact as if expressly set forth herein.

SECTION 2. DEFINITIONS: As used in this Ordinance, these terms shall be defined

as follows. Terms appearing in this Ordinance but not defined herein shall have the meanings provided in the City's Code of Ordinances, or if not defined by the City then the common meanings in accordance with ordinary usage.

- A. Commercial property:** means property zoned for or otherwise authorized for use other than single-family use, multifamily use, heavy industrial use, or use as a quarry.
- B. Essential public facilities:** means water, sewer/wastewater, or storm drainage facilities or street improvements provided by a municipality or private utility.
- C. Permit:** means a license, certificate, approval, registration, consent, permit, contract or other agreement for construction related to, or provision of, service from a water or wastewater utility owned, operated, or controlled by a regulatory agency, or other form of authorization required by law, rule, regulation, order, or ordinance that a person must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought.
- D. Project:** means an endeavor over which a regulatory agency exerts its jurisdiction and for which one (1) or more permits are required to initiate, continue, or complete the endeavor.
- E. Property development:** means the construction, reconstruction, or other alteration or improvement of residential or commercial buildings or the subdivision or replatting of a subdivision of residential or commercial property.
- F. Residential property:** means property zoned for or otherwise authorized for single-family or multi-family use.

SECTION 3. APPLICABILITY: The City of Dripping Springs hereby enacts this Ordinance in order to extend the temporary moratorium on the acceptance and processing of certain applications and issuance of particular permits and other forms of municipal authorizations related to specific construction and land development activities. This extension of the temporary moratorium applies to all city zoning district uses within the City Limits and the ETJ.

Unless a project falls within an Exception (as provided below), this temporary moratorium applies to all applications for property development permits. Permits that are affected or not affected by the Moratorium are attached as **Attachment "A"**. The applicability of the moratorium to any permit not listed shall be determined based on the purpose of the moratorium and may be added to the list by the City Administrator.

SECTION 4. PURPOSE: This temporary moratorium is being extended to maintain the *status quo*, and to:

- A. review the City's policies on the acceptance of applications for municipal permits for construction or development;
- B. update the City's permitting and planning requirements and processes for

wastewater and transportation infrastructure; and
C. obtain and review public input and expert guidance.

SECTION 5. ENACTMENT: The City of Dripping Springs hereby enacts this Ordinance implementing a temporary moratorium on the City’s acceptance, review, approval, and issuance of permits in the City Limits and ETJ.

SECTION 6. DURATION: The initial duration of this temporary moratorium shall be for a period of one hundred and twenty (120) days after enactment of this Ordinance, or repeal of this Ordinance by the City, whichever is sooner.

SECTION 7. EXTENSION: If the City determines that the initial period is insufficient for the City to fully complete its study and planning, this Ordinance may be renewed or extended for an additional period of time, necessary to complete the study and implement the recommended changes to City codes, policies, and processes in accordance with the time limits as provided by law upon a majority vote of the City Council.

SECTION 8. EXCEPTIONS AND EXEMPTIONS:

A. Exceptions. Any property owner who believes that they fall within the below exceptions shall provide notice of the exception at time of application for any permit with the city-approved form. Exceptions are administratively approved or denied. Any exception that is denied may be appealed to the City Council. Exceptions will be determined within the same time period as the administrative completeness check for each project, or within ten business days, whichever is sooner. If a Grandfathered Development Status Determination Request is required, then the exception can be applied concurrently with the Request but the time frame of the Request shall be controlling.

- 1. No Impact Projects.** The temporary moratorium implemented by this Ordinance does not apply to a project that does not:
 - Impact wastewater capacity

To make a determination of whether a project is no impact as listed, an applicant shall apply for an exception to the moratorium.

- 2. Ongoing Projects.** The temporary moratorium implemented by this Ordinance does not apply to any projects that are currently, actively in progress for which valid City permits have been issued and have not expired as of November 18, 2021, such being the fifth business day after the date on which the City published notice of the public hearings to consider this Ordinance. The provisions of this Ordinance do not apply to any completed application or plan for development for a permit, plat, verification, rezoning, site plan, approved wastewater plan, or new or revised certificate of occupancy for Property Development that were filed prior to November 18, 2021. New permits applied for as part of a previously approved project may proceed once an exception is applied for and approved as

described herein.

3. **Grandfathered Projects.** The temporary moratorium implemented by this Ordinance shall not apply to projects that are grandfathered under as provided by state law. Property owners asserting grandfathered rights under Texas Local Government Code Chapter 245 must submit an application claiming an exception to this temporary moratorium to the planning department for review in accordance with City policy. Grandfathered status can be approved through an approved Grandfathered Development Status Determination Request. If a Grandfathered Development Status Determination Request has been finalized by staff on or after November 18, 2019, then a new request is not required to meet this exception. New permits applied for as part of a previously vested project may proceed once an exception is applied for and approved as described herein.
4. **Development Agreement:** Property owners with a negotiated approval granted by the City Council providing for construction standards, platting, wastewater, and development rules pursuant to Local Government Code Chapter 212, Subchapter G may apply for an exception in accordance with City policy. New permits applied for as part of a Development Agreement project may proceed once an exception is applied for and approved as described herein.

- B. **Waivers.** Any property owner who does not assert rights under Texas Local Government Code Chapter 245, but who seeks authorization to proceed with the development permitting process during the time of the temporary moratorium can request a waiver. Property owners agreeing to construct certain wastewater infrastructure at property owners' sole expense in accordance with Local Government Code Chapter 212, Subchapter E may apply for waiver in accordance with City policy.

SECTION 9. DETERMINATIONS & APPEALS

- A. **Exceptions.** The Planning Director or their designee shall make all initial determinations regarding the status of all projects seeking to apply for permits during this temporary moratorium and recognition of all Exceptions (as provided herein). Exceptions for projects filed within thirty (30) days of the effective date of this ordinance may be filed without a corresponding permit application. Any exception application filed within this period will be decided within ten (10) business days of receipt. Any exception that is denied may be appealed to City Council or the applicant may apply for a Waiver. An exception may be applied for by lot, project, plat, or all area covered by a particular permit or agreement.
- B. **City Council.** City Council shall make a final decision on waivers within 10 days of filing of application.
- C. **Waivers.** The decision to approve an Exemption (as provided for above) shall rest solely with the City Council. Any denial will stand until the moratorium is lifted

unless the project requesting the waiver has a substantial change and reapplies for a waiver.

SECTION 10. REPEALER: In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 11. SEVERABILITY: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 12. ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. Any person violating any provision of this temporary moratorium is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this Ordinance shall be construed as a waiver of the City’s right to bring a civil action to enforce the provisions of this Ordinance and to seek remedies as allowed by law and/or equity.

SECTION 13. EFFECTIVE DATE: This Ordinance shall be effective upon expiration of the moratorium on February 20, 2022 and shall extend the moratorium for 90 days.

SECTION 14. 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 and public hearings were also provided as required by Texas Government Code Chapter 212, Subchapter E.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A”**Permits Subject to Moratorium¹**

- Commercial/Multi-Family Building Permit Application
- Residential Building Permit Application
- Plan Review Application
- Subdivision Application
- Site Development Application
- Zoning Amendment/PDD Application
- Development Agreement
- Development Agreement Minor Modification/Amendment
- Conditional Use Permit
- Variance Application
- Wastewater Application
- Special District Agreement/Amendment
- Accessory Dwelling Unit Permit
- Swimming Pool Permit
- Mobile/Modular Home Permit

¹ Any permit subject to the Moratorium must be accompanied by an Exception or Waiver Form which can be found at www.cityofdrippingsprings.com/moratorium.

Permits not Subject to Moratorium

- Contractor Registration Form
- Grandfathered Status Request/Appeal
- City Limits/ETJ Determination Letter
- Street Cut/Driveway Permit
- Operational Permit/Inspection Application
- On Site Sewage Facility Permit Application
- Child Care Facility Health Inspection Application
- Food Establishment Permit/Compliance Inspection
- Mobile Food Unit
- Pre-Development Meeting Form
- Certificate of Appropriateness
- Annexation Application
- Sign Permit
- Master Sign Plan
- License to Encroach
- Exterior Lighting Compliance Review
- Zoning Determination Letter Request
- Residential Addition Permit
- Residential Accessory Structure Permit
- Residential Demolition Permit
- Residential Swimming Pool Permit
- Commercial Demolition Permit
- Commercial Tenant Finish Out

- Asbestos Compliance Statement
- Pyrotechnics/Fireworks Application
- Certificates of Occupancy Application (Business Move In/Change of Ownership)
- Any Fire Permits

ATTACHMENT "B"
WASTEWATER ENGINEER LETTER



DRIPPING SPRINGS Texas

Projects with Approved Exceptions/Waivers

All permits that are compliant with previous approvals can move forward normally.

Date Approved	Name of Project	Approved
11/23/2021	Headwaters	DA
11/23/2021	Caliterra	DA
11/23/2021	Cannon Ranch	PDD/WW Agreement
11/23/2021	Driftwood/Driftwood 522	DAs
11/23/2021	Ledgestone (MUD 4)	Consent to MUD
11/23/2021	Wild Ridge	Consent to MUD/WW Agreement
11/23/2021	Big Sky Ranch	PDD/WW Agreement
11/23/2021	Arrowhead Ranch	DA
11/23/2021	Carter Tract	DA and WW agreement (Caliterra)
11/23/2021	Cortaro	Final Plat and Septic
11/23/2021	Village Grove	Consent to MUD
11/23/2021	New Growth	MOU
11/23/2021	PDD 11	PDD and WW Agreement
11/23/2021	Parten Ranch	DA
12/01/2021	Heritage Subdivision	DA/PDD/WW Agreement
12/07/2021	Esperanza	Approved Plats and Exceptions
12/07/2021	Silver Creek (Waiver)	Septic and Concept Plan
12/20/2021	Bunker Ranch Phases 1-4; Hardy North	Moratorium Exception
12/20/2021	Cannon East	PDD Application - Ongoing
12/22/2021	Lohec Amending Plat	Moratorium Exception
12/30/2021	Dripping Springs Storage Expansion	Moratorium Exception
1/04/2022	Julep Commercial	Moratorium Waiver
1/04/2022	5307 Bell Springs Commercial	Moratorium Waiver
1/11/2022	Overlook at Bunker Ranch	Moratorium Waiver
1/11/2022	Hardy T Land South	Moratorium Waiver
1/11/2022	Hardy T Land North	Moratorium Waiver
1/21/2022	1079 Twain St House	Moratorium Exception

1/26/2022	Charro Vista Subdivision	Moratorium Exception
2/01/2022	4400 W Hwy 290	Moratorium Waiver
2/01/2022	Hays Street Subdivision	Moratorium Waiver
2/07/2022	210 Creek Road	Moratorium Exception
2/07/2022	Gray Fox Lot Lines	Moratorium Exception
2/07/2022	Black's Wedding Venue	Moratorium Exception
2/21/2022	449 Twin Oaks Replat	Moratorium Exception
2/22/2022	Patriot's Hall Phase 1B	Moratorium Exception
3/08/2022	Wenty's Wine Bar	Moratorium Waiver
3/08/2022	Ariza Multifamily	Moratorium Waiver
4/07/2022	DS Flex	Moratorium Exception
3/22/2022	340 Bluff Street	Moratorium Exception
3/28/2022	1200 Meadow Ridge	Moratorium Exception
4/11/2022	Ladera Subdivision	Moratorium Exception
4/11/2022	Vitolich Plaza	Moratorium Exception
4/20/2022	Skybridge Academy	Moratorium Exception
4/20/2022	Creek Road Subdivision	Moratorium Exception
5/02/2022	Hays MUD 4	Moratorium Exception

BURGESS & NIPLE

235 Ledge Stone Drive | Austin, TX 78737 | 512.432.1000

Firm Registration No. F-10834

May 12, 2022

Laura Mueller
City Attorney
City of Dripping Springs

Dripping Springs, TX 78620

Re: South Regional WWTP Capacity Summary
CMA Job Number 1431-001
B&N Job Number 39661

Dear Mrs. Mueller:

In October 2015, the City of Dripping Springs submitted an application to the TCEQ to convert its method of treated effluent disposal from land application to discharge into waters of the State, and to expand its wastewater treatment facilities to accommodate the aggressive growth in the Greater Dripping Springs area. The permit was contested and the case was heard at the State Office of Administrative Hearings (SOAH). The City prevailed and was issued the permit on May 5, 2019 (permit WQ0014488003). However, because of pending litigation, construction of the new wastewater treatment plant and storage facilities are being delayed. Oral Arguments were heard in the El Paso Circuit Court on February 10, 2022. The City is awaiting the ruling.

Based on operational information, the City's operator estimates that the existing South Regional WWTP is currently at a monthly average capacity of approximately 189,000 GPD. This is based on meters measuring flows to the drip irrigation fields and to the Caliterra Effluent Holding Pond. Below is a summary of the constructed, to be constructed, and permitted capacities for the South Regional WWTP current TLAP permit WQ0014488001.

- 251,500 GPD Current Constructed Capacity (127,500 GPD Drip Irrigation at WWTP + 62,000 GPD Surface Irrigation at Caliterra and the second 62,000 GPD Surface Irrigation at Caliterra that is nearing completion that should be in operation within 2 months. This will bring the Constructed Capacity to 251,500 GPD)
- 313,500 GPD Current Permitted Capacity (127,500 GPD Drip Irrigation at WWTP + 186,000 GPD Surface Irrigation at Caliterra)

Laura Mueller
 City Attorney
 City of Dripping Springs
 May 12, 2022
 Page 2 of 3

- 284,000 GPD Future Permitted Capacity with Future Drip Fields Removed for WWTP and Effluent Pond Construction (98,000 GPD Drip Irrigation at WWTP + 186,000 GPD Surface Irrigation at Caliterra)
- 222,000 GPD Currently Constructed with Future Drip Fields Removed for WWTP and Effluent Pond Construction (98,000 GPD Drip Irrigation at WWTP + 62,000 GPD Surface Irrigation at Caliterra and the second 62,000 GPD Surface Irrigation at Caliterra that is nearing completion that should be in operation within 2 months. This will bring the Constructed Capacity to 222,000 GPD)
- 394,000 GPD Permit Amendment 2 (Adding 50,000 GPD Disposal Area at Carter Ranch and at 60,000 GPD at Heritage PID)

Also included in Permit Amendment 2, is that the existing Drip Irrigation disposal capacity will be reduced from 127,5000 GPD to 98,000 GPD during construction of the new discharge WWTP and 15,000,000 million gallon effluent holding pond.

Permit Amendment 2 may also be contested. A Virtual Public Meeting took place on April 28, 2022. It is anticipated that the TCEQ will refer the case to SOAH for a contested case hearing, but no official decision has been issued.

Attached is a summary of the developments the City has committed to provide service to in the near future, along with a summary of permitted capacity and capacity of different construction phases. There is enough tankage in the existing WWTP to accommodate treatment capacity, however the City is limited by storage and disposal area capacity. For the purpose of this evaluation, a wastewater production estimate of 175 GPD/LUE is used to estimate future wastewater flows. As one will see, the capacity of the existing permitted capacity will be exceeded if the total number of committed LUEs are connected before the current pending Amendment 2 to the permit is issued by the TCEQ and/or if future surface irrigation phases that are needed are not constructed. There are three surface irrigation phases (each 62,000 GPD) permitted at Caliterra. Only one has been constructed and in operation. The second 62,000 GPD Surface Irrigation at Caliterra is nearing completion and should be in operation within 2 months and for the purpose of this letter is considered constructed. This will bring the Constructed Capacity to 251,500 GPD. The following is a clause from the City's TLAP permit WQ0014488001:

Whenever flow measurements for any domestic sewage treatment facility reach 75 percent of the permitted daily average or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the domestic wastewater treatment and/or collection facilities. Whenever the flow reaches 90 percent of the permitted daily average or annual average flow for three consecutive months, the permittee shall obtain necessary authorization from the Commission to commence construction of the necessary additional treatment and/or collection facilities. In the case of a domestic wastewater treatment facility which reaches 75 percent of the permitted daily average or annual average flow for three consecutive months, and the planned population to be served or the quantity of waste produced is not

Laura Mueller
City Attorney
City of Dripping Springs
May 12, 2022
Page 3 of 3

expected to exceed the design limitations of the treatment facility, the permittee shall submit an engineering report supporting this claim to the Executive Director of the Commission.

Based on the flow data collected, the City is at approximately 75% disposal capacity (this includes the second 62,000 GPD surface irrigation at Caliterra nearing completion and operation). The City/Caliterra, is in the process of obtaining authorization from the Commission to commence construction of the last 62,000 GPD surface irrigation phase at Caliterra. It is recommended that the last phase be immediately constructed upon TCEQ approval.

At this time the City does not have existing disposal capacity available to provide service to all of the new developments. Prior to issuance and construction of Amendment No. 2 improvements by the TCEQ (adding 50,000 GPD disposal area at Carter Ranch and at 60,000 GPD at Heritage PID), the City will not have disposal capacity to provide service to all of the new developments past the original committed developments.

However, the City required newer developments to produce “backup plans” in the case the City exceeds its permitted and/or constructed capacities and need to be removed from the system. These include pumping and hauling raw sewage to other wastewater treatment and disposal facilities, individual onsite sewage treatment facilities/septic systems, or small TCEQ permitted wastewater treatment and disposal facilities.

Please feel free to contact me at 512-432-1000 or at robby.callegari@burgessniple.com with any questions and/or comments.

Very truly yours,

Burgess & Niple



Robert P. Callegari, P.E.
Austin South Engineering Section Director



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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: 05/17/2022

Agenda Item Wording: **Discuss and Consider Possible Action Related to the Proposed Five (5) Year Road Maintenance Plan.**

Agenda Item Requestor: Aaron Reed

Summary/Background: The Public Works Department has been requesting funds for road repairs that are greater than typical maintenance for the last few years. Staff and the City Engineer decided to do a comprehensive evaluation of the City's public streets to determine where the funding would be best allocated over the next five years and give City Council a better idea of the amount of funding that would be required to maintain the City's current and future roadway system. Many of the roads are older and will need a full rebuild, but the plan also focuses funds on the newer streets and allocates funds for preventative maintenance for these roads to extend their life. Attached are two maps and a spreadsheet.. One shows the general condition of all the City streets and the other shows the 5 year plan color coded by year. The spreadsheet shows each road's score, recommended action, and funds needed. If approved, this plan will be the basis for budgeting for road improvements over the next 5 years. City staff intends to update the plan every 3 years to continue to project the financial needs to keep the City's infrastructure in working order.

Commission Recommendations: Transportation Committee recommends approval

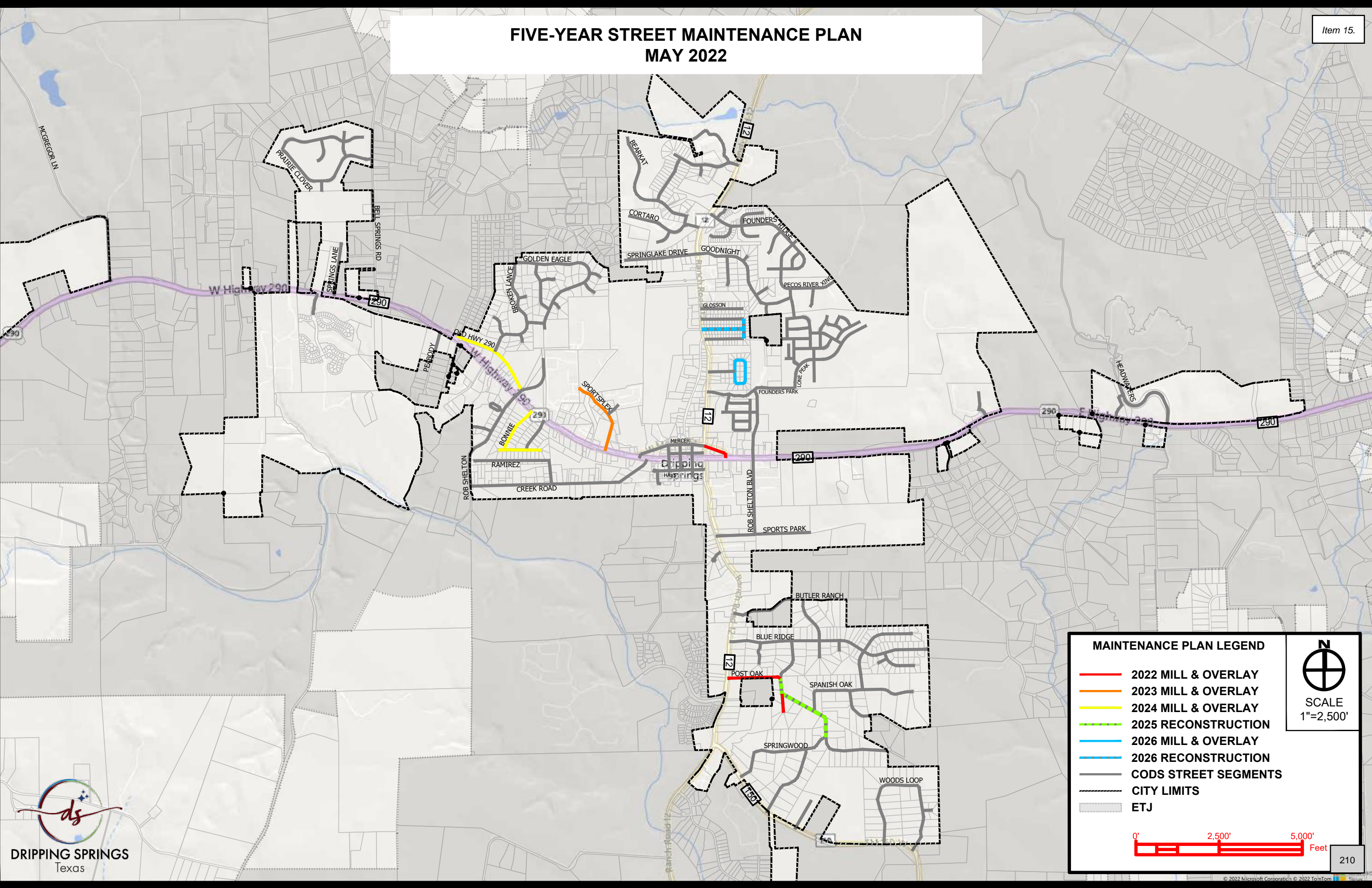
Recommended Council Actions: City staff recommends approval.

Attachments:

Next Steps/Schedule: Update the City website with the map so residents can be directed to upcoming work being done. Budget funds for road improvements based upon the plan.

FIVE-YEAR STREET MAINTENANCE PLAN MAY 2022

Item 15.



MAINTENANCE PLAN LEGEND

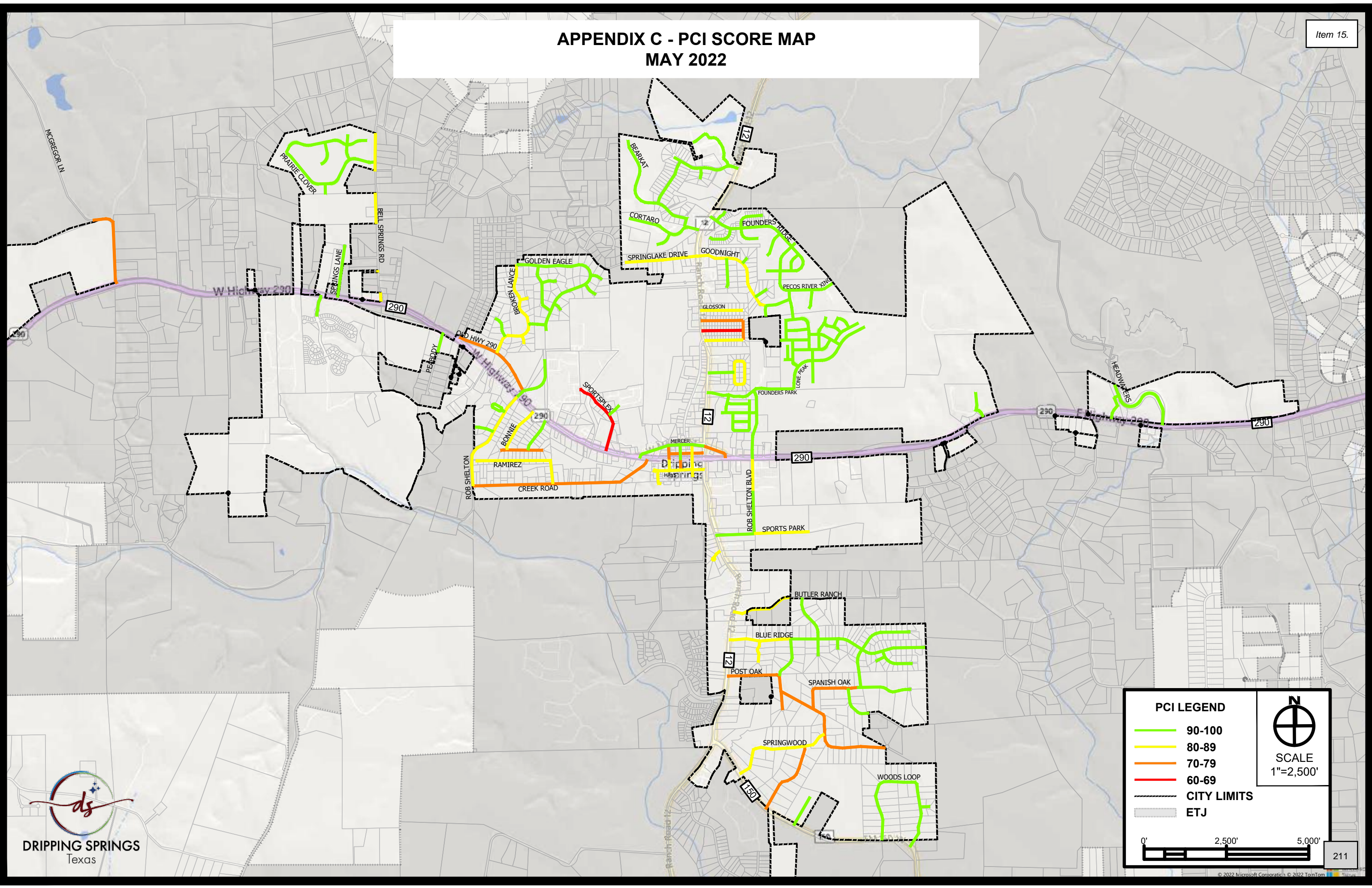
- 2022 MILL & OVERLAY
- 2023 MILL & OVERLAY
- 2024 MILL & OVERLAY
- 2025 RECONSTRUCTION
- 2026 MILL & OVERLAY
- 2026 RECONSTRUCTION
- CODS STREET SEGMENTS
- CITY LIMITS
- ETJ

SCALE
1"=2,500'

0' 2,500' 5,000' Feet



APPENDIX C - PCI SCORE MAP MAY 2022



PCI LEGEND

- 90-100
- 80-89
- 70-79
- 60-69
- CITY LIMITS
- ETJ

SCALE
1"=2,500'

0' 2,500' 5,000'



City of Dripping Springs Pavement Management Program - 5 Year Budget Summary

Year	2022	2023	2024	2025	2026
Budget \$	\$300,000	\$400,000	\$475,000	\$475,000	\$500,000
Planned Maintenance \$	\$276,869	\$351,000	\$461,297	\$448,372	\$473,689
Remaining Contingency \$	\$23,131	\$49,000	\$13,703	\$26,628	\$26,311

Project	Segment	
Post Oak Drive	RR 12 - Shetland	\$142,106.25
Mercer Street	RR 12 - US 290E	\$71,012.50
Roanoak Dr	Begin to End	\$63,750.00
Sportsplex	US290 to High School	\$351,000.00
Judy Drive	Begin to End	\$98,718.75
Old Highway 290	US290 to Rob Shelton	\$258,375.00
Bonnie Drive	US290 to Judy	\$104,203.13
Post Oak Drive	Shetland - Spanish Oak	\$279,125.00
Post Oak Drive	Spanish Oak - Springwood	\$169,247.22
Brookside St	RR12 to Craig	\$209,444.44
Craig Street	Summit to Timberline	\$96,666.67
Grand Prairie Circle	Loop - End	\$167,578.13

Street	Segment (If Applicable)	Subdivision	PCI	Segment Length (LF)	Section Area (SY)	Proposed Solution	Chip Seal (Maintenance)	Subgrade Widening	Mill & Overlay	Patch Repair (5% of Area)	Full Depth Reconstruction	Contingency ¹ 25%	TOTAL COST (2022 \$)
							\$ 17 / SY	\$10 / LF	\$26 / SY	\$ 65 / SY	\$ 58 / SY		
Brookside St	RR12 to Craig	North Forty	65	1,300	2,889	Full Depth Reconstruction					\$ 167,556	\$ 41,889	\$ 209,444
Sportsplex	US290 to High School	Springlake	69	2,400	9,600	Mill & Overlay			\$ 249,600	\$ 31,200		\$ 70,200	\$ 351,000
Summit Dr.		North Forty	70	1,300	2,889	Full Depth Reconstruction					\$ 167,556	\$ 41,889	\$ 209,444
Creek Road			73	5,525	15,961	Full Depth Reconstruction; Subgrade Widening		\$ 110,500			\$ 925,744	\$ 259,061	\$ 1,295,306
South College		Original Township	73	560	1,369	Mill & Overlay			\$ 35,591	\$ 4,449		\$ 10,010	\$ 50,050
McGregor Ln			74	2,350	6,789	Full Depth Reconstruction					\$ 393,756	\$ 98,439	\$ 492,194
Post Oak Drive	Shetland - Spanish Oak		74	1,575	3,850	Full Depth Reconstruction					\$ 223,300	\$ 55,825	\$ 279,125
Post Oak Drive	Spanish Oak - Springwood		74	955	2,334	Full Depth Reconstruction					\$ 135,398	\$ 33,849	\$ 169,247
Post Oak Drive	Springwood - End		74	2,085	5,097	Full Depth Reconstruction					\$ 295,607	\$ 73,902	\$ 369,508
Spanish Oak Trail	Post Oak - 403 Spanish Oak	Oaksprings	74	3,625	8,056	Full Depth Reconstruction					\$ 467,222	\$ 116,806	\$ 584,028
Post Oak Drive	RR 12 - Shetland		75	1,590	3,887	Mill & Overlay			\$ 101,053	\$ 12,632		\$ 28,421	\$ 142,106
Craig Street	Summit to Timberline	North Forty	76	600	1,333	Full Depth Reconstruction					\$ 77,333	\$ 19,333	\$ 96,667
Mercer Street	RR 12 - US 290E	Original Township	76	760	1,942	Mill & Overlay			\$ 50,498	\$ 6,312		\$ 14,203	\$ 71,013
Roanok Dr	Begin to End	Oaksprings	77	600	1,333	Mill & Overlay; Subgrade Widening		\$ 12,000	\$ 34,667	\$ 4,333		\$ 12,750	\$ 63,750
Judy Drive	Begin to End	Dripping Springs Heights	78	1,350	2,700	Mill & Overlay			\$ 70,200	\$ 8,775		\$ 19,744	\$ 98,719
North Bluff		Original Township	79	400	800	Mill & Overlay			\$ 20,800	\$ 2,600		\$ 5,850	\$ 29,250
Oak Springs Drive	Springwood - 790 ft South		79	790	1,580	Mill & Overlay			\$ 41,080	\$ 5,135		\$ 11,554	\$ 57,769
Old Highway 290	US290 to Rob Shelton		79	2,650	7,067	Mill & Overlay			\$ 183,733	\$ 22,967		\$ 51,675	\$ 258,375
Wallace Street		Original Township	79	1,055	2,813	Mill & Overlay			\$ 73,147	\$ 9,143		\$ 20,573	\$ 102,863
Broken Lance Dr.		Hidden Springs Section 1	80	3,450	8,433	Mill & Overlay			\$ 219,267	\$ 27,408		\$ 61,669	\$ 308,344
Glosson Road		North Forty	80	1,300	2,600	Mill & Overlay			\$ 67,600	\$ 8,450		\$ 19,013	\$ 95,063
Sports Park Road			80	785	1,919	Mill & Overlay			\$ 49,891	\$ 6,236		\$ 14,032	\$ 70,159
Springlake Dr	RR12 - County Maint.	Springlake	80	2,270	5,549	Mill & Overlay			\$ 144,271	\$ 18,034		\$ 40,576	\$ 202,881
Rob Shelton Blvd	Home Depot - 290		81	985	5,691	Full Depth Reconstruction					\$ 330,084	\$ 82,521	\$ 412,606
Springwood Road	Oak Springs - Post Oak	Springwood	82	725	1,611	Mill & Overlay			\$ 41,889	\$ 5,236		\$ 11,781	\$ 58,906
Bob White Cove		Counts Estates	83	685	1,674	Mill & Overlay			\$ 43,536	\$ 5,442		\$ 12,244	\$ 61,222
Bonnie Drive	US290 to Judy	Dripping Springs Heights	83	1,425	2,850	Mill & Overlay			\$ 74,100	\$ 9,263		\$ 20,841	\$ 104,203
Blue Ridge Drive	Shetland - RR 12	Counts Estates	84	1,885	5,027	Mill & Overlay			\$ 130,693	\$ 16,337		\$ 36,758	\$ 183,788
Timberline Dr		North Forty	84	1,185	2,370	Chip Seal (Maintenance)	\$ 40,290					\$ 10,073	\$ 50,363
Grand Prairie Circle	Loop - End	Grand Prairie	85	1,875	4,583	Mill & Overlay			\$ 119,167	\$ 14,896		\$ 33,516	\$ 167,578
North San Marcos		Original Township	85	135	270	Mill & Overlay			\$ 7,020	\$ 878		\$ 1,974	\$ 9,872
Ramirez Lane			85	3,000	5,333	Chip Seal (Maintenance)	\$ 90,667			\$ 17,333		\$ 27,000	\$ 135,000
Roger Hanks Pkwy	Creek Rd - 290		85	4,900	14,156	Mill & Overlay			\$ 368,044	\$ 46,006		\$ 103,513	\$ 517,563
South San Marcos		Original Township	85	505	1,234	Chip Seal (Maintenance)	\$ 20,986			\$ 4,012		\$ 6,249	\$ 31,247
Springwood Road	RM 150 - Oak Springs	Springwood	85	2,500	5,000	Mill & Overlay			\$ 130,000	\$ 16,250		\$ 36,563	\$ 182,813
Chestnut Ridge			86	375	833	Chip Seal (Maintenance)	\$ 14,167			\$ 2,708		\$ 4,219	\$ 21,094

Street	Segment (If Applicable)	Subdivision	PCI	Segment Length (LF)	Section Area (SY)	Proposed Solution	Chip Seal (Maintenance)	Subgrade Widening	Mill & Overlay	Patch Repair (5% of Area)	Full Depth Reconstruction	Contingency ¹ 25%	TOTAL COST (2022 \$)
							\$ 17 / SY						
Hays Street		Original Township	87	1,500	3,500	Mill & Overlay			\$ 91,000	\$ 11,375		\$ 25,594	\$ 127,969
Goodnight Trail	Trincheras - RR12	Pound House Hills	88	2,825	7,533	Mill & Overlay (To Loving)			\$ 195,867	\$ 24,483		\$ 55,088	\$ 275,438
Silver Hawk Court		Hidden Springs Section 1	88	275	1,681	Chip Seal (Maintenance)	\$ 28,569			\$ 5,462		\$ 8,508	\$ 42,539
Black Bear Court		Hidden Springs Section 1	89	260	1,589	Chip Seal (Maintenance)	\$ 27,011			\$ 5,164		\$ 8,044	\$ 40,219
Haydon Lane		Original Township	89	325	650	Mill & Overlay			\$ 16,900	\$ 2,113		\$ 4,753	\$ 23,766
South Bluff		Original Township	89	715	1,748	Mill & Overlay			\$ 45,442	\$ 5,680		\$ 12,781	\$ 63,903
Rob Shelton Blvd	Sports Park - Home Depot		90	1,285	7,853	Chip Seal (Maintenance)	\$ 133,497			\$ 25,522		\$ 39,755	\$ 198,773
Woods Loop		The Woods	90	1,940	4,742	Chip Seal (Maintenance)	\$ 80,618			\$ 15,412		\$ 24,008	\$ 120,038
Lone Wolf Court		Hidden Springs Section 1	91	700	1,711	Chip Seal (Maintenance)	\$ 29,089			\$ 5,561		\$ 8,663	\$ 43,313
North College		Original Township	91	135	270	Mill & Overlay			\$ 7,020	\$ 878		\$ 1,974	\$ 9,872
Shawnee Trail		Pound House Hills	91	440	1,076	Chip Seal (Maintenance)	\$ 18,284			\$ 3,496		\$ 5,445	\$ 27,225
Golden Eagle		Hidden Springs Section 2	92	4,675	11,428	Chip Seal (Maintenance)	\$ 194,272			\$ 37,140		\$ 57,853	\$ 289,266
Loving Trail		Pound House Hills	92	900	2,200	Chip Seal (Maintenance)	\$ 37,400			\$ 7,150		\$ 11,138	\$ 55,688
Mercer Street	RR 12 - US 290W	Original Township	92	2,050	11,389	Chip Seal (Maintenance)	\$ 193,611			\$ 37,014		\$ 57,656	\$ 288,281
Phillip Circle		The Woods	92	315	1,225	Chip Seal (Maintenance)	\$ 20,825			\$ 3,981		\$ 6,202	\$ 31,008
Retha Drive		Dripping Springs Heights	92	1,025	2,278	Chip Seal (Maintenance)	\$ 38,722			\$ 7,403		\$ 11,531	\$ 57,656
Spanish Oak Trail	Pin Oak - End	Oaksprings	93	1,975	4,389	Chip Seal (Maintenance)	\$ 74,611			\$ 14,264		\$ 22,219	\$ 111,094
Diamond Point Drive		Texas Heritage Village	94	1,075	2,867	Chip Seal (Maintenance)	\$ 48,733			\$ 9,317		\$ 14,513	\$ 72,563
Event Center Drive		Harrison Hills	94	1,800	6,400	Chip Seal (Maintenance)	\$ 108,800			\$ 20,800		\$ 32,400	\$ 162,000
Lloyd Lane		Counts Estates	94	1,950	5,200	Mill & Overlay; Subgrade Widening		\$ 39,000	\$ 135,200	\$ 16,900		\$ 47,775	\$ 238,875
Shetland Road		Counts Estates	94	1,260	3,080	Chip Seal (Maintenance)	\$ 52,360					\$ 13,090	\$ 65,450
Blue Ridge Drive	Shetland - Lloyd	Counts Estates	95	835	2,041	Chip Seal (Maintenance)	\$ 34,699					\$ 8,675	\$ 43,374
Driftwood Court		Hidden Springs Section 2	95	450	1,000	Chip Seal (Maintenance)	\$ 17,000					\$ 4,250	\$ 21,250
Founders Ridge	RR12 - Osage	Founders Ridge	95	500	2,222	Chip Seal (Maintenance)	\$ 37,778					\$ 9,444	\$ 47,222
Grand Prairie Circle	Loop - RR12	Grand Prairie	95	775	1,894	Chip Seal (Maintenance)	\$ 32,206					\$ 8,051	\$ 40,257
Lake Lucy Loop		Roger Hanks Park	95	865	1,730	Chip Seal (Maintenance)	\$ 29,410					\$ 7,353	\$ 36,763
Peabody Place	Duplicate		95	940	2,507	Chip Seal (Maintenance)	\$ 42,613					\$ 10,653	\$ 53,267
Prairie Wolf Court		Hidden Springs Section 2	95	450	1,050	Chip Seal (Maintenance)	\$ 17,850					\$ 4,463	\$ 22,313
Bearkat Canyon		Harrison Hills	96	3,800	8,444	Chip Seal (Maintenance)	\$ 143,556					\$ 35,889	\$ 179,444
Count David Cove		Counts Estates	96	285	1,425	Chip Seal (Maintenance)	\$ 24,225					\$ 6,056	\$ 30,281
EMS Drive			96	425	1,133	Chip Seal (Maintenance)	\$ 19,267					\$ 4,817	\$ 24,083
Founders Ridge	Osage - S. Sage Hollow	Founders Ridge	96	805	2,147	Chip Seal (Maintenance)	\$ 36,493					\$ 9,123	\$ 45,617
Gray Fox Court		Hidden Springs Section 2	96	280	1,244	Chip Seal (Maintenance)	\$ 21,156					\$ 5,289	\$ 26,444
Hamilton Crossing		Roger Hanks Park	96	610	1,084	Chip Seal (Maintenance)	\$ 18,436					\$ 4,609	\$ 23,044
Osage Ct.		Founders Ridge	96	350	1,361	Chip Seal (Maintenance)	\$ 23,139					\$ 5,785	\$ 28,924
Shane Lane		Hidden Springs Section 1	96	510	1,190	Chip Seal (Maintenance)	\$ 20,230					\$ 5,058	\$ 25,288
Spanish Star Trail		Texas Heritage Village	96	1,950	4,767	Chip Seal (Maintenance)	\$ 81,033					\$ 20,258	\$ 101,292
Tye Cove		Counts Estates	96	320	711	Chip Seal (Maintenance)	\$ 12,089					\$ 3,022	\$ 15,111
Black Hawk Court		Hidden Springs Section 2	97	375	833	Chip Seal (Maintenance)	\$ 14,167					\$ 3,542	\$ 17,708
Blue Ridge Drive	Lloyd - End	Counts Estates	97	3,400	8,311	Chip Seal (Maintenance)	\$ 141,289					\$ 35,322	\$ 176,611
Buckthorn Drive		Texas Heritage Village	97	500	1,333	Chip Seal (Maintenance)	\$ 22,667					\$ 5,667	\$ 28,333
Corrida Cove		Pound House Hills	97	210	1,167	Chip Seal (Maintenance)	\$ 19,833					\$ 4,958	\$ 24,792
Heritage Hollow		Harrison Hills	97			Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Iron Rail Road		Texas Heritage Village	97	660	1,760	Chip Seal (Maintenance)	\$ 29,920					\$ 7,480	\$ 37,400
Jenn Cove		Counts Estates	97	1,100	2,933	Chip Seal (Maintenance)	\$ 49,867					\$ 12,467	\$ 62,333

Street	Segment (If Applicable)	Subdivision	PCI	Segment Length (LF)	Section Area (SY)	Proposed Solution	Chip Seal (Maintenance)	Subgrade Widening	Mill & Overlay	Patch Repair (5% of Area)	Full Depth Reconstruction	Contingency ¹ 25%	TOTAL COST (2022 \$)
							\$ 17 / SY						
North Sage Hollow		Founders Ridge	97	925	2,467	Chip Seal (Maintenance)	\$ 41,933					\$ 10,483	\$ 52,417
Pin Oak Street		Oaksprings	97	1,475	2,950	Chip Seal (Maintenance)	\$ 50,150					\$ 12,538	\$ 62,688
Ranch Ridge		Harrison Hills	97	1,450	3,222	Chip Seal (Maintenance)	\$ 54,778					\$ 13,694	\$ 68,472
Raton Pass		Legacy Trails	97			Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Running Deer Ln	Duplicate	Hidden Springs Section 2	97	1,525	3,558	Chip Seal (Maintenance)	\$ 60,492					\$ 15,123	\$ 75,615
Senna Drive		Founders Ridge	97	830	2,213	Chip Seal (Maintenance)	\$ 37,627					\$ 9,407	\$ 47,033
Sports Park Road			97	1,177	3,139	Chip Seal (Maintenance)	\$ 53,357					\$ 13,339	\$ 66,697
Arrowhead Ranch Blvd	290 - Gate	Arrowhead Ranch	98	1,900	9,500	Chip Seal (Maintenance)	\$ 161,500					\$ 40,375	\$ 201,875
Blazing Saddles Dr		Blue Blazes	98			Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Blue Blazes Dr		Blue Blazes	98			Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Counts Estates Drive		Counts Estates	98	2,425	5,389	Chip Seal (Maintenance)	\$ 91,611					\$ 22,903	\$ 114,514
Goodnight Trail	Fort Sumner - Trincheras	Pound House Hills	98	900	2,000	Chip Seal (Maintenance)	\$ 34,000					\$ 8,500	\$ 42,500
Pecos River Crossing	Founders Ridge - End	Founders Ridge	98	3,000	6,667	Chip Seal (Maintenance)	\$ 113,333					\$ 28,333	\$ 141,667
Rob Shelton Blvd	290 - Founders		98	2,055	7,992	Chip Seal (Maintenance)	\$ 135,858					\$ 33,965	\$ 169,823
South Sage Hollow		Founders Ridge	98	765	2,040	Chip Seal (Maintenance)	\$ 34,680					\$ 8,670	\$ 43,350
Arbor Bay Dr.		Founders Ridge	99	775	2,067	Chip Seal (Maintenance)	\$ 35,133					\$ 8,783	\$ 43,917
Beverly Drive		Headwaters Commercial	99	715	1,907	Chip Seal (Maintenance)	\$ 32,413					\$ 8,103	\$ 40,517
Charro Vista Drive	FM 150 - End	Charro Vista	99			Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Cortaro Drive		Cortaro	99			Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Flathead Drive		Headwaters Commercial	99	160	427	Chip Seal (Maintenance)	\$ 7,253					\$ 1,813	\$ 9,067
Founders Ridge	Pecos River - End	Founders Ridge	99	1,875	5,000	Chip Seal (Maintenance)	\$ 85,000					\$ 21,250	\$ 106,250
Founders Ridge	S. Sage Hollow - Pecos River	Founders Ridge	99	1,785	4,760	Chip Seal (Maintenance)	\$ 80,920					\$ 20,230	\$ 101,150
Ft. Sumner St.		Legacy Trails	99	890	2,373	Chip Seal (Maintenance)	\$ 40,347					\$ 10,087	\$ 50,433
Hunt's Link Road		Texas Heritage Village	99	525	1,400	Chip Seal (Maintenance)	\$ 23,800					\$ 5,950	\$ 29,750
Kibo Ridge		Headwaters Commercial	99			Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Lone Peak Way		Big Sky	99			Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Mataro Cove		Cortaro	99			Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Roger Hanks Pkwy North	290 - DSHS		99	1,630	6,520	Chip Seal (Maintenance)	\$ 110,840					\$ 27,710	\$ 138,550
Staked Plains Ln		Legacy Trails	99			Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Tricheras Pass		Legacy Trails	99			Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Adina Dr.		Founders Ridge	100			Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Founders Park Road			100			Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Spring Lane			100	1,595	5,317	Chip Seal (Maintenance)	\$ 90,383					\$ 22,596	\$ 112,979
Star Mountain Lane		Big Sky	100			Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Beach Mountain Road		Big Sky				Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Buffalo Canyon		Harrison Hills		2,100	4,667	Chip Seal (Maintenance)	\$ 79,333					\$ 19,833	\$ 99,167
Butler Ranch Rd	RR12 - County Maint.	Counts Estates		3,540	6,293	Chip Seal (Maintenance)	\$ 106,987					\$ 26,747	\$ 133,733
Cherry Sage Court		Esperanza				Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Copper Canyon Ct.		Founders Ridge				Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Delaware Mountain Terrace		Big Sky				Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Dome Peak Terrace		Big Sky				Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Eagle Mountain Trail		Big Sky				Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Glass Mountain Way		Big Sky				Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Leonard Mountain Drive		Big Sky				Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Major Peak Street		Big Sky				Chip Seal (Maintenance)	\$ -					\$ -	\$ -
McKittrick Ridge Street		Big Sky				Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Mount Ord Lane		Big Sky				Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Mount Locke Road		Big Sky				Chip Seal (Maintenance)	\$ -					\$ -	\$ -

Street	Segment (If Applicable)	Subdivision	PCI	Segment Length (LF)	Section Area (SY)	Proposed Solution	Chip Seal (Maintenance)	Subgrade Widening	Mill & Overlay	Patch Repair (5% of Area)	Full Depth Reconstruction	Contingency ¹ 25%	TOTAL COST (2022 \$)
							\$ 17 / SY						
Old Fitzhugh Road				3,250	7,944	Chip Seal (Maintenance)	\$ 135,056					\$ 33,764	\$ 168,819
Prairie Clove Drive		Esperanza				Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Sawtooth Mountain Way		Big Sky				Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Sierra Blanca Road		Big Sky				Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Topaz Circle		Arrowhead Ranch		515	1,144	Chip Seal (Maintenance)	\$ 19,456					\$ 4,864	\$ 24,319
Verdejo Drive		Cortaro				Chip Seal (Maintenance)	\$ -					\$ -	\$ -
Yellow Bell Run		Esperanza				Chip Seal (Maintenance)	\$ -					\$ -	\$ -

¹ Contingency includes provisions for drainage improvements & maintenance, striping, and engineering



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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: 04/19/2022

Agenda Item Wording: **Discuss and consider possible action regarding the Allocation of Funds and Revised Plan for the Improvement of Rob Shelton Boulevard North.**

Agenda Item Requestor: Aaron Reed/ Laura Mueller

Summary/Background: The Cannon Ranch Development (Ashton Woods) met it's requirement for transportation improvements associated with the development by constructing a 4 lane arterial to 290 and an East-West connection. The City desires to have the remainder of Rob Shelton Blvd. completed to match the roadway section South of Texas Heritage Village. Cannon Ranch can design and construct the improvements while mobilized for the infrastructure improvements in the development at a cost savings to the City. The City would be required to fund the construction at a cost of approximately \$993,190.00. The improvements would include adding a median to match the existing road section South of Texas Heritage Village, adding a 5' sidewalk on the East side of the road, drainage improvements, and extending the bike lanes which will be installed with the Rob Shelton TASA sidewalk project.

Background Information from City Attorney Laura Mueller:

Offsite Road Agreement

Cannon Ranch (Ashton Woods) will be accessed from US Highway 290 with the construction of the North/South Roadway as a four-lane minor arterial between US 290 and Founders Park Road. The pedestrian facilities (sidewalks, etc.) will be provided only within the subject property. An arterial street is intended to serve both local and regional traffic by connecting cities and rural areas to the highway system while limiting access. The other points of access will be from Rob Shelton Boulevard and Founders Park Road, which are both intended as collector streets. Collector streets are intended to provide equal levels of mobility and access by connecting local roads and the arterial network and by providing direct access to developments.

City staff initially requested the following improvements from the Cannon Ranch Development:

1. Expansion of Rob Shelton Boulevard between the commercial and Founders Park Road to match the existing roadway section north of US 290.
2. Expansion of Founders Park Road to match the City's Transportation Master Plan cross-section. This widening would include adding a median and pedestrian facilities.
3. Construction of the North/South Roadway as a four-lane minor arterial with pedestrian facilities between US 290 and Founders Park Road.
4. Construction of the East/West Roadway as a two-lane collector with pedestrian facilities between North / South Roadway and east property line.
5. Construction of a roundabout at Rob Shelton Boulevard and Founders Park Road.
6. Construction of a roundabout at Founders Park Road and North / South Roadway.
7. Intersection improvements as identified in the TIA.

The Cannon Development has agreed to the following:

1. Design and construction of Rob Shelton Boulevard between the commercial and Founders Park Road to match the existing roadway section north of US 290. This will be reimbursed by the City.
2. No improvements are proposed on Founders Park Road, as the recommended improvements do not add capacity.
3. Construction of the North/South Roadway as a four-lane minor arterial between US 290 and Founders Park Road. Pedestrian facilities will be provided only within the property.
4. Construction of the East/West Roadway as a two-lane collector between North / South Roadway and east property line without pedestrian facilities.
5. Reserve right-of-way for a roundabout at Rob Shelton Boulevard and Founders Park Road.
6. Reserve right-of-way for a roundabout at Founders Park Road and North / South Roadway.
7. Intersection improvements as identified in the TIA - \$307,500 to a traffic signal at US 290 and North/South Roadway.

The transportation improvements agreed to be constructed by the Cannon development are those that provide additional roadway capacity. These improvements align with the City's transportation priorities. The construction of a four-lane North/South arterial provides needed mobility in this quadrant of the City. A two-lane roadway is needed to meet the traffic demands of the Cannon Development, but a four-lane roadway is needed for the demands of area including future growth. Collectively, the transportation improvements agreed to by Cannon exceed the Development's proportional share identified in the TIA. Because Cannon Ranch already exceeded what was required by the TIA and City Ordinance, Cannon Ranch was not required to build the Rob

Shelton improvements but did agree to: (1) provide right of way for the improvements; and (2) help provide options for the City to decide on and reimburse for. Because Cannon Ranch would be building the improvements, if approved, the City would save mobilization costs and the costs created through government bidding and processes.

Commission Recommendations:	Transportation Committee requested removal of this line item from the FY23 budget request
Recommended Council Actions:	Decide on whether or not to do the project.
Attachments:	Attached are the exhibit and cost estimate associated with the proposed improvements.
Next Steps/Schedule:	If the project is approved, staff will present a budget amendment for it with funding options to consider.

Doucet & Associates, Inc. 7401 B Hwy 71 W., Suite 160 Austin, Texas 78735 (512) 583-2600		Date: 2/23/2022 Client Name: Ashton Woods Project Name: Cannon Ranch D&A #: 1298-003		
ROB SHELTON ROAD IMPROVEMENTS				
Item	Quantity	Unit	Unit Cost	Total
22' Widening to Rob Shelton - 60' ROW				
SITE IMPROVEMENT				
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
SITE IMPROVEMENT SUBTOTAL				\$ 81,236.11
PAVING IMPROVEMENT				
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
5' Sidewalk	1085	LF	\$ 32.50	\$ 35,262.50
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
PAVING IMPROVEMENT SUBTOTAL				\$ 306,553.06
DRAINAGE IMPROVEMENT				
Intersection Improvements and Tie-In (includes drainage modifications)	1	LS	\$ 175,000.00	\$ 175,000.00
18" RCP	210	LF	\$ 90.00	\$ 18,900.00
Trench Safety	210	LF	\$ 1.25	\$ 262.50
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
DRAINAGE IMPROVEMENT SUBTOTAL				\$ 223,937.50
			Hard Cost SUBTOTAL	\$ 611,726.67
OTHER ITEMS				
Engineering Design	1	LS	\$ 63,000.00	\$ 63,000.00
Construction Administration & Inspection and Testing (15% Hard Cost)	1	LS	\$ 91,759.00	\$ 91,759.00
Mobilization (10% Hard Cost)	1	LS	\$ 61,172.67	\$ 61,172.67
SUBTOTAL				\$ 215,931.67
20% Contingency:				\$ 165,531.67
TRANSPORTATION IMPROVEMENT SUBTOTAL:				\$ 993,190.00

***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)	5' SIDEWALK ONE SIDE

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

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 $13^{\circ}10'32''$, and a chord which bears $S04^{\circ}35'52''W$, a distance of 171.32 feet calculated point of tangency,

THENCE $S02^{\circ}11'31''E$, 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 $S87^{\circ}48'29''W$ 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) $N01^{\circ}11'31''W$, 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 $12^{\circ}59'13''$, and a chord which bears $N04^{\circ}27'47''E$, a distance of 193.64 feet to a calculated point of tangency,
- 3) $N09^{\circ}02'49''E$, 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 $23^{\circ}32'23''$, and a chord which bears $N02^{\circ}43'23''E$, 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 $20^{\circ}18'06''$, and a chord which bears $N24^{\circ}38'37''W$, a distance of 244.27 feet to a calculated point of non-tangency,
- 6) $S70^{\circ}59'50''W$, a distance of 295.38 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point, and
- 7) $S89^{\circ}21'11''W$, 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) $N00^{\circ}51'53''W$, 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.

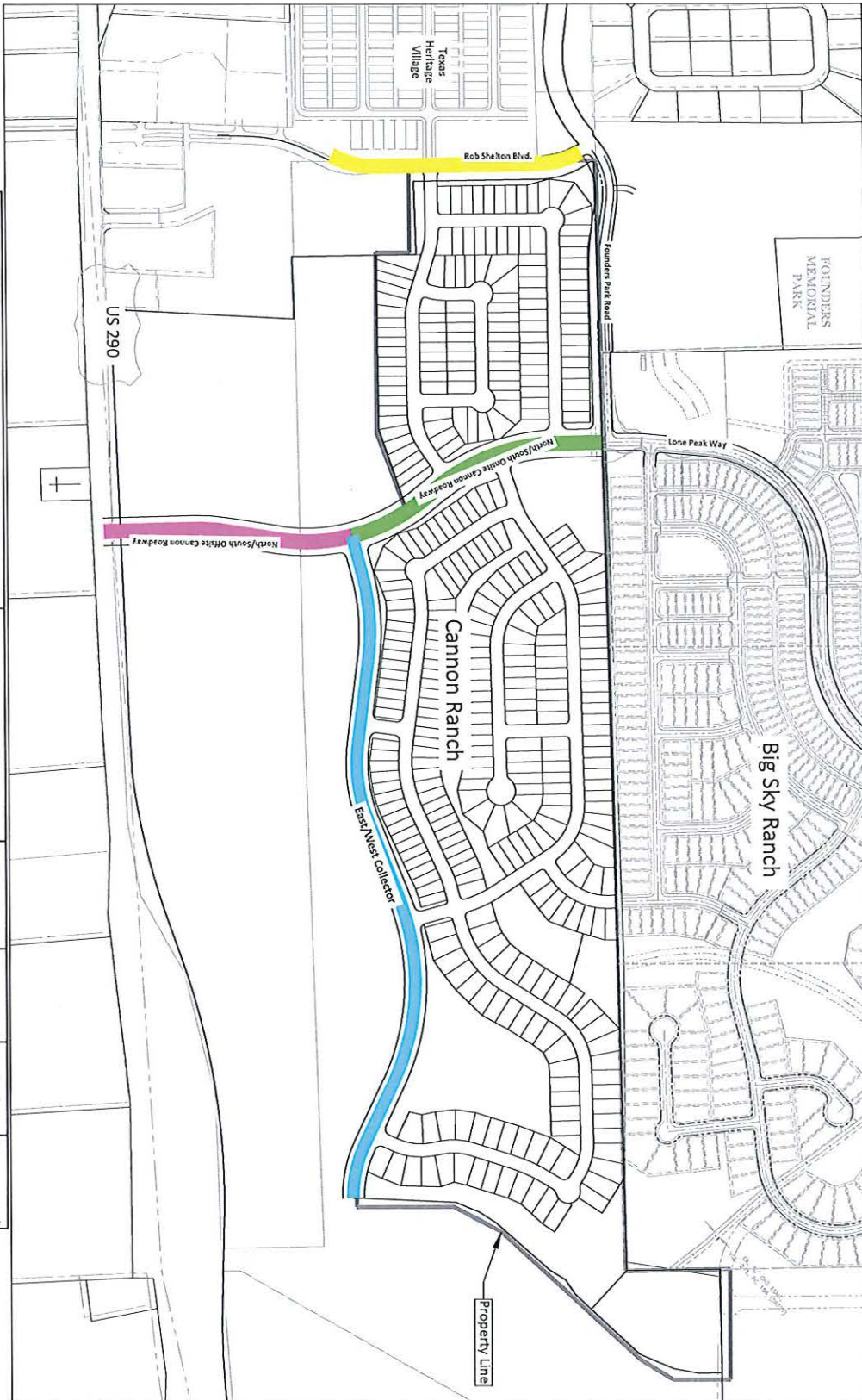
06/25/2021

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



	Proposed Road Width	Existing Road Width	Proposed ROW	Existing ROW	Proposed LF
N/S Onsite Cannon Roadway (North of E/W)	48'	-	114'	-	1030
N/S Offsite Cannon Roadway (South of E/W)	48'	-	114'	-	1121
E/W Collector	24'	-	90'	-	2812
Rob Shelton	44'	22'	60'	60'	1085



Project No.	2104-003
Sheet	1
Of	1

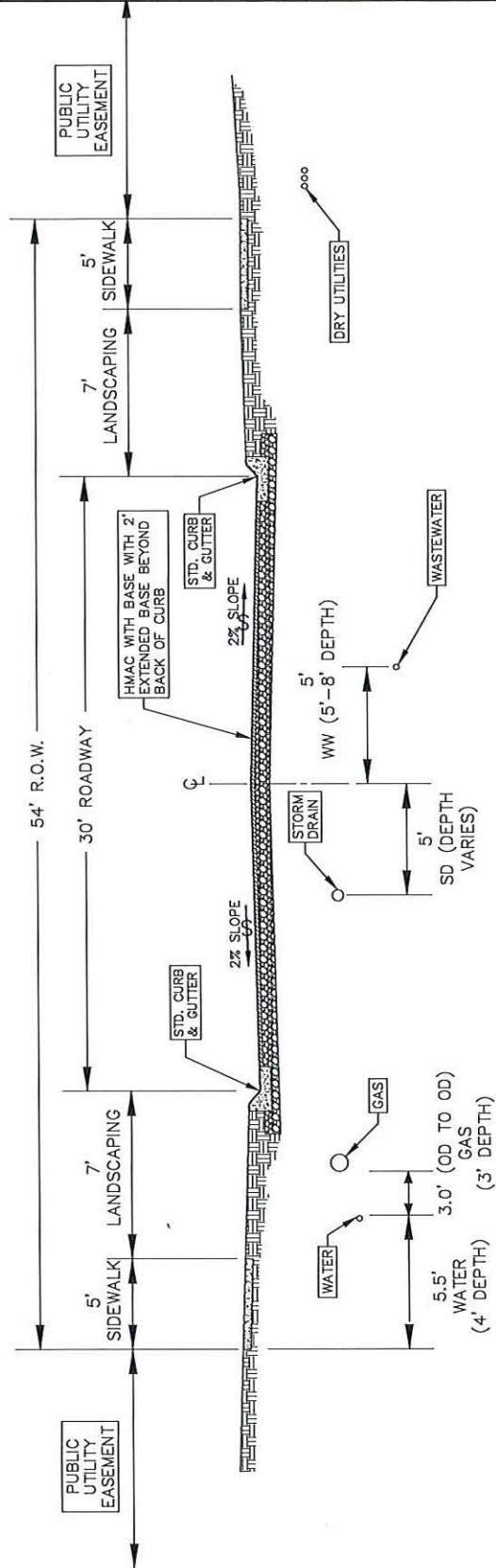
Cannon Ranch
 Dripping Springs, TX

Transportation Option
 Proposed Recommendations

DA DOUCET & ASSOCIATES
 Civil Engineering - Planning - Geospatial
 7401 B. Highway 71 W. Suite 110
 Austin, TX 78735. Tel: (512) 593-2100
 www.doucetengineers.com
 TBPE Firm Number: 3937
 TBFLS Firm Number: 10165900

EXHIBIT D
Typical Sections

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



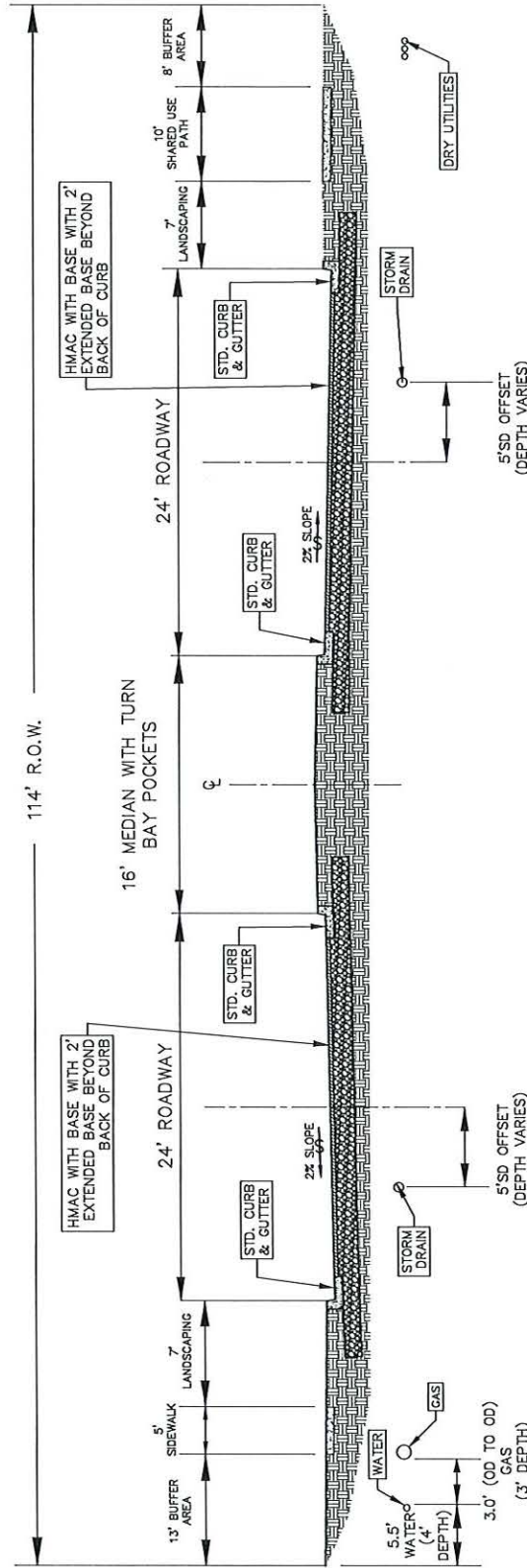
54' R.O.W. LOCAL STREET
TYPICAL SECTION
N.T.S.

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
249



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.

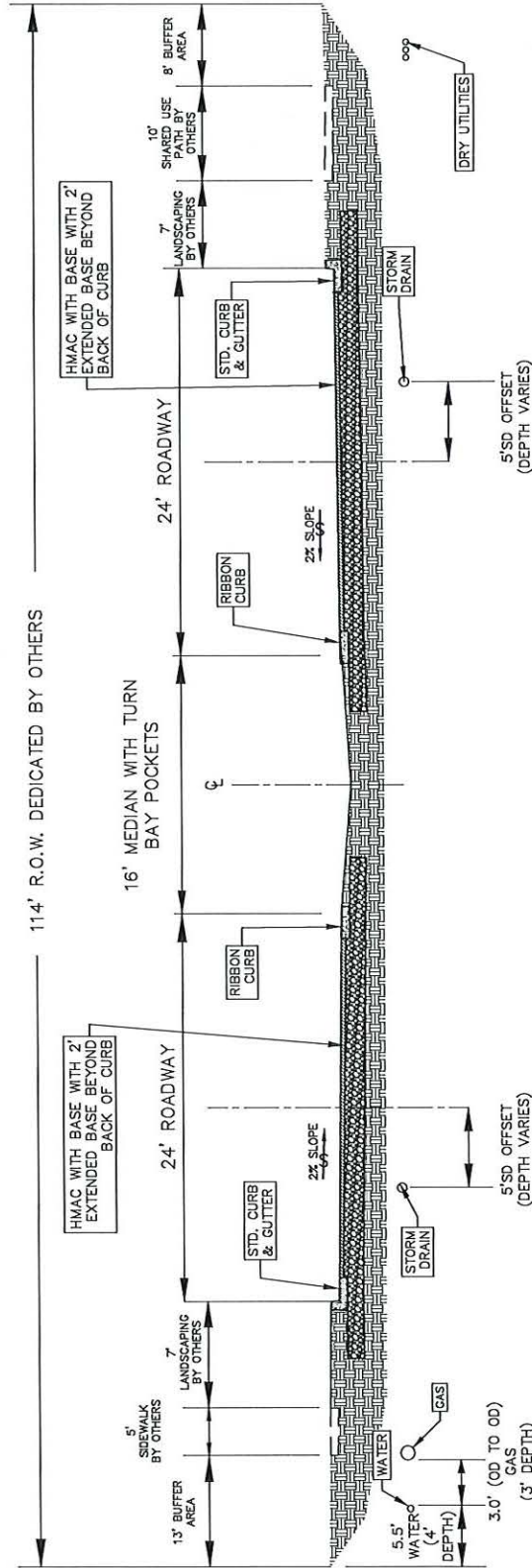
Scale:	NTS
Designed:	JH
Drawn:	JH
Reviewed:	JG
Date:	04/19/2021

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

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

CANNON RANCH
 DRIPPING SPRINGS, TX

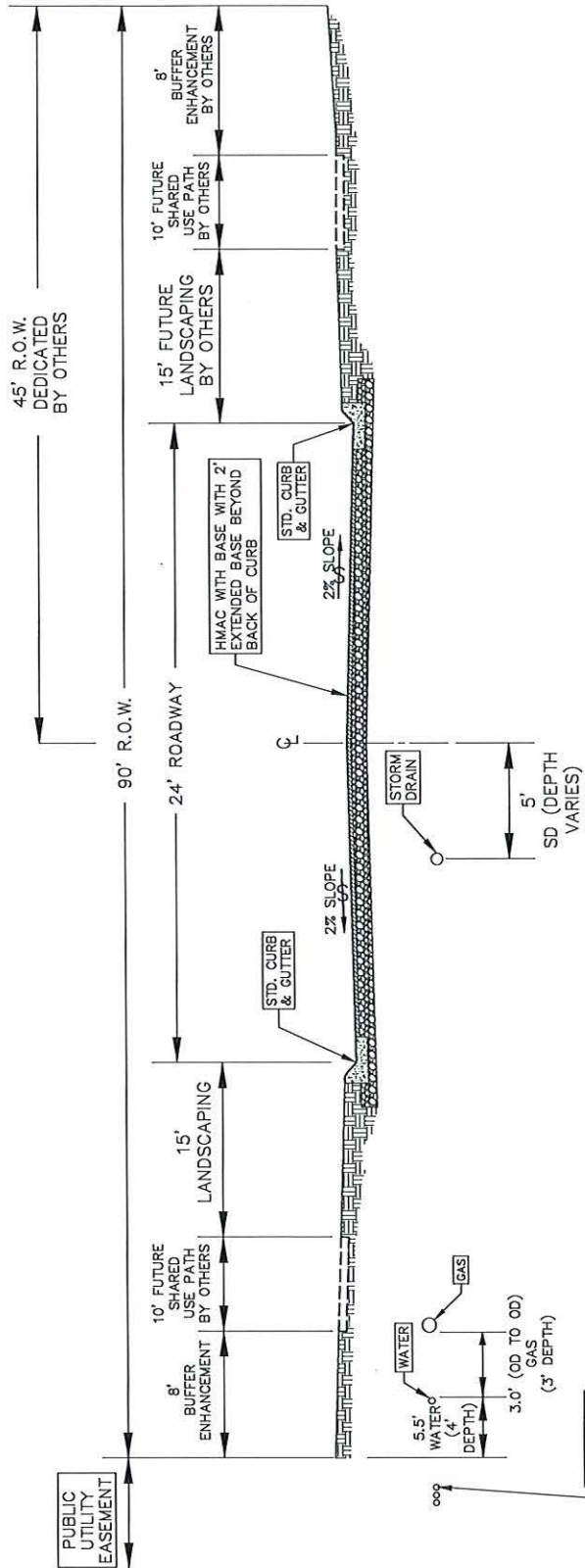
SHEET
EXHIBIT
 OF 5
 Project No: 1298-003
 250



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.

Scale:	NTS
Designed:	JH
Drawn:	JH
Reviewed:	JG
Date:	04/19/2021

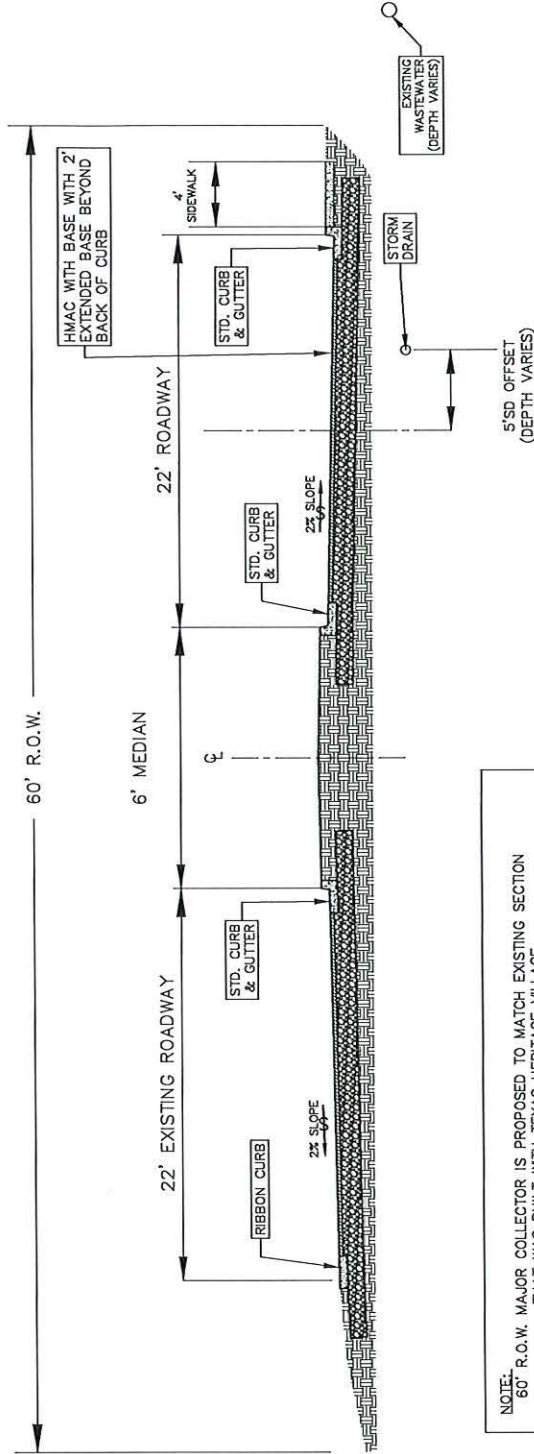


90' R.O.W. E-W 2-LANE COMMERCIAL COLLECTOR
TYPICAL SECTION
N.T.S.

Scale:	NTS
Designed:	JH
Drawn:	JH
Reviewed:	JG
Date:	04/19/2021

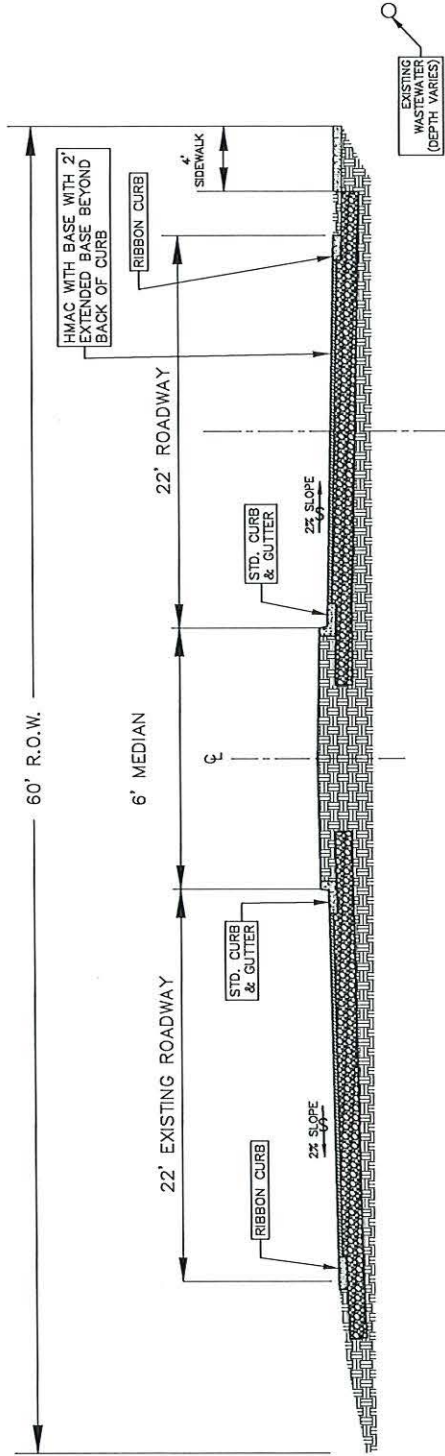
EXHIBIT D.1
Rob Shelton Section Option 1

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



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

EXHIBIT D.2
Rob Shelton Section Option 2

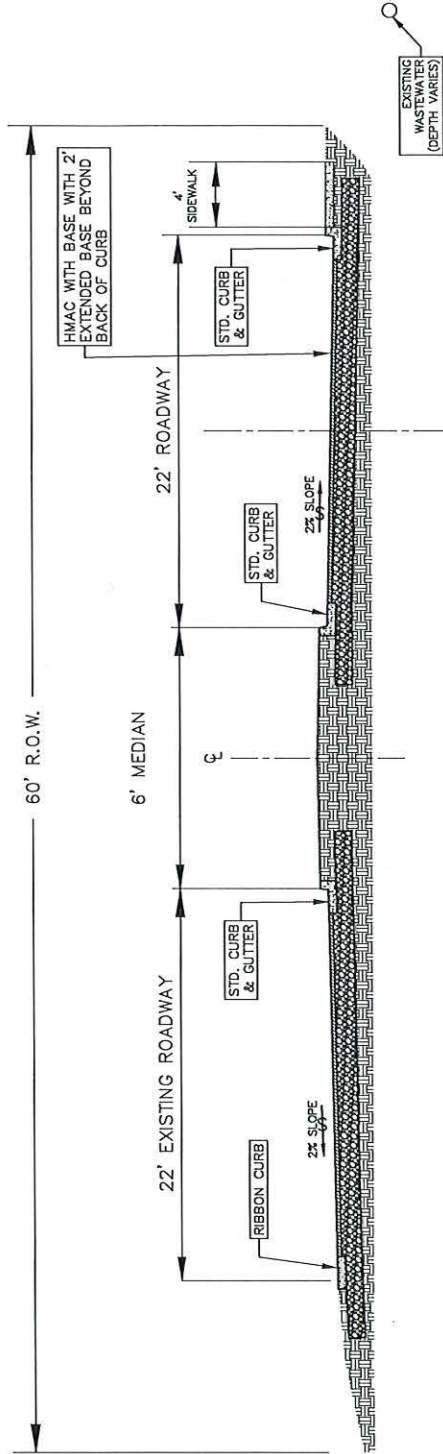


NOTE:
60' R.O.W. MAJOR COLLECTOR IS PROPOSED TO MATCH EXISTING SECTION
THAT WAS BUILT WITH TEXAS HERITAGE VILLAGE

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

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

EXHIBIT D.3
Rob Shelton Section Option 3

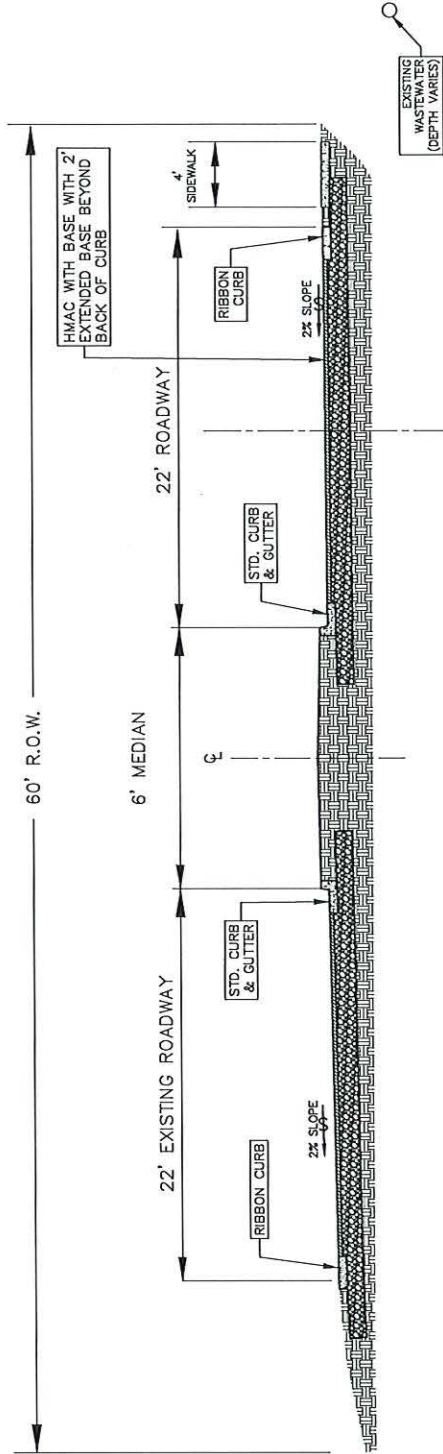


NOTE:
60' R.O.W. MAJOR COLLECTOR IS PROPOSED TO MATCH EXISTING SECTION
THAT WAS BUILT WITH TEXAS HERITAGE VILLAGE

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

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

EXHIBIT D.4
Rob Shelton Section Option 4



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.

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

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

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
260

EXHIBIT E

Offsite Roadway Dedication Rob Shelton and Founder's Park Including Roundabouts

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

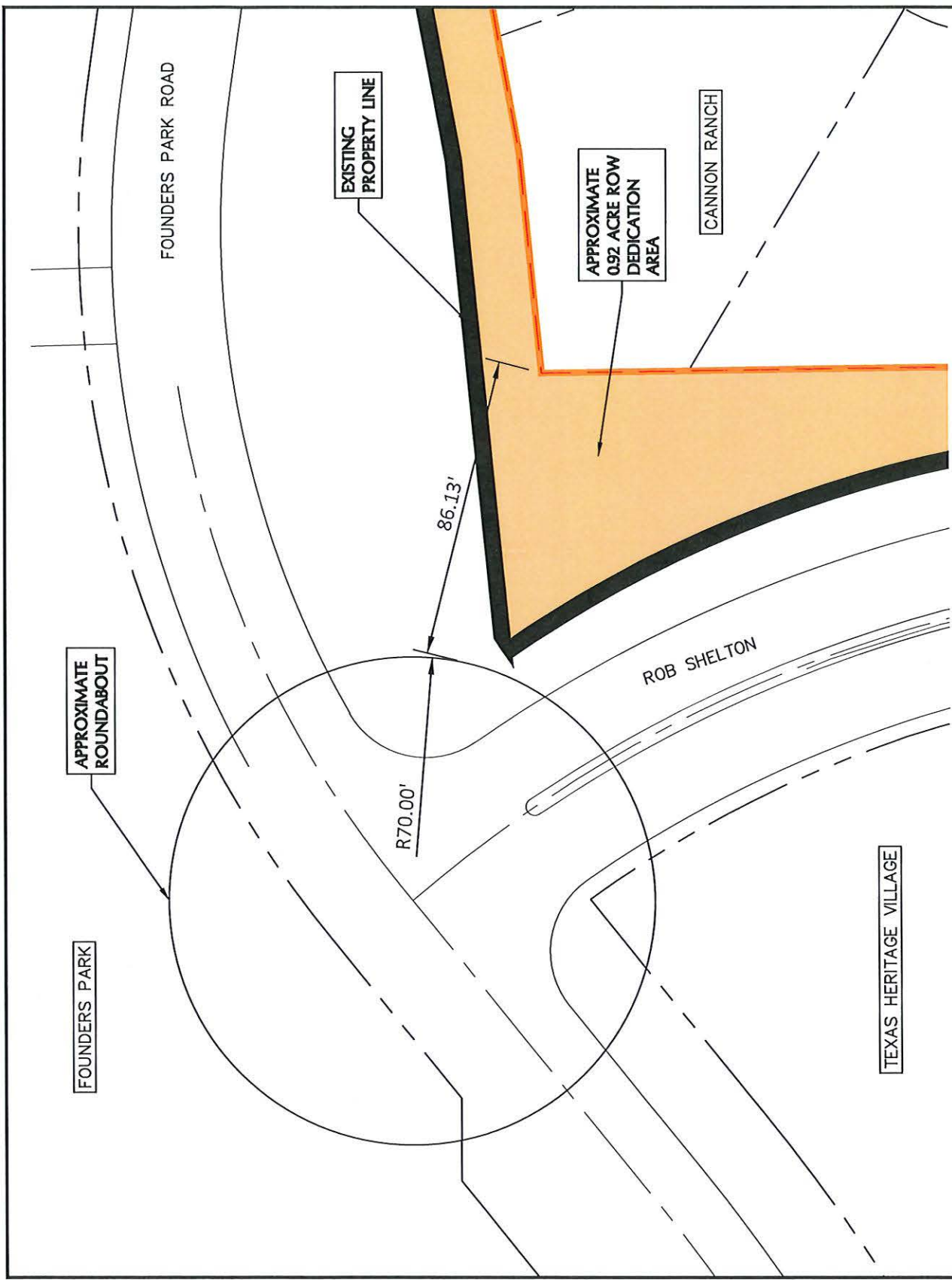
CANNON RANCH
 DRIPPING SPRINGS, TX

SHEET
EXHIBIT
 OF 1
 Project No: 98-003
 262

Scale:	1:40
Designed:	JH
Drawn:	JH
Reviewed:	JG
Date:	05/13/2021



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



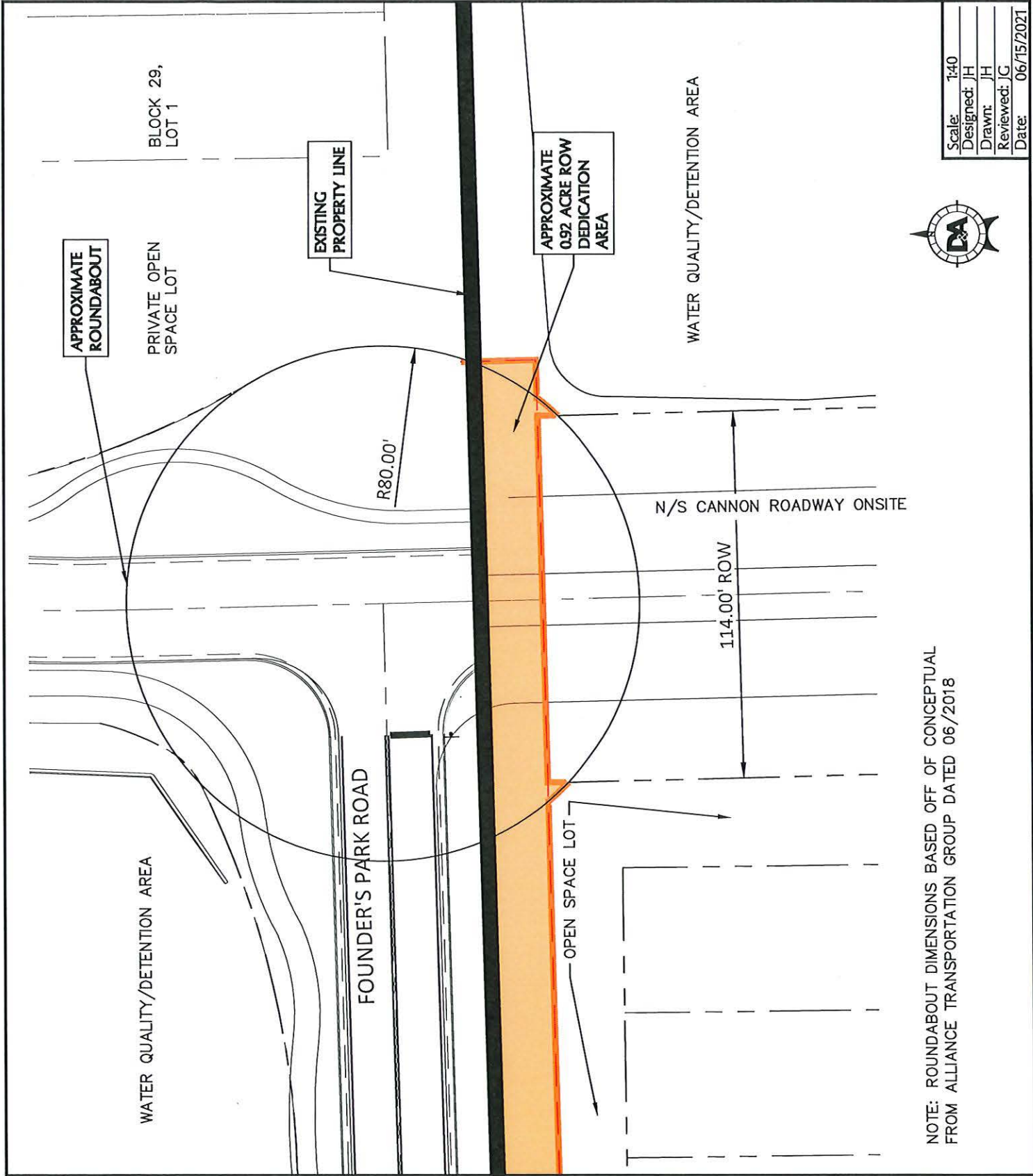
DA DOUCET & ASSOCIATES
 Civil Engineering - Entitlements - Surveying/Mapping
 7401 B. Highway 71 W, Suite 160
 Austin, Texas 78735, Phone: (512)-583-2600
 www.doucetengineers.com
 Firm Registration Number: 3937

OFFSITE ROADWAY
 AGREEMENT
 FPR & ROB SHELTON
 ROUNDABOUT

CANNON RANCH
 DRIPPING SPRINGS, TX

SHEET
EXHIBIT
 OF 1
 lect No:
 98-003
 263

Scale:	1:40
Designed:	JH
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
 264



DRIPPING SPRINGS
Texas

Ashton Woods

Laura Mueller, City Attorney

HIGHLIGHTS



DRIPPING SPRINGS
Texas

1. A 4-lane arterial will be built from Founders Park Road south to 290. An east/west collector will be constructed from the 4-lane arterial to the edge of the project.
2. Ashton Woods will improve the north section of Rob Shelton to Founders Park Road to be the same as the southern portion including a median, but with City reimbursement. The offsite road agreement gives the City the flexibility at time of cost estimate to determine whether it wants these improvements to be constructed and paid for with city funds.
3. In consideration of the proposed road improvements which exceed the project's impact, they are requesting
 - not to build a sidewalk on their property for the east/west collector,
 - not to build the pedestrian facilities (sidewalk and shared-use path) on the off-site portion of the 4-lane arterial, and
 - reimbursement for the improvements on Rob Shelton.
4. Ashton Woods has agreed to the City's design requests.

Development Standards		
	Single-family residential—Town center (SF-3)	Planned District Development
Size of Lots		
Minimum Lot area	3,500 square feet	4,600 square ft./dwelling unit
Minimum Lot Width	35 feet	40 feet (Internal); 50 feet (Corner)
Minimum Building Width	25 feet	25 feet
Setback Requirements		
Minimum Front Yard	10 feet	20 feet
Minimum Side Yard	5 feet, 7.5 feet	5 feet; 15 feet (Corner)
Minimum Rear Yard	10 feet	10 feet
Accessory Building	5 feet	5 feet
Height Regulations		
Main Building	2 ½ stories, or 40'	2 ½ stories, or 40'
Other Development Standards		
Impervious Cover	65 %	50% total, maximum 65% per lot



DESIGN OF RESIDENCES

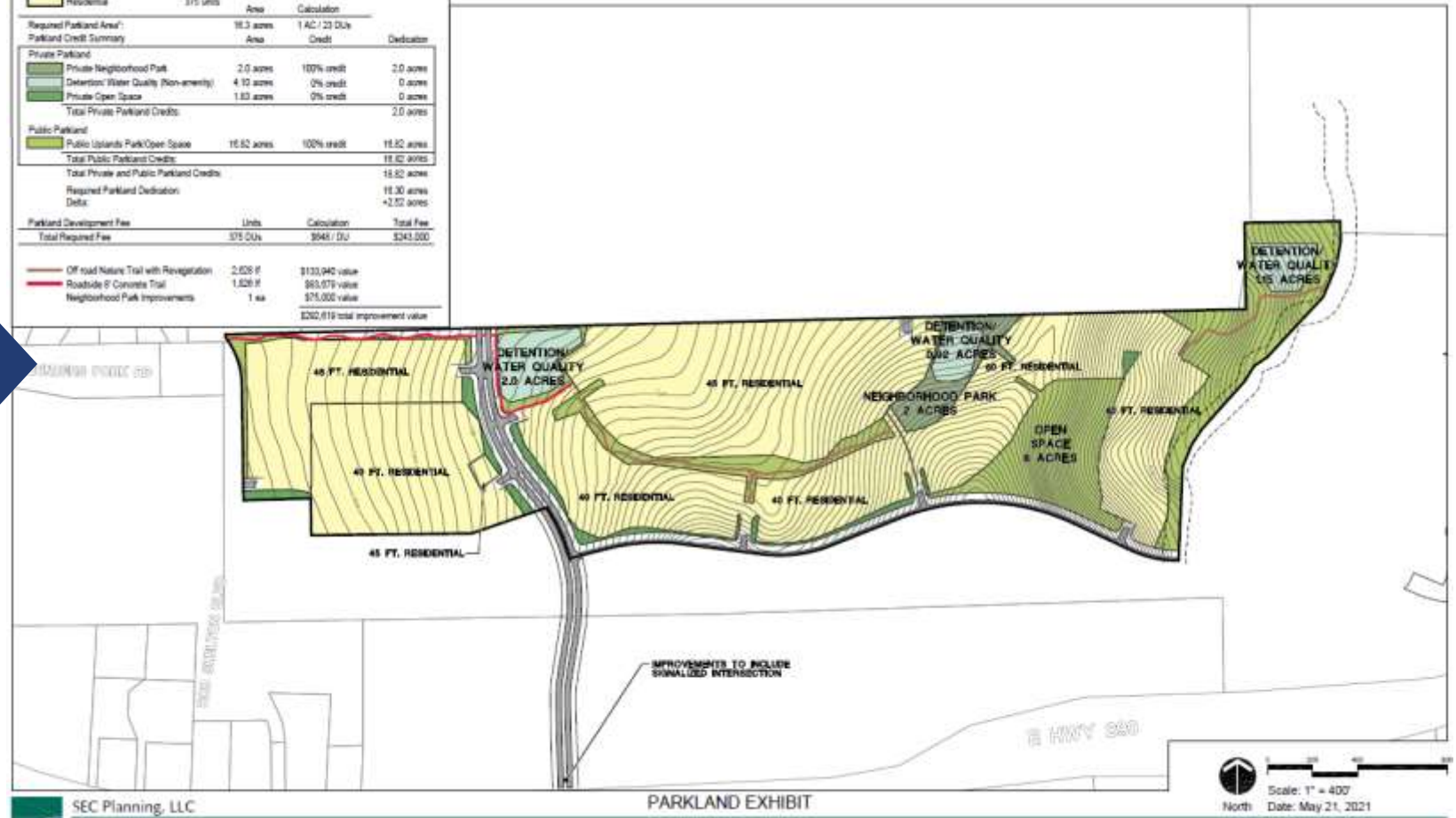
- **Materials:** Masonry, Native Stone, Brick Masonry, Stucco, and Cementitious Siding
- **Elevations:** Requires at least 2 elements and have to be different elevations near each other:
 - two wall planes on the front elevation, offset a minimum of 18 inches; covered front porches or patio; side-entry or swing-in garage entry; garage door recessed from the primary front facade a minimum of four feet; Enhanced garage door materials; Shed roof or trellis (at least 18" deep; combination of at least two roof types (e.g. hip and gable) or two different roof plane; two or more masonry finishes to compliment the architectural style of the home; and the addition of one or more dormers on the front elevation to compliment
 - the architectural style of the home.
- **Floorplans:** minimum of six (6) floorplans will be available, offering a variation of front elevations so that there is no discernable repetition in any street scape.
 - A plan can be repeated every third building pad (Example: Plan A 1, Plan B 1, Plan A 1, Plan B 2),
 - although elevations shall be different on the two houses.

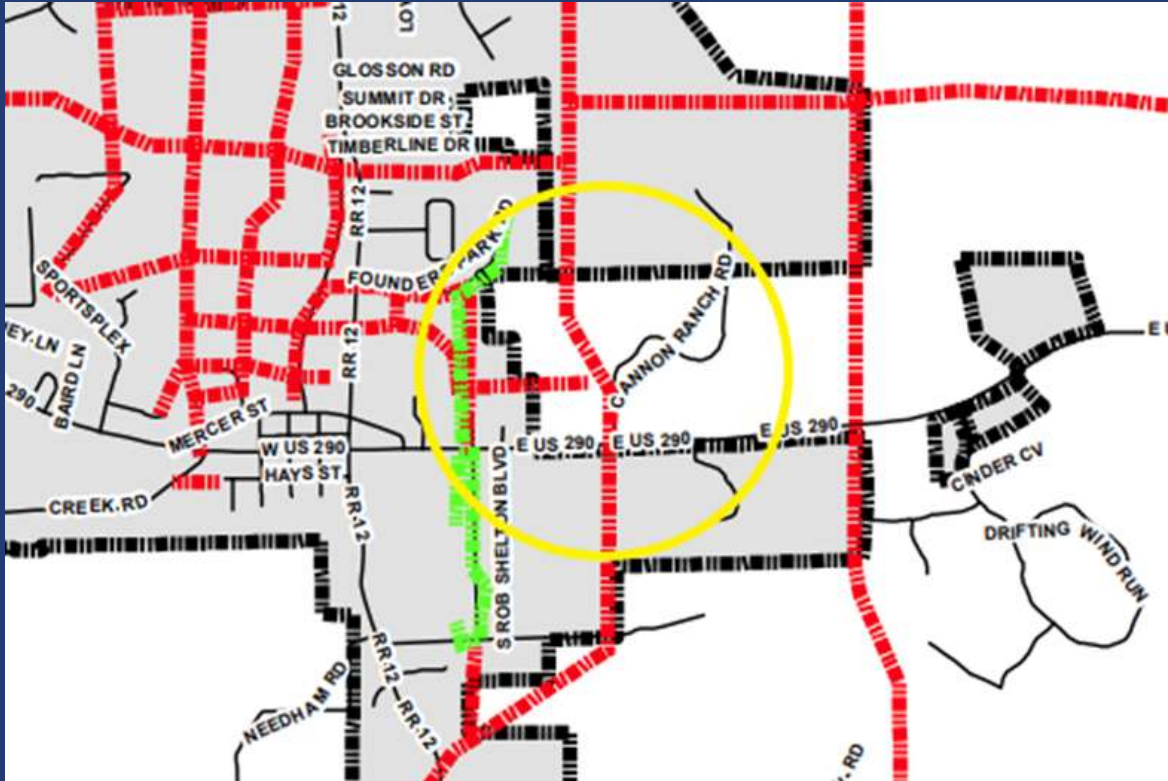
Parks

- Trail along Founders Park Road
- \$80,000 in Park Development Fee
- Neighborhood Park

Approved by Parks Committee

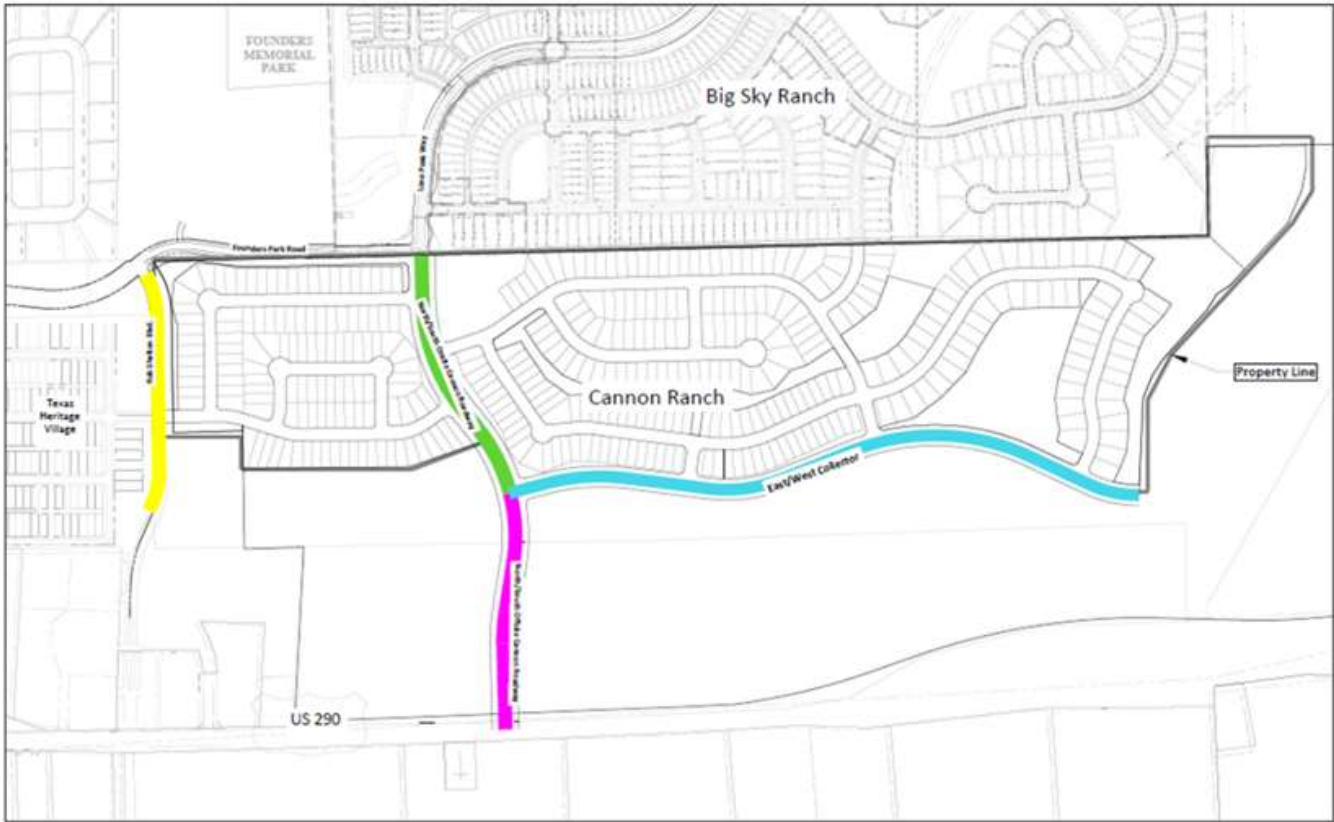
PARKLAND SUMMARY			
Residential	375 units	Area	Calculation
Required Parkland Area:		18.3 acres	1 AC / 22 DU
Parkland Credit Summary		Area	Credit
Private Parkland			
Private Neighborhood Park	2.0 acres	100% credit	2.0 acres
Detention Water Quality (Non-erect)	4.12 acres	0% credit	0 acres
Private Open Space	1.83 acres	0% credit	0 acres
Total Private Parkland Credits:			2.0 acres
Public Parkland			
Public Uplands Park/Open Space	16.62 acres	100% credit	16.62 acres
Total Public Parkland Credits:			16.62 acres
Total Private and Public Parkland Credits:			18.62 acres
Required Parkland Deduction:			18.30 acres
Delta:			+2.32 acres
Parkland Development Fee			
	Units	Calculation	Total Fee
Total Required Fee:	375 DU	\$648 / DU	\$243,000
Trail and Improvement Values			
Off road Nature Trail with Vegetation	2,028 ft	\$133,940 value	
Roadside 5' Concrete Trail	1,028 ft	\$63,075 value	
Neighborhood Park Improvements	1 ea	\$75,000 value	
		\$200,015 total improvement value	





Transportation

TRANSPORTATION



	Proposed Road Width	Existing Road Width	Proposed ROW	Existing ROW	Proposed LF
N/S Onsite Cannon Roadway (North of E/W)	48'	-	114'	-	1030
N/S Offsite Cannon Roadway (South of E/W)	48'	-	114'	-	1121
E/W Collector	24'	-	90'	-	2812
Rob Shelton	44'	22'	60'	60'	1085



DA DOUCET & ASSOCIATES
 10415 West Loop South, Suite 200
 Dallas, TX 75240, Tel: (214) 242-2400
 www.dadoucet.com
 10% Fee Number: 1000000

Transportation Option
 Proposed Recommendations

Cannon Ranch
 Dripping Springs, TX

SHEET
 1
 OF 1
 Project No.: 15040002

City Initial Request

- 4 lane Arterial to 290
- East/West Collector
- Traffic Signal
- Offsite Roadway Improvements at Rob Shelton (AW)
- Expansion of Founders Park Road with roundabouts

Current Proposal

- 4 lane Arterial to 290 (sidewalk and shared-use path onsite)
- East/West Collector
- Contribution to Traffic Signal
- Offsite Roadway Improvements at Rob Shelton (CITY) - City chooses from 4 options
- Dedicated right-of-way for future roundabouts

Approved by Transportation Committee

UTILITY AGREEMENTS

Wastewater Agreement

- 200 LUEs are immediately available (“Initial Service”).
- 50 LUEs increments at City’s discretion or Owner may use alternative method
- A total of 375 LUEs are available upon completion of the East Interceptor and the new Discharge WWTP.
- Ashton to construct all onsite facilities
- City will be constructing offsite facilities (East Interceptor).
- Impact Fees: 200 LUEs in the amount of \$7,580 per LUE.



Water Agreement

- City obtains wholesale service from WTCPUA
- City provides retail water service to Development
- Ashton constructs facilities and provides necessary easements
- 375 LUEs plus 10 LUEs for irrigation
- Ashton pays all fees on obtains all permits
- All facilities to be dedicated to City
- Pays charges to City



DRIPPING SPRINGS
Texas

QUESTIONS?





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

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: May 17, 2022

Agenda Item Wording: **Public hearing, discuss and consider approval of an Ordinance adopting City of Dripping Springs Youth Programs' Standards of Care for the City's recreational programs.**

Agenda Item Requestor: Mack Rusick, Programs & Aquatics Manager

Summary/Background: The Standards of Care are intended to be minimum standards by which the city will operate the city's youth programs. The programs operated by the city are recreational in nature and are not day care programs. Pursuant to the Texas Human Resources Code, the City is required to adopt and update standards related to the staffing ratios, staff qualifications, minimum health and safety standards, and monitoring and enforcing related to youth programs in order to maintain its exemption from state licensing. The standards should be reviewed and approved annually by the City Council after a public hearing is held.

Changes to the standards are redlined and include changing the minimum age of staff from 18 to 15 years old, changing “must” and “should” to “shall”, changing the name of the summer camp to Coyote Kids Nature Camp, and adding other city day camps to the youth programs covered by the standards.

Commission Recommendations: N/A

Recommended Council Actions: Recommend approval.

Attachments: Ordinance adopting the Standards of Care, revised Standards of Care.

Next Steps/Schedule: Publish on Municode, review standards with camp staff, and provide the revised standards to parents/guardians of registered campers.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2022-_____

AN ORDINANCE AMENDING ARTICLE 16.02; DIVISION 3: YOUTH PROGRAMS' STANDARDS OF CARE; CHAPTER 16: PUBLIC WAYS AND PLACES IN THE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; AMENDMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to have and support youth programs in the City of Dripping Springs, Texas ("City"); 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 Human Resources Code Section 42.041(b)(14) the City is required to adopt and update standards related to the staffing ratios, staff qualifications, minimum health and safety standards, and monitoring and enforcing related to youth programs in order to maintain its exemption from state licensing; and

WHEREAS, it is hereby declared by the City Council that minimum safety and staffing standards for its youth programs is necessary and in the public's welfare; and

WHEREAS, the requirements within the ordinance are adopted to affect the purposes stated above; and

WHEREAS, the City Council finds that the amendments imposed by this Ordinance are reasonable, necessary, and proper for the good government of the City; and

WHEREAS, the City Council had a meeting and a public hearing on May 17, 2022 and recommended approval; and

WHEREAS, the City Council finds that the amendment proposed is reasonable, necessary, and proper for the good government of the City of Dripping Springs.

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

1. FINDINGS OF FACT

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

2. AMENDMENT

Article 16.02 as currently adopted is amended so to read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

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

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication of caption.

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 17th day of May 2022, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of the City of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A”

CODE OF ORDINANCES
Chapter 16 - PUBLIC WAYS AND PLACES
ARTICLE 16.02. - PARKS AND RECREATION
DIVISION 3. YOUTH PROGRAMS' STANDARDS OF CARE

DIVISION 3. YOUTH PROGRAMS' STANDARDS OF CARE

Sec. 16.02.101. Title.

This division shall be cited as the "standards of care ordinance."

Sec. 16.02.102. Purpose.

The following standards of care are intended to be minimum standards by which the city will operate the city's youth programs. These are the basic child care regulations for programs operated by the city. The programs operated by the city are recreational in nature and are not day care programs. This will allow the city to qualify as being exempt from the requirement of the Texas Human Resources Code. The city is not licensed by the state to offer day care programs.

Sec. 16.02.103. Applicability.

These standards apply to all youth programs offered by the city.

Sec. 16.02.104. Definitions.

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

Camp counselor: The city staff that has been hired or volunteered to work for the city and have been assigned responsibility for managing, administering, or implementing some or all portions of the city's youth programs. This definition also includes camp director.

Camp director: The city staff that has been hired or volunteered to work for the city and have been assigned responsibility for managing, administering, or implementing some or all portions of the city's youth programs.

City: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas, and includes any official, agent or employee acting on behalf of the city.

City park or park: The city parks identified below and any land now or hereafter dedicated by the city as a municipal park.

Commission: The city's parks and recreation commission (aka, "parks and rec") or any successor entity.

Department: City of Dripping Springs.

Parent(s): One or both parents(s) or guardian(s) who have legal custody and authority to enroll their child(ren) in the city youth program.

Park: Drippings Springs Ranch Park, the site at which any city youth program may be hosted.

Participant: A youth whose parent(s) or guardian(s) have completed all required registration procedures and determined to be eligible for a city youth program.

Program manual: Notebook of policies, procedures, required forms, and organizational and programming information relevant to the city's youth programs.

Programs site: Area or facilities where the city youth programs are held.

Youth program(s): The city's youth programs consisting of the summer day camp program which lasts one week (five days) or longer and other city day camp programs.

Sec. 16.02.105. General information/administration.

- (a) Organization. The governing body of the city's youth programs is the city council.
- (b) Implementation. Implementation of the youth programs standards of care is the responsibility of the city administrator and the program director overseeing the recreation programs.
- (c) Application. Programs to which these standards of care will apply are: Coyote Kids Nature Camp, other city camp ~~LASSO summer day camps~~.
- (d) Access to standards.
 - (1) Each site will have available for public and staff review a current copy of the standards of care.
 - (2) Parents will be provided a copy of the current standards of care upon request.
- (e) Program objectives for youth programs.
 - (1) To offer a program of varied recreational activities appropriate for children, such as but not limited to those programs that are related to nature, arts and crafts, sports and games, education, drama, special events, and other such activities designed for elementary age children.
 - (2) To provide an encouraging atmosphere emphasizing positive development of physical skills, emotional growth and self-confidence.
 - (3) To provide a pleasant, memorable, educational and fun recreational experience in a positive environment.

- (4) To provide a safe environment; always promoting good health and welfare for all.
- (5) To educate, instill self-confidence, teach teamwork skills and inspire kids to use their leisure time wisely through outdoor education and recreation, in an effort to meet emotional, physical and social needs.
- (f) Exemption status. Once an exempt status is established, the licensing division will not monitor the recreational program. The licensing division will be responsible for investigating complaints of unlicensed child care and for referring other complaints to the municipal authorities or, in the case of abuse/neglect allegation, to the local law enforcement authorities.
- (g) Standards of care review. Standards will be reviewed annually and approved by the city council after a public hearing is held to pass an ordinance regarding section 42.041(b)(14) of the Human Resources Code.
- (h) Child care licensing. Child care licensing will not regulate these programs nor be involved in any complaint investigation related to the program.
- (i) Complaints. Any parent, visitor or staff may register a complaint by calling the city office at (512) 858-4725, Monday through Friday, 8:00 a.m. to 5:00 p.m.

Sec. 16.02.106. Staffing.

- (a) Requirements.
 - (1) Program staff must be at least ~~15~~8 years old.
 - (2) All program staff ~~should~~shall possess or complete prior to the beginning of camp, the following certifications from a nationally recognized organization in the following areas:
 - (A) Community CPR or the equivalent.
 - (B) First aid.
 - (3) Staff ~~must~~shall complete the mandatory training program for the day camp.
 - (4) Staff must exhibit competency, good judgment and self-control throughout the duration of camp.
 - (5) Staff ~~shall~~should relate to the children with courtesy, respect, acceptance and patience.
 - (6) Staff shall not abuse or neglect children.
 - (7) Staff will be evaluated at least once during the summer prior to the completion of camp. Evaluations will be reviewed with the camp counselors to discuss any area of improvement or suggestions.

- (b) Criminal background checks will be conducted on prospective ~~summer~~-day camp employees 18 years and older. An applicant may be disqualified if they have a criminal conviction.
- (c) A prospective employee may be subject to a drug test prior to hiring to the extent allowed by law.
- (d) The state-required ratio for number of children (ages five to 13) may not exceed 12:1 children to staff.
- (e) Participants with special needs requiring personal assistance, i.e., feeding, changing of clothes, using the restroom, must provide an attendant for the duration of the program. Program staff will not provide personal assistance. The attendant will be admitted to the program free of charge.

Sec. 16.02.107. Facility standards.

- (a) Safety measures .
 - (1) First-aid kits and infection control kits ~~should~~shall be available at the site at which the participants are engaged in program activities.
 - (2) First-aid guidelines ~~should~~shall be on file, and available at the site, and include:
 - (A) CPR/rescue breathing sequence guidelines.
 - (B) First-aid review.
 - (C) Medical emergency procedures.
 - (3) In a situation where evacuation is necessary, the first priority of staff is to make sure all participants are in a safe location.
 - (4) A disaster and evacuation procedure ~~shall~~should be posted at the facility.
 - (5) If the site is a building, the site ~~shall~~should be provided with clearly marked exits for use in emergency.
- (b) Inspections .
 - (1) The facility ~~shall~~should generally be kept reasonably free of insects, rodent and stray animals.
 - (2) Program employees will inspect sites daily for any sanitation or safety concerns. Those concerns should be passed on to the supervisor immediately.
- (c) Health and sanitation .
 - (1) The facility ~~must~~shall have a sufficient number of restrooms, which are maintained in good repair, equipped for independent use by children, and designed to permit staff supervision as needed.
 - (2) The site ~~must~~shall have an adequate supply of water and it will be readily available to all participants in a safe and sanitary manner.

Sec. 16.02.108. Service standards.

This information will be provided to each staff member as a part of the day camp staff manual.

- (1) Appearance and behavior .
 - (A) Staff will wear name badges that are clearly visible.
 - (B) Appropriate shirts, shorts, and tennis shoes are to be worn at all times. No tube tops allowed, shorts should be at a respectable length, no cutoffs.
 - (C) No clothing should bear any inappropriate logos, phrases, or pictures.
 - (D) Any staff member, who does not adhere to the dress code, will be sent home for the day without pay.
 - (E) Cell phone use is allowed only when the staff is on an approved break, when there are emergency circumstances, or when approved by the camp director.
- (2) Communication with parents .
 - (A) Staff will keep parents continuously informed of activities and schedules. A weekly schedule will be posted at the park and in the city office.
 - (B) Camp participants and parents will be treated with respect at all times.
 - (C) Staff will note details of behavior of participants and update parents as much as possible.
- (3) Additional staff responsibilities .
 - (A) Staff will monitor the sign in/out log at all times.
 - (B) Staff will spend 100 percent of their time actively involved with participants and/or parents.
 - (C) Staff will make an attempt to answer any complaints at the site and resolve all problems in a timely fashion. Situations that cannot be resolved on site by staff will be passed to a supervisor immediately and be investigated within 24 hours.
 - (D) Camp staff will clean the program area after each activity.

Sec. 16.02.109. Operational issues.

- (a) Emergency phone numbers are kept with the day camp director at all times. These numbers will include the nearest fire, police, and ambulance services.
- (b) A day camp program manual is given to every day camp director and counselor. An additional manual will be located at each site where all staff can have access to the manual. The manual will contain the following information:

-
- (1) Discipline issues.
 - (2) City rules and regulations.
 - (3) Forms that must be filled out.
 - (4) Service standards.
 - (5) Game/activity leadership.
 - (6) Ways to interact with children.
- (c) Sign-in/out sheets will be used every day. Only adults listed on sign-in/out release will be allowed to pick up children. An authorized person must enter the building, present appropriate identification and sign the sheet in order for staff to release the child.
- (d) Parents will be notified regarding planned field trips and provided the required release forms.
- (e) Enrollment information will be kept and maintained on each child and shall include:
- (1) Child's name, birth date, home address, home telephone number, physician's phone number and the appropriate daytime contact information where parents can be reached during normal business hours.
 - (2) Names and telephone numbers of persons to whom the child can be released.
 - (3) Liability waiver.
 - (4) Statement of the child's special problems and/or needs, including but not limited to any known allergies.
 - (5) Designation of need for reasonable accommodations.
 - (6) Signed acknowledgement of program code of conduct.
- (f) Staff shall immediately notify the parent or other person authorized by the parent when the child is injured or has been involved in any situation that placed the child at risk.
- (g) Staff shall notify parents or authorized persons of children in the facility when there is an outbreak of a communicable disease in the facility that is required to be reported to the county department of health. Staff must notify parents of children in a group when there is an outbreak of lice or other infestation in the group.

Sec. 16.02.110. Behavior management and discipline procedures.

- (a) Program employees will implement discipline and guidance in a consistent manner based on an understanding of individual needs and development with the best interest of program participants in mind.
 - (b) There will be no harsh, cruel, or corporal punishment used as a method of discipline.
 - (c) Program employees may use brief, supervised separation from the group if necessary. Children will be aware of all camp rules prior to the start of any activity. Their
-

understanding of the rules is an integral part of behavior management. When negative behavior occurs they will know there is a consequence for the chosen action.

- (d) Incident reports will be filled out on any disciplinary cases, and information is to be shared with parents when picking up the child (or sooner when extreme cases occur). Parents will be asked to sign the incident report to indicate they have been advised about specific problems and/or negative behaviors.
- (e) A sufficient number and/or severe nature of discipline reports as detailed in the program manual may result in a participant being suspended from the program. Parents/guardians will be contacted to pick up their child immediately.
- (f) In instances where there is danger including physical harm or threat of physical harm to participants, staff, or themselves, the offending participant(s) will be removed from the program immediately. Parent(s) or guardian(s) will be contacted to pick up the child immediately.

Sec. 16.02.111. Illness or injury.

- (a) Participants shall have and maintain immunizations in accordance with those required by the state department of health for public school attendance according to age.
- (b) Parents shall be notified in cases of illness or injury.
- (c) When an incident occurs that results in an injury, an incident report shall be filled out immediately after the incident.
- (d) A child who is ill or injured shall be supervised until the parent or other authorized adult removes the child from the site.
- (e) In the event of suspected abuse, program employees will report suspected abuse or neglect in accordance with the Texas Family Code. In the case where a city employee is involved in an incident with a child that could be construed as child abuse, the incident must immediately be reported to the camp director, who will immediately notify the county's sheriff's department and any other agency as may be appropriate.
- (f) State law requires the staff of youth programs to report any suspected abuse or neglect of a child to the state department of family and protective services or law enforcement agency. Failure to report suspected abuse is punishable by fines up to \$1,000.00 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.
- (g) Program staff will receive basic training related to child abuse prevention and how to report suspected abuse.

Sec. 16.02.112. Monitoring and distribution.

- (a) The camp director is to confirm and ensure the standards of care are being adhered.

-
- (b) The camp director in charge of these programs will make visual inspections of all program sites on a biweekly basis and make a report if necessary to be sent to the city administrator.
 - (c) The department shall post and make available copies of these standards and the rules adopted pursuant to this section.
 - (d) The department shall notify the parents of each prospective participant that the recreational programs are not licensed by the state. The program may not, and will not, be advertised as any type of child care facility.
 - (e) The camp director shall submit an annual report on the camp to the city administrator within 30 days of the end of the camp. The report shall include standards of care compliance issues and changes recommended for the next year.

Secs. 16.02.113—16.02.160. Reserved.



To: Dripping Springs City Council
From: Tory Carpenter, AICP – Senior Planner
Date: May 17, 2022
RE: Ordinance Update – Subdivision Refiling Review Times

I. Overview

The adoption of Texas House Bill 3167 in 2019 required that cities follow strict timelines for plat and site plan reviews. Shortly thereafter, the City updated the subdivision ordinance to reflect these required timelines.

Currently, the code allows for a 30-day review period for the first round of plan submittals and 15 days for the second round of submittals. If staff does not approve the plans on the second submittal, the applicant is required to pay a resubmittal fee of 25% of the original fee amount and the plans are subject to a 30-day review.

While our codes and procedures follow State requirements, staff finds that the longer timelines and additional fees for a third submittals burden both applicants and staff. This proposed subdivision ordinance update would remove the resubmittal fee and make each submittal after the first submittal subject to a 15-day review.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. [REDACTED].

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 28: SUBDIVISIONS AND SITE DEVELOPMENT; ARTICLE 28.04: SITE DEVELOPMENT; AND CHAPTER 28: SUBDIVISIONS AND SITE DEVELOPMENT: EXHIBIT “A” SUBDIVISION ORDINANCE FOR RESUBMISSION OF SITE DEVELOPMENT PERMITS AND PLATS AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

WHEREAS, the City desires to regulate the submission and resubmission of plat and site plan applications; and

WHEREAS, pursuant to Chapter 212 of the Texas Local Government Code, a city may establish subdivision regulations for the purpose of promoting the public health, safety, morals, or general welfare; and

WHEREAS, the City has found the regulation of the submission and resubmission of plats and site plans to be in the best interest of all applicants and residents; and

WHEREAS, the City seeks to amend the Subdivision and Site Development Ordinance as it relates to submission and resubmission of site plan and plat applications; and

WHEREAS, the proposed subdivision amendment has been reviewed by City staff, including the City’s Land Planner, with the consensus being that the proposed changes are consistent with best planning practices and consistent with the Comprehensive Plan and Chapter 212 of the Texas Local Government Code; and

WHEREAS, after public hearing held by the City Council on May 17, 2022 the City Council voted to _____ the amendment; and

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

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

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Chapter 28: Subdivision and Site Plans; and Chapter 28: Subdivision and Site Plans: Exhibit “A” Subdivision Ordinance of the Dripping Springs Code of Ordinances are hereby amended to read in accordance with *Attachment “A”* and which are attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes. Additions to the Ordinance text are underlined and highlighted and deletions are struck-through.

3. REPEALER

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

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

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

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

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"

CHAPTER 28: SUBDIVISION AND SITE DEVELOPMENT

ARTICLE 28.04 - SITE DEVELOPMENT

* * *

Sec. 28.04.011. - Approval process; modifications.

* * *

(d) Action by city administrator .

* * *

(5) If the applicant amends its filed plan application in response to the city's initial disapproval, the applicant may file its amended application at the city on a date or day on which the city is accepting amended filings. The city will then have up to 15 days to approve or disapprove the amended application. The city administrator may either: (A) approve plan if the response adequately addresses each reason for the disapproval; or (B) disapprove plan if the response does not adequately address each reason for disapproval or creates new reasons for a violation of a statute or city ordinance. Any disapproval shall include a written statement of the reasons for disapproval that clearly articulates the reason for disapproval including citation to the law, including a statute or city ordinance, that is the basis for the disapproval. ~~Any plan that is disapproved after the city has reviewed the response in the form of an amended application may be resubmitted to be processed under the 15-day timeline delineated in this section. refiled at any time as a new site plan application.~~

EXHIBIT A: SUBDIVISION ORDINANCE

Section 3: Procedures

* * *

3.10.3. If the applicant amends its filed plat application in response to the planning and zoning commission's initial disapproval, the applicant may file its amended application at the city on a date or day on which the city is accepting amended filings. The city will then have up to 15 days to approve or disapprove the amending plat application. The planning and zoning commission may either: (1) approve plat if the response adequately addresses each reason for the disapproval; or (2) disapprove plat if the response does not adequately address each reason for disapproval or creates new reasons for a violation of a statute or city ordinance. Any disapproval shall include a written statement of the reasons for disapproval that clearly articulates the reason for disapproval including citation to the law, a statute or city

ordinance, that is the basis for the disapproval. ~~Any~~ plat that is disapproved after the city has reviewed the response in the form of an amended application may be resubmitted to be processed under the 15 day timeline delineated in this section. ~~refiled at any time as a new plat application.~~

* * *

Section 8: Amended Plats

8.3.3. If the applicant amends its filed plat application in response to the city administrator's initial disapproval, the applicant may file its amended application at the city on a date or day on which the city is accepting amended filings. The city will then have up to 15 days to approve or disapprove the amending plat application. The city administrator may either: (1) approve plat if the response adequately addresses each reason for the disapproval; or (2) disapprove plat if the response does not adequately address each reason for disapproval or creates new reasons for a violation of a statute or city ordinance. Any disapproval shall include a written statement of the reasons for disapproval that clearly articulates the reason for disapproval including citation to the law, a statute or city ordinance, that is the basis for the disapproval. ~~Any~~ plat that is disapproved after the city has reviewed the response in the form of an amended application may be resubmitted to be processed under the 15 day timeline delineated in this section. ~~refiled at any time as a new plat application.~~

Section 10: Minor Plats

10.4.3. If the applicant amends its filed plat application in response to the city administrator's initial disapproval, the applicant may file its amended application at the city on a date or day on which the city is accepting amended filings. The city will then have up to 15 days to approve or disapprove the amending plat application. The city administrator may either: (1) approve plat if the response adequately addresses each reason for the disapproval; or (2) disapprove plat if the response does not adequately address each reason for disapproval or creates new reasons for a violation of a statute or city ordinance. Any disapproval shall include a written statement of the reasons for disapproval that clearly articulates the reason for disapproval including citation to the law, a statute or city ordinance, that is the basis for the disapproval. ~~Any~~ plat that is disapproved after the city has reviewed the response in the form of an amended application may be resubmitted to be processed under the 15 day timeline delineated in this section. ~~refiled at any time as a new plat application.~~



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

Submitted By: Laura Mueller, City Attorney; Sarah Cole, Building Official; Tory Carpenter, Senior Planner

Council Meeting Date: May 12, 2022

Agenda Item Wording: **Discuss and consider approval of an Amendment to the City of Dripping Springs Fee Ordinance including for unauthorized occupancy and for resubmittal fees for Plats and Site Plans.**

Agenda Item Requestor: Sarah Cole and Tory Carpenter

Summary/Background:

The Building Department has seen an increasing number of homes that are being occupied by new homeowners prior to an issuance of Certificate of Occupancy. This is a violation of City ordinance and the adopted building code. It seems contractors have been closing with just a building final inspection report rather than waiting to receive a Certificate of Occupancy. Certificates of Occupancy are issued after an exterior lighting inspection has been passed. This is to ensure compliance with the outdoor lighting ordinance. This has been such an excessive occurrence that goes without repercussion.

Unfortunately, the lack of staff and staff time is the reason why these issues are not escalated through code enforcement process and Municipal Court. The tasks required and staff time that is already dedicated to addressing this issue within the department is excessive and takes away from other daily duties and productivity. With this proposed fee the City can keep contractors and developers liable for completing out a building project correctly. Should these occurrences continue, staff will be able to charge the Unauthorized Occupancy Fee to builders through an invoice. The contractor would be required to resolve the outstanding balance prior to receiving a Certificate of Occupancy and closing out the permit.

The adoption of Texas House Bill 3167 in 2019 required that cities follow strict timelines for plat and site plan reviews. Shortly thereafter, the City updated the subdivision ordinance to reflect these required timelines.

Currently, the code allows for a 30-day review period for the first round of plan submittals and 15 days for the second round of submittals. If staff does not approve the plans on the second submittal, the applicant is required to pay a resubmittal fee of 25% of the original fee amount and the plans are subject to a 30-day review.

While our codes and procedures follow State requirements, staff finds that the longer timelines and additional fees for a third submittals burden both applicants and staff. This proposed subdivision ordinance update would remove the resubmittal fee and make each submittal after the first submittal subject to a 15-day review.

**Commission
Recommendations:**

N/A

**Recommended
Council Actions:**

Approval of Fee Schedule.

Attachments:

Fee Schedule Amendment

Next Steps/Schedule:

If approved, fee schedule amendment will be published in the newspaper and it will become effective once published.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2022-_____

AN ORDINANCE AMENDING APPENDIX A: ARTICLE A1.000 (GENERAL PROVISIONS) OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING THE DRIPPING SPRINGS FEE SCHEDULE SECTION 3: SITE DEVELOPMENT; SECTION 4: SUBDIVISION; SECTION 7: RESIDENTIAL BUILDING CODE; AND SECTION 8: COMMERCIAL BUILDING CODE; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER, SEVERABILITY; PUBLICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to provide for reasonable fees, including for building and planning review of documents and occupancy; and

WHEREAS, the City Council finds that the attached schedule of fees is reasonable and prudent considering the municipal resources expended in the furtherment of building and planning; and

WHEREAS, the fees approved and instituted by this ordinance are consistent with, and in accordance with, the annual budget for the City; 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.

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Appendix A, Article A1.000 of the City of Dripping Springs Code of Ordinances, Sections 3, 4, 7, and 8 are amended to read in accordance with Attachment “A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated within Attachment “A”.

3. REPEALER

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

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

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

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

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A”

SECTION 3. SITE DEVELOPMENT

~~3.9 Refiling Fee (for site development applications that are disapproved after resubmittal where the same project is refiled within twelve months of disapproval): 25% of the base fee paid for Site Development Permit Application plus any consultant or other fees required for the review of the filing.~~

SECTION 4. SUBDIVISION

~~4.22 Refiling Fee (for plat applications that are disapproved after resubmittal where the same project is refile within twelve months of disapproval): 25% of the base fee paid for Plat Application plus any consultant or other fees required for the review of the filing.~~

SECTION 7. RESIDENTIAL BUILDING CODE

7.10 Unauthorized Occupancy Fee (occupying building without certificate of occupancy. \$500.00)

SECTION 8. COMMERCIAL AND MULTI-FAMILY BUILDING CODE

8.7 Unauthorized Occupancy Fee (occupying building without certificate of occupancy. \$500.00)



To: Dripping Springs City Council
From: Tory Carpenter, AICP – Senior Planner
Date: May 17, 2022
RE: Special Event Facility

I. Overview

Staff has been approached by prospective applicants interested in operating wedding venues within the Dripping Springs City Limits. After exploring the land use chart and definitions in the zoning ordinance, staff found that this use is not listed. Per section E.1.1(c) of the zoning ordinance, if a use is not listed then it is not allowed in any zoning district. The purpose of this text amendment is to allow wedding venues and other similar uses in commercial districts after approval of a Conditional Use Permit. At their meeting on April 26, the Planning and Zoning Commission voted unanimously to approve the text amendment. The Commission’s recommended changes are shown in red below.

II. Summary of Zoning Ordinance Update

1. Use Title & Definition

***Special Event Facility** - An establishment and/or premises which is reserved by individuals or groups via appointment for limited engagement(s) to accommodate gatherings and functions, both private and public, including, but not limited to, banquets, weddings, anniversaries, receptions, and other similar celebrations. Such a use is authorized but is not required to include~~Such a use may or may not include~~: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premises consumption, only during scheduled events and not open to the general public; and 3) outdoor gardens or reception facilities.*

2. Land Use Chart Update

	AG	SF-1	SF-2	SF-4	SF-5	MR-1	O	LR	GR	CS	HO	I	GUI	PR	PP
Special Event Facility									C	C	C				

CITY OF DRIPPING SPRINGS

ORDINANCE NO. _____.

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 30: ZONING: EXHIBIT A: ZONING ORDINANCE AND APPENDIX E: ZONING USE REGULATIONS (CHARTS) FOR SPECIAL EVENT FACILITIES; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

WHEREAS, the City desires to regulate the development of special event facilities as to location and use; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, a city may establish zoning regulations for the purpose of promoting the public health, safety, morals, or general welfare; and

WHEREAS, the City has found the regulation of the location of special event facilities to be in the best interest of promoting comfortable enjoyment of residential neighborhoods; and

WHEREAS, the City seeks to amend the Zoning Ordinance as it relates to special event facilities as to the location of the facilities in the City; and

WHEREAS, the proposed zoning amendment has been reviewed by City staff, including the City's Land Planner, with the consensus being that the proposed changes are consistent with best planning practices and consistent with the Comprehensive Plan; and

WHEREAS, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on April 26, 2022 to consider the proposed amendment and the Planning and Zoning Commission recommended _____ of the proposed change; and

WHEREAS, after public hearing held by the City Council on May 3, 2022 the City Council voted to _____ the recommendation of the Planning and Zoning Commission; and

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

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

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Chapter 30, Exhibit “A” Zoning Ordinance and Appendix “E” Zoning Use Regulations of the Dripping Springs Code of Ordinances are hereby amended to read in accordance with *Attachment “A”* and which are attached hereto and incorporated into this Ordinance and the City Code for all intents and purposes. Additions to the Ordinance text are underlined and highlighted and deletions are struck-through.

3. REPEALER

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

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

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

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

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT “A”

CHAPTER 30: ZONING

EXHIBIT A: ZONING ORDINANCE

Section 1: General Provisions

* * *

1.6 Definitions

* * *

Special Event Facility - An establishment and/or premises which is reserved by individuals or groups via appointment for limited engagement(s) to accommodate gatherings and functions, both private and public, including, but not limited to, banquets, weddings, anniversaries, receptions, conferences, markets, and other similar celebrations. Such a use is authorized but is not required to include: 1) kitchen facilities for the preparation or catering of food; 2) the sale of alcoholic beverages for on-premises consumption, only during scheduled events and not open to the general public; and 3) outdoor gardens or reception facilities.

* * *

APPENDIX E. - ZONING USE REGULATIONS (CHARTS)

	Residential Uses						Nonresidential Uses								
PERSONAL AND BUSINESS SERVICES	AG	SF-1	SF-2	SF-4	SF-5	MF-1	O	LR	GR	CS	HO*	I	GUI	PR	PP
<u>Special Event Facilities</u>									<u>C</u>	<u>C</u>	<u>C</u>				



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

Submitted By: Andrea Cunningham, City Secretary

Council Meeting Date: May 17, 2022

Agenda Item Wording: **Discuss and consider approval of the Appointment of one member to the Emergency Management Commission for an at-large seat with an unexpired term ending January 1, 2023.**

Agenda Item Requestor: Bonnie Humphrey, Emergency Management Commission Chair

Summary/Background: The Emergency Management Commission is a twelve-member advisory commission tasked with recommending policies and the application of policies for the development and implementation of an emergency management plan for the city and ETJ. The Committee is responsible for development, implementation, and review of the city's emergency management planning for disasters. The Committee is also responsible for providing information and training on emergency management response.

Members of the Emergency Management Commission are selected at-large (3 seats), and as representatives of the following organizations that are integral in the operation of the Emergency Management Program:

- 2 seats - Emergency Response (Fire, EMS, Law Enforcement)
- 1 seat - Business Community/Chamber of Commerce
- 1 seat - Dripping Springs Independent School District
- 1 seat - Nonprofit Organization
- 1 seat - Volunteer Services Organization
- 1 seat - City of Dripping Springs Emergency Planning Coordinator
- 1 seat - Hays County Representative
- 1 seat - Hays County Precinct No. 4 Constable

On May 10, 2022, Commissioner Kay Allen submitted her resignation letter for her at-large effective immediately and vacating a term set to expire January 1, 2023. Additionally, there is a vacancy for the DSISD Representative, generally reserved for the districts Emergency Manager. At this time the district is working on filling the position and I will bring that appointment for consideration at a later meeting date.

Current Commission Membership

<i>Member</i>	<i>Term</i>	<i>Seat Description</i>
Roman Baligad	NA	EM Coordinator
Scott Collard	1/1/23	Emergency Response
Doug Fowler	1/1/23	Emergency Response
Bonnie Humphrey, Chair	1/1/24	Business Community
Russell Paxton	1/1/24	Nonprofit Organization
Gordon DeWitte	1/1/24	Volunteer Services
Mike Jones	1/1/24	Hays County Representative
Ron Hood	1/1/23	Precinct 4 Constable
Vacancy 2	1/1/23	At-Large
Bill Little, Vice Chair	1/1/24	At-Large
Dillon Polk	1/1/23	At-Large
Vacancy 1	1/1/24	DSISD Representative

Two applications for appointment have been received:

- Sandra Barber
- Jason McNutt

**Commission
Recommendations:**

Chair Humphrey interviewed both candidates and is recommending the appointment of Jason McNutt.

**Recommended
Council Actions:**

Staff recommends the selection of one application to fill the at-large vacancy with an unexpired term ending January 1, 2023.

Attachments:

1. Chair Humphrey's recommendation
2. Sandra Barber Application
3. Jason McNutt Application

Next Steps/Schedule:

1. Notify applicants of Council decision – welcome letters and denial letters
2. Update website and master roster
3. Notify commission of appointments and send updated roster
4. Send meeting calendar invite to appointees

Project Status Report

Permits Created From 3/31/2022 to 5/2/2022

Generated 5/2/2022 3:08:28 PM

Item 22.

Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
2022-35	Closed	, Dripping Springs, TX 78620	Street and ROW Maint. (Apr. WO's)	16614314	N/A	Street/Roads	Work Planned	Completed	Sonny Garza	04/19/2022
				16704242	N/A	Street/Roads	Work Planned	New	Sonny Garza	
				16614378	N/A	Street/Roads	Work Planned	Completed	Riley Sublett	04/06/2022
				16614391	N/A	Street/Roads	Work Planned	Completed	Johnathon Hill	04/06/2022
2022-36	Open	511 Mercer St., Dripping Springs, TX 78620	City Hall (Apr. WO's)	16614322	N/A	N/A	Work Planned	Completed	Johnathon Hill	04/06/2022
				16703977	N/A	N/A	Work Planned	New	Sonny Garza	
2022-37	Closed	419 Founders Park Rd., Founders Memorial Park, TX 78620	Founders Park (Apr. WO's)	16649254	N/A	Parks	Work Planned	New	Jim Bass	
				16649266	N/A	Parks	Work Planned	New	Jim Bass	
				16649282	N/A	Parks	Work Planned	New	Jim Bass	
				16614921	N/A	Parks	Work Planned	Completed	Johnathon Hill	04/11/2022
				16617409	N/A	Parks	Work Planned	Completed	Sonny Garza	04/13/2022
				16677061	N/A	Parks	Work Planned	Completed	Johnathon Hill	04/20/2022
2022-38	Closed	27148 Ranch Rd 12, Sports and Rec Park, TX 78620	Sports and Rec Park (Apr. WO's)	16622467	N/A	Parks	Work Planned	Completed	Sonny Garza	04/13/2022
				16615055	N/A	Parks	Work Planned	Completed	Sonny Garza	04/19/2022
				16651976	N/A	Parks	Work Planned	Completed	Johnathon Hill	04/20/2022

2022-39	Closed	151 E Mercer St, VMP/Triangle, TX 78620	VMP/Triangle (Apr. WO's)	16614948	N/A	Parks	Work Planned	Completed	Johnathon Hill	04/08/2022 <div style="border: 1px solid black; padding: 2px; display: inline-block;">Item 22.</div>
2022-40	Open	1042 Event Center Drive, Ranch House, TX 78620	Ranch House (Apr. WO's)	16614940	N/A	Parks	Work Planned	New	Jim Bass	
				16709083	N/A	Parks	Work Planned	New	Jim Bass	
				16614292	N/A	Parks	Work Planned	Completed	Sonny Garza	04/19/2022
2022-41	Open	1042 Event Center Drive, Dripping Springs Ranch Park, TX 78620	DSRP (Apr. WO's)	16709066	N/A	Parks	Work Planned	New	Jim Bass	
				16709101	N/A	Parks	Work Planned	New	Jim Bass	
2022-42	Open	22690 Ranch to Market Rd 150, Charro Park, TX 78620	Charro Park (Apr. WO's)	No Work Orders on Project	N/A	Parks				
2022-43	Open	, Fleet and Equipment, TX 78620	Fleet and Equipment (Apr. WO's)	16641692	N/A	N/A	Work Planned	New	Sonny Garza	
				16641710	N/A	N/A	Work Planned	New	Sonny Garza	
				16711734	N/A	N/A	Work Planned	New	Riley Sublett	
				16641686	N/A	N/A	Work Planned	Completed	Sonny Garza	04/13/2022
2022-44	Closed	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Bldg (Apr. WO's)	16614329	N/A	N/A	Work Planned	Completed	Jim Bass	04/07/2022
				16614340	N/A	N/A	Work Planned	Completed	Jim Bass	04/07/2022
2022-45	Open	23127 W. 150, South Regional Water Reclamation Facility , TX 78620	South Regional Water Reclamation Facility (Apr. WO's)	16614361	N/A	N/A	Work Planned	New	Jim Bass	

City of Dripping Springs

Monthly Maintenance Report

April 2022

Routine Maintenance

- M-F Weekly Maintenance Check list is completed in the morning
- Maintenance Meeting Wednesdays (1:00pm) safe distancing in council chambers
- Friday's Vehicles cleaned out, washed, and maintenance check completed
- Banners put up and taken down as needed
- City Hall fogged and sprayed with disinfectant daily
- Mercer St. plant beds maintained
- Founders pool skimmers cleaned out
- Founders pool chemicals checked/restocked
- Founders Day prep and clean up

Additional Maintenance Completed

Parks

- SRP trails inspected – 4/5
- Charro trails inspected – 4/5
- Founders parking lot telephone pole boundaries replaced – 4/6, 4/12
- Founders parking lot broken glass cleanup – 4/6, 4/20
- SRP parking signs installed – 4/6
- SRP adult softball lights troubleshooting and repair – 4/7, 4/11
- VMP mow and trim – 4/7
- Founders pool heater repair – 4/8
- SRP adult softball scoreboard troubleshooting and repair – 4/8, 4/13-4/14
- Founders pool propane tank filled – 4/12
- SRP playground wasp nest remediation – 4/14
- Founders pool lifeguard canopies installed – 4/25
- Founders pool lockbox replaced – 4/25
- DSRP outdoor arena lights repaired – 4/27
- Founders pool covers set up – 4/28

Streets

- Rob Shelton tree debris removal – 4/1
- Mercer St. sidewalks weed treatment – 4/5
- Roger Hanks water barricades set at end of roadway – 4/6
- Founders Park Rd. ROW mowed – 4/8
- Wallace St. ROW maintenance – 4/8, 4/13
- Digital speed limit signs moved from Mercer St. to Creek Rd. – 4/4
- Hays St. and Bluff intersection stop sign re-installed – 4/11

- Wallace St. ROW mowed – 4/19

Facilities

- City Hall water run – 4/1, 4/8, 4/11, 4/13, 4/27
- Ranch House water run – 4/1, 4/13
- Ranch House water softener picked up – 4/6
- City Hall A/C filters replaced – 4/6
- Ranch House well water filter replaced – 4/11
- DSRP water run – 4/13
- Stephenson building A/C troubleshooting and repair – 4/13, 4/18
- City Hall mowed and trimmed – 4/19
- Stephenson parking lot potholes filled with road base – 4/20
- City Hall woman's restroom water heater repair – 4/26
- Ranch House grip tap installed on porch steps – 4/27
- DSRP expansion sink valves installed – 4/27
- DSRP doorknobs repaired – 4/28

Equipment/Vehicles

- MD002 pm'd – 4/1
- MD004 pm'd – 4/1, 4/8, 4/29
- MD003 pm'd – 4/4, 4/8, 4/28
- 4-N-1 Generator axle replacement – 4/4
- Bleacher trailer hydraulic repair – 4/12
- BD001 pm'd – 4/28
- AD001 pm'd – 4/28
- DSRP Kioti tractor door repair – 4/28-4/29
- DSRP Kioti tractor clutch troubleshooting – 4/28-4/29

Other

- Shop cleanup – 4/1
- Community electrical box repairs – 4/4
- Founders Day electrical troubleshooting – 4/5-4/6
- Delivered planters moved to DSRP – 4/7
- City Training Program site tours – 4/7, 4/14, 4/21, 4/28
- Founders Day float – 4/11-4/14, 4/19-4/21
- Mercer St. crosswalk signs removed for FD parade – 4/18
- Emergency management radio tour assistance – 4/18
- Irrigation repair from fence damage – 4/19
- Bleacher trailer set at Mercer St. for Founders Day – 4/20
- Community electrical and spider boxes set out for Founders Day – 4/19-4/22
- Founders Day – 4/22-4/24
- Founders Day cleanup – 4/25-4/29

SRWRF

- Dog waste station installed – 4/12

CITY OF DRIPPING SPRINGS
TRANSPORTATION COMMITTEE
AGENDA
MONDAY, JANUARY 24, 2021
3:30-5:00 PM

COMMITTEE MEMBERS:

Chairman – Travis Crow	Aaron Reed, Public Works Director
City Council Rep.—Geoffrey Tahuahua	Planning & Zoning Commission Member—Jim Martin
Barrett Criswell – Not Present	John Pettit
Vice Chair-- Sharon Hamilton – Not Present	Ben Sorrell – Non-Voting Member
	Chad Gilpin, P.E., City Engineer

INVITED GUESTS:

Hays Co. - Precinct 4 Comm. Walt Smith, Precinct 3 Comm. Lon Shell, County Engineer Jerry Borcharding, P.E., Adam Leach, EIT

DSISD – Pam Swanks, Clint Pruett (**Not Present**)

TxDOT, Austin District, So. Area Office – William Semora, P.E., Reed Smith, P.E. , Tommy

CAMPO – Doise Miers

HDR (City Traffic Engineering Consultant) –Leslie Pollack, P.E.

AGENDA

1. TXDOT
 - Project Updates
 - a. Highway 290 Study Update
 1. William Semora notes he should get a better update later this month or the next.
 - b. Hwy 290 Paving Project
 1. Finished
 - c. Martin Road Intersection Improvements
 1. Successfully started control for the wall. They're working with the County to make sure dimension and sight frames are good.

d. RM150 Shoulder Enhancements

1. Mr. Semora notes he and his team are bringing it up to snuff around Darden Hill. Jim Martin asks a question about trucks and heavy equipment coming through Darden as a shortcut and other vehicles being backed up. William Semora will follow up.

- New/Other Project(s) Update
2. Hays County
 - Update on Proposed Roundabout at RM12 & RM150 and Utility Relocations
 - Commissioner Smith notes that weather might hinder construction
 - Commissioner Smith notes that the County's Transportation Department is not operating at full capacity not only because of COVID but also staff shortages.
 - Update on Intersection Improvements Plans at RM150 & 1826
 - Update on Southwest Bypass
 - Outreach to property owners, there is a small list left to talk to property owners. Commissioner Smith recalls maybe about 3 property owners.
 - Creek Road westbound has concerns about floodplain and preservation of character.
 - New/Other Projects(s) Update
 - Trautwein is being waited on because of additional funding from the State. Possible light at this intersection.
 - Commissioner Smith notes his concerns for development on Fitzhugh. He has had a meeting with a developer about a possible Amphitheatre on Fitzhugh. They're currently going through their TIA. It's noted that they can mitigate about 800 cars internally. They anticipate most traffic from the East towards Austin and not from Hamilton Pool. Commissioner Smith notes they are underestimating Western traffic.
 - Patriot's Hall to be possibly a polling place.
 - Henley Loop may have a right turn lane
 - 967 on Buda and Dripping ETJ road is being flattened along with drainage being added.
 3. Dripping Springs
 - Proposed Rob Shelton North Improvements—Council Action 1/18
 - Aaron and Chad note the tree options for Rob Shelton's improvements adjacent to Cannon.
 - Status of Rob Shelton South Improvements

- 2022 Traffic Symposium-Scheduling next meeting
 - Aaron would like to reach out and schedule for the next meeting of the Traffic Symposium
- Cannon East—Transportation Committee Representative needed for DAWG
- Public Comment
 - 150 Roundabout
 - Someone brings up concerns for lighting around Caliterra and the roundabout. County responds to the question. There will be an increase from 6 to 8 poles to accommodate for lighting decrease based on the height decrease.
 - Citizen brings up roundabouts and accidents. County and 3rd party, Joe, brings notes that the public was involved with extensive outreach. Hundreds of people were involved with their comments. 150 website is brought up and how the process has started. The roundabout study was completed about 2017. They note that roundabouts are generally safer.
 - Commissioner Smith notes roundabouts can be beneficial for growth and uses the City of Kyle as an example.
 - Question of Caliterra and the Roundabout. Carlos answers. Northbound movement occurs during the morning. Predominant movement from westbound 150 is to go north onto 12. The roundabout shouldn't create an issue for traffic movement as the light timing should create a gap to allow traffic to flow through the roundabout. Another roundabout may also be added to the entrance of Caliterra. Travis Crow states he needs hard data to back up and support the community. He cannot vie for people without hard facts.
 - Caliterra Lady notes the difficulty leaving Caliterra to go onto 12 both left and right. She notes her fears about make the left turn. She notes the light at 150 and 12 is great because of the paus. Jim Martin notes that roundabouts are generally good.
 - Al Gonzalez states he's been familiar with roundabouts and uphill and how people will speed up for that roundabout. Jackie Gonzalez restates about roundabouts and being considerate about yielding during roundabouts. She notes that she doesn't believe people will yield to others.
 - Commissioner Smith notes that the County didn't agree to roundabouts until the community pushed for one.

4. HDR (Traffic Engineering Consultant)

- Status of Traffic Impact Analysis Reviews/Task Orders:
 - a. New Growth

1. TIA on the extensions of Roger Hanks to the South. Additional commercial needs to be considered.

b. Village Grove

1. No Full TIA. There is an interim memo which notes challenges in access to the site.
2. Mrs. Foster has concerns about Village Grove and would like to know about the TIA since she is the adjacent landowner.

c. PDD 11—RR 12 Multi-family project

1. Extension of Rob Shelton

d. Arrowhead Ranch C-Store

1. TIA is being closed out. Access is the main concern. Approval from driveway location and deceleration from TxDOT.

e. Cannon East

1. Under Review

f. Ariza Springs

1. New. Accessing mostly off 290. They need to go back to Hays County to go back to the scope. This is east of Trautwein and west of Key Ranch.

5. New Business

6. Adjourn - 5:12pm

**CITY OF DRIPPING SPRINGS
TRANSPORTATION COMMITTEE
AGENDA
MONDAY, APRIL 18, 2022
3:30 - 5:00 PM**

COMMITTEE MEMBERS:

Chairman – Travis Crow	Aaron Reed, Public Works Director
City Council Rep.—Geoffrey Tahuahua	Planning & Zoning Commission Member—Jim Martin
Vice Chair-- Sharon Hamilton	John Pettit
Barrett Criswell	Ben Sorrell – Non-Voting Member
	Chad Gilpin, P.E., City Engineer

INVITED GUESTS:

Hays Co. - Precinct 4 Comm. Walt Smith, Precinct 3 Comm. Lon Shell, County Engineer Jerry Borcharding, P.E., Adam Leach, EIT

DSISD – Pam Swanks, Clint Pruett

TxDOT, Austin District, So. Area Office – William Semora, P.E., Reed Smith, P.E.

CAMPO – Doise Miers

HDR (City Traffic Engineering Consultant) –Leslie Pollack, P.E.

AGENDA

1. TXDOT

- Project Updates
 - US 290, they will finish tonight for the entrance of 12 and HEB to finish up the road work. Next week to wrap up the final thermos.
 - Martin Road wall panels and they're about 65 days out to open the road.
 - Reduce speed
- New/Other Project(s) Update

2. Hays County

- Project Updates
 - Elder Hill road incidents. Transportation Department is to look at how improvements in safety can be made.
 - Sawyer Ranch Phase 1. The County has taken acquisition on those properties and finalizing ROW.
 - PEC ROW
 - Crosswalks on Nutty Brown Road. Speed reduction study to find the optimal places to place a speed reducer for safety concerns. Should be added within the next month.

- Roundabout of Darden Hill, this is Phase 2.
 - Bell Crossing improvements and safety concerns with traffic. They're sitting down with property owners and finding the best approach.
 - Issues with Peabody, Tiger Lane, and US 290 since they are all under separate jurisdictions and intersect with one another.
- New/Other Projects(s) Update
 - Caliterra resident speaks about the roundabout at the intersection of RR 12 and FM 150
 - Another Caliterra resident speaks her concerns about the roundabout on RR 12 and FM 150. She wants to know how a 10+ year project came to be a 6 year project.
3. Dripping Springs
- DAWG Updates – Aaron Reed
 - a. Village Grove
 - New traffic light at 290 at the Northeast corner of sports park and is to be handled by an unrelated 3rd party developer for that land.
 - b. New Growth
 - Starting to address traffic on Creek Road
 - c. Cannon East
 - Onsite walkthrough to look at topography issues. Connections for Cannon East need to be in alignment with the Transportation Master Plan.
 - Possible connection to Blue Blazes?
 - Caliterra Pkwy Signal Update – Aaron Reed
 - Difference in cost and timing. Aaron has had email correspondence with the developer and is still hearing back about how they wish to move forward with this project.
 - Carter Tract and its connection to Caliterra and concerns about cut-through traffic from RR 12 to Mt Gainor to get to the school.
4. HDR (Traffic Engineering Consultant)
- Status of Traffic Impact Analysis Reviews/Task Orders:
 - a. New Growth
 - b. Village Grove
 - Alignment to PDD 11 is proving difficult since PDD 11 does not wish for their property to be used. This item is being reintroduced to explain a new iteration of the road connection since the first option fell through.
 - As long as the connection meets TxDOT's requirements
 - PDD 11 "crash gate" or emergency access for public use cannot happen without Council's approval.
 - TxDOT won't issue a driveway permit without the TIA so PDD 11's driveway is yet to be settled.
 - Negotiations with PDD 11 are still occurring
 - c. PDD 11—RR 12 Multi-family project

- Hopefully closes before the next transportation meeting

d. Cannon East

5. Village Grove (Private Developer)
 - Transportation Improvements – Matthew Scrivener/ John Doucet
6. New Business
 -
7. FY23 Budget Discussion – Aaron Reed/ Shawn Cox
8. Adjourn 4:49pm

CITY OF DRIPPING SPRINGS
TRANSPORTATION COMMITTEE
AGENDA
MONDAY, FEBRUARY 28, 2021
3:30-5:00 PM

COMMITTEE MEMBERS:

Chairman – Travis Crow	Aaron Reed, Public Works Director
City Council Rep.—Geoffrey Tahuahua	Planning & Zoning Commission Member—Jim Martin
Vice Chair-- Sharon Hamilton	John Pettit
Barrett Criswell - NOT Present	Ben Sorrell – Non-Voting Member
	Chad Gilpin, P.E., City Engineer

INVITED GUESTS:

Hays Co. - Precinct 4 Comm. Walt Smith, Precinct 3 Comm. Lon Shell, County Engineer Jerry Borcharding, P.E., Adam Leach, EIT

DSISD – Pam Swanks, Clint Pruett

TxDOT, Austin District, So. Area Office – William Semora, P.E., Reed Smith, P.E.

CAMPO – Doise Miers

HDR (City Traffic Engineering Consultant) –Leslie Pollack, P.E.

AGENDA

1. TXDOT

- Project Updates
 - a. Highway 290 Study Update – Funding?
 - b. RR-12 and 150 Intersection Changes
 - 12 & 150 Signal and timing – Red turns to green and immediately red. They should have this improvement next week.
- New/Other Project(s) Update
 - Will Semora gives a briefing on the budget and ROW.
 - Martin Road – significant progress on cuts and should be seeing lots of improvements
 - 150 Widening – Expecting construction around April or 60 days
 - 967 Widening – Finished acceleration portion last week in Buda. In Dripping ETJ widening is still underway expect to be completed on November.
 - Creek Rd- Bid by Austin Underground. Starting construction around school dismissing for the year.
- Operational study should finish by the end of this week around RR12 along US290.

- They got study results for signal warrants on Caliterra and RR12 which has been agreed that a light can go there.

2. Hays County

- Update on Proposed Roundabout at RM12 & RM150 and Utility Relocations
 - Feb. 15th Meeting with Water Supply Corp about easements was apparently cancelled.
 - Caliterra resident mentions speaks to this and request someone to have an environmental study on the roundabout and for dark sky compliance. They want a pause on the roundabout until a new survey for its support is conducted.
- Update on Intersection Improvements Plans at RM150 & 1826
- Southwest Bypass
- Update on Southwest Bypass
- New/Other Projects(s) Update

3. Dripping Springs

- Proposed Rob Shelton North Improvements—Addition of Sidewalk and Budget
 - Joe Grasso with Doucet speaks. Survey was conducted, no need for a wall, slope is good.
 - Discussion of 4ft and 5ft. New standard is 5ft for sidewalks.
- Village Grove Connection to RR-12
- Status of TASA Sidewalk Projects
 - Rob Shelton PSNE was submitted this month
 - June led date – AFA 1.5 million with a portion being federally funded
- Status of Rob Shelton Intersection Improvements- LOSA
 - PDD 11 additional left turn lane
- Caliterra Pkwy Signal

4. Caliterra Parkway

- Leslie and Aaron looked at the TIA between Caliterra and Carter. They need to figure out what the trigger is to get funding.
- Will Semora will investigate the trigger point. Is it tied to platting? Aaron will look into the DA with Laura.

5. City 5-year Maintenance Plan

- Chad, Aaron, and Craig working on this
- 5-year plan to grade out and have a standard condition to list roads so we can understand which ones need to be maintained.
- One major road for construction and many roads to minor improvements such as chip seals

6. HDR (Traffic Engineering Consultant)

- Status of Traffic Impact Analysis Reviews/Task Orders:
 - a. New Growth – We have TIA comments for City Staff review
 - Phasing and Creek Road

b. Village Grove

- Village Grove Alignment
- Matthew Scrivener gets a chance to speak. They have a 90% completed TIA.
- New connection of RR 12 & Sports Park
- Chad mentions a major east west connection, minor arterial. From wild ridge going south trough Village Grove and then goes onto RR 12. The question will become if the connection direct south will work? Travis prefers not to answer since it is a “what if” and it’d be favorable to let the DAWG look at it.
- Will proposes TxDOT can coordinate with the City to see the feasibility of this idea. Scoping meeting with the City and TxDOT with Matthew Scrivener.

c. PDD 11—RR 12 Multi-family project

- No Final TIA

d. Arrowhead Ranch C-Store

- Completed. No need to be placed back on the agenda.

e. Cannon East

- TIA under review and to tie with Wild Ridge

7. New Business

- April 25th Transportation Committee Meeting Conflict

8. Adjourn 4:37pm

CITY OF DRIPPING SPRINGS
TRANSPORTATION COMMITTEE
AGENDA
MONDAY, MARCH 28, 2022
3:30 -5:00 PM

COMMITTEE MEMBERS:

Chairman – Travis Crow	Aaron Reed, Public Works Director
City Council Rep.—Geoffrey Tahuahua	Planning & Zoning Commission Member—Jim Martin
Vice Chair-- Sharon Hamilton	John Pettit – NOT PRESENT
Barrett Criswell	Ben Sorrell – Non-Voting Member - NOT PRESENT
	Chad Gilpin, P.E., City Engineer

INVITED GUESTS:

Hays Co. - Precinct 4 Comm. Walt Smith, Precinct 3 Comm. Lon Shell, County Engineer Jerry Borcharding, P.E., Adam Leach, EIT

DSISD – Pam Swanks, Clint Pruett

TxDOT, Austin District, So. Area Office – William Semora, P.E., Reed Smith, P.E.

CAMPO – Doise Miers

~~HDR (City Traffic Engineering Consultant) – Leslie Pollack, P.E.~~

Meeting Start: 3:32pm

AGENDA

1. TXDOT
 - Project Updates
 - Arrowhead meets the curriculum for peak hour light
 - New/Other Project(s) Update
2. Hays County
 - Project Updates
 - Rim Rock and FM 967 and FM 1826 traffic accident
 - Trautwein
 - County is working on utility clearance, plans are about done
 - Funding situation is pushed outside the 4-year window
 - Darden Hill
 - Start clearing in about a month or two

- Southwest Connector meeting will be at Ranch Park at April 7th
 - All residents nearby were notified
 - Commissioner Smith notes to tell residents how much those plans have changed
 - New/Other Projects(s) Update
3. Dripping Springs
- Status of TASA Sidewalk Projects – Aaron Reed
 - Middle School Sidewalk Project – RFQ
- Middle School Sidewalk Project RFQ selection underway
 - Caliterra Pkwy Signal – Aaron Reed
 - FY23 Budget Calendar – Shawn Cox, Finance Director
 - Shawn gives a speech on the budget that Council rectified in early February
 - FY23 Proposed Budget – Aaron Reed
 - \$2.4 Million Budget
 - Transportation Symposium – \$20,000
 - Rob Shelton Sidewalk - \$150,000
 - HDR Consulting - \$75,000
 - Middle School Sidewalk Design - \$160,000
 - Roger Hanks Intersection Improvements \$400,000
 - Rob Shelton North Improvements \$1,000,000
 - 5ft Sidewalk going back to Council and will increase the cost by \$3,000
 - Arrowhead Ranch Blvd. Signal - \$400,000
 - This was taken to the TIRZ meeting. TIRZ will not fund.
 - Can be struck
 - 2023 TxDOT TASA Grant Applications - \$60,000
 - Similar cost to last year's
 - Rob Shelton Intersection Improvements - \$100,000
 - Associated with PDD 11. HDR will do the design and we'll do the construction
 - Opportunities for CAMPO to fund a bypass route to go around Dripping Springs and may tie into the Symposium
 - Transportation Symposium Doodle Pool this'll help keep the ball rolling

4. HDR (Traffic Engineering Consultant)

- Status of Traffic Impact Analysis Reviews/Task Orders:
 - a. New Growth
 - South side of 290 and access
 - Comments sent a few weeks ago. Development team should be addressing those.
 - b. Village Grove
 - c. PDD 11—RR 12 Multi-family project
 - Rob Shelton design, their updating their TIA
 - d. Cannon East

5. Village Grove (Private Developer)

- Transportation Improvements – Matthew Scrivener/ John Doucet
 - John Doucet gives presentation
 - Three options:
 - A – Connects to RR12 via south side of PDD 11. Light from Sports Park moves to this connection
 - B – Roundabouts on Sports Park and Rob Shelton and further connection going south to RR 12
 - C- Bifurcating the soccer field
 - Travis thinks that options A and B are the better options. The developer still has to talk to PDD 11 and property owners first.
 - Shannon likes option A. Geoffroy likes option A.
 - Travis makes a motion to vote option A. Shannon votes A. Barret votes A. Vote passes 3-0.

6. New Business

- Transportation Symposium add to next agenda
- DAWG updates to become another section in the next agenda

7. Adjourn 5:00pm

**AGREEMENT CONCERNING CREATION AND OPERATION OF DRIPPING
SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1**

This **AGREEMENT CONCERNING CREATION AND OPERATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1** (this "Agreement") is by the City of Dripping Springs, Texas, a Type A general law municipality located in Hays County, Texas (the "City"); and Robert Mokhtarian, Individually, Robert Mokhtarian, Trustee for Edward Mokhtarian, and Robert Mokhtarian, Trustee for Edmund Mokhtarian (collectively, "Mokhtarian"); 740 Sports Park, LLC, a Texas limited liability company ("740 SP"); and Clinton Cunningham and Dawn Cunningham ("Cunningham", and collectively with Mokhtarian and 740 SP, the "Owners"). Subsequent to its creation, **Dripping Springs Municipal Utility District No. 1**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code as contemplated by this Agreement (the "District"), will become a party to this Agreement. The City, the Owners, and the District are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Owners own the approximately 112 acres of land more particularly described by metes and bounds on the attached Exhibits A1, A2 and A3 (the "Land"); and

WHEREAS, the Land is currently located entirely within the extraterritorial jurisdiction of the City but is anticipated to be annexed into the corporate boundaries of the City prior to the creation of the District; and

WHEREAS, the Land is and its boundaries are depicted on the concept plan attached as Exhibit B (the "Concept Plan"); and

WHEREAS, Mokhtarian owns the portion of the Land described and/or depicted on Exhibit A-1, 740 SP owns the portion of the Land described and/or depicted on Exhibit A-2, and Cunningham owns the portion of the Land described and/or depicted on Exhibit A-3; and

WHEREAS, the Owners intend that the Land will be developed in phases as a master-planned, mixed-use community (the "Project"); and

WHEREAS, the Owners and the City desire to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the City and the Land; and

WHEREAS, the Owners have proposed to create the District over the Land pursuant to an application to be filed with and processed through the TCEQ (as defined in ARTICLE I below) and have presented the City with a petition requesting the City's consent to the creation of the District; and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, financing, and conveying to the applicable governmental authority or utility

provider the District Improvements (as defined in ARTICLE I below) to serve the area within its boundaries; and

WHEREAS, construction of the District Improvements will occur in phases (as determined by the District and the Developer(s) (as defined herein)) in accordance with this Agreement; the applicable ordinances of the City; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "Applicable Regulations"); and

WHEREAS, the City and the Owners intend that the Reimbursable Costs (as defined in ARTICLE I below) of the District Improvements will be paid from the net proceeds of bonds issued by the District (or surplus funds of the District) in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General’s Office, as amended; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54 of the Texas Water Code, as amended; Chapter 791 of the Texas Government Code, as amended; and Section 552.014, Texas Local Government Code, as amended; and

WHEREAS, the City is a Type A general law municipality operating under the laws of the State of Texas pursuant to which the City has the authority to enter into and perform its obligations under this Agreement;

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

**ARTICLE I.
DEFINITIONS**

Section 1.01 **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the City’s rules, ordinances, and regulations in effect as of the Effective Date of this Agreement, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the City; and (iii) any additional restrictions or regulations agreed to by the Developer in writing.

Bonds means bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District’s borrowing power.

City Administrator means the City Administrator of the City.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Hays County, Texas.

Developer means any Owner, or any successor or permitted assign of an Owner, that notifies the City of its intent to develop all or any portion of the Land under Section 6.04 below.

District Improvements means the water, wastewater, and drainage utilities (including capacity or contract rights to capacity therein), Road Projects, and other public improvements, as authorized by applicable law, and whether on-site or off-site, to serve the area within the District boundaries.

Effective Date of this Agreement means the 19th day of October, 2021.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs) that are eligible for reimbursement from the net proceeds of Bonds issued by the District in accordance with this Agreement and, as applicable, the rules and regulations of the TCEQ, as amended.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution, as amended, and Chapters 49 and 54 of the Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature.

**ARTICLE II.
CREATION OF THE DISTRICT AND RELATED MATTERS**

Section 2.01 **Consent to Creation of District.** The City acknowledges receipt of the Owners’ request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District over the Land. On the Effective Date of this Agreement, the City has approved the resolution attached as **Exhibit C** consenting to the inclusion of the Land within the District (the “*Consent Resolution*”). The City agrees that the Consent Resolution will constitute and evidence the City’s consent to the creation of the District within the City’s corporate limits in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, and that no further consent will be required on the part of the City to evidence the City’s consent to the creation of the District.

Section 2.02 **District Execution of Agreement.**

(a) The Owners shall cause the District to approve, execute, and deliver to the City this Agreement within 30 days after the date that the District’s Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) the City may terminate this Agreement and may repeal the Consent Resolution.

(b) If the District fails to approve, execute, and deliver to the City this Agreement as required by subsection (a) above, and if the City does not terminate this Agreement under

subsection (a), such failure shall operate to prohibit the District from taking any actions to issue Bonds until the failure has been cured. The City shall have the right to enjoin the issuance of Bonds during any period in which such a material breach exists.

(c) If the District fails to approve, execute, and deliver to the City this Agreement as required by subsection (a) above, and if the City has not terminated this Agreement under subsection (a), such failure shall operate to prohibit the Owners or any Developer from entering into any reimbursement agreements with the District until the failure has been cured. The City shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

Section 2.03 **Intent of Parties Related to Allocation Agreement.** Under Section 54.016(f) of the Texas Water Code, the City, as a City providing written consent for inclusion of land in a district, may provide for a contract designated as an “allocation agreement”, to be entered into between the City and the District. The Parties acknowledge that the provision for an “allocation agreement” under Section 54.016(f) of the Texas Water Code is at the City’s discretion. The City confirms that it is intentionally not providing for an allocation agreement. The Parties agree that this Agreement does not constitute and will not be deemed to constitute an allocation agreement within the meaning of Section 54.016(f) of the Texas Water Code because the District will be located in the corporate limits of the City upon creation.

Section 2.04 **Dissolution.** The City may dissolve the District at any time after the District has issued Bonds to finance all Reimbursable Costs paid or incurred to construct the District Improvements that are required to serve full development of the Land. Upon dissolution of the District, the City will assume the indebtedness and legal obligations of the District to the extent required by law.

ARTICLE III. AUTHORITY OF THE DISTRICT TO ISSUE BONDS

Section 3.01 **Authority to Issue Bonds.** The District agrees that the maximum aggregate amount of bonds issued by the District shall not exceed \$38,675,000 without the approval of the City. The District may issue Bonds and reimburse any Developer for all purposes and expenditures authorized by applicable law, including:

(a) The purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances (including capacity or contract rights to capacity in any of the foregoing) necessary to:

(1) Provide a water supply for municipal uses, domestic uses, and commercial purposes;

(2) Collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state (other than solid waste, as defined in the Applicable Rules);

(3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water;

- (4) Design, acquire, construct, and finance Road Projects; and
- (5) Develop and maintain park and recreational facilities, to the extent permitted by applicable law; and

(b) Refunding any outstanding Bonds, provided such refunding Bonds satisfy the terms and conditions of this Agreement;

(c) Paying organizational, administrative, and operating costs during creation and construction periods and interest thereon, subject to the applicable limitations of Section 49.155 of the Texas Water Code; and

(d) Paying other expenses authorized by Section 49.155 of the Texas Water Code.

Section 3.02 City Submittals; Objections.

(a) The District agrees to give written notice to the City of its intention to issue Bonds as follows:

(1) If the District intends to issue Bonds that require TCEQ approval, the District will provide notice of same to the City Administrator and City Attorney concurrently with the District's submittal of each application to the TCEQ for approval of issuance of Bonds (a "Notice of Intent to Issue Bonds"), which Notice of Intent to Issue Bonds will include the following:

- (A) The principal amount of Bonds expected to be issued;
- (B) The Summary of Costs of the Bond Issue including both Construction and Non Construction Costs;
- (C) The projected Schedule of Events related to the issuance of the Bonds;
- (D) The proposed District debt service rate and total District tax rate after issuance of the Bonds; and
- (E) A Letter from the District's Financial Advisor stating that the Bonds are being issued in compliance of the TCEQ rules in place at the time the Bonds are expected to be issued.

(2) If the District intends to issue Bonds that do not require TCEQ approval (e.g., Bonds for Road Projects or refunding Bonds), the District will provide notice of same to the City Administrator and City Attorney at least 30 days prior to pricing of the Bonds.

(b) The City may object to a Bond application or to the issuance of a series of Bonds for the reason that a Developer or the District is in default of any provision of this Agreement, including the terms and conditions in Section 3.03. If the City objects to a Bond application or issuance due to such a default (a "City Objection"), the City shall have a period of 30 days after

receiving the notice required by Sections 3.02(a)(1) or 3.02(a)(2), as applicable, within which to notify the District of the City Objection. If the City timely objects to a Bond application or issuance due to such a default, the Bond application and issuance will be delayed until such time as the default is cured. If the City fails to object to a Bond application or issuance within such periods specified herein, the City shall be deemed to have waived all objections. If the City objects to a Bond application or issuance, such City Objection must: (i) be in writing; (ii) be given to the District; (iii) be signed by the City Administrator or the City Administrator's designee; and (iv) specifically identify the applicable provision of this Agreement as to which the District or the Developer is in default. If a City Objection is timely given to the District with respect to a specific Bond application or issuance of Bonds, the City and the District will cooperate to resolve the City Objection within a reasonable time, and the Bond application or issuance of Bonds to which the City Objection applies will be delayed until the City Objection has been cured or waived by written agreement.

(c) Within 30 days after the closing date of a series of Bonds, the District shall deliver to the City Administrator a copy of the final official statement for such series of Bonds and a copy of any report on reimbursable costs required by the rules of the TCEQ.

Section 3.03 **Terms and Conditions of Bonds.** Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements:

(a) No individual series of Bonds will be issued with a term which exceeds 25 years from the closing date of such series of Bonds;

(b) The Bonds (other than refunding Bonds and Bonds sold to a federal or state agency) shall only be sold after the taking of public bids therefor (unless current law changes to permit otherwise), and no Bonds shall be sold for less than 97% of par, provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, shall not exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the 30-day period next preceding the date notice of the sale of the Bonds is given (or, if the Daily Bond Buyer ceases to exist, a comparable publication reporting average bond interest rates);

(c) The District shall reserve the right to redeem its Bonds not later than the tenth anniversary of the closing date of such Bonds, without premium;

(d) No variable rate Bonds shall be issued by the District;

(e) Any refunding Bonds must provide for a minimum of 3% present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds; and

(f) Capitalized interest shall not exceed three years interest.

Section 3.04 **Other Funds.** The District may obtain and use funds and assets from any available, lawful source to provide for the acquisition, ownership, maintenance, and operation of the District Improvements or its other facilities, as well as to accomplish any purpose

or to exercise any function, act, power, or right authorized by law. Such funds and assets may include revenues from any of the systems, facilities, properties, and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants, and donations from public or private sources and revenues from any other source lawfully available to the District.

**ARTICLE IV.
WATER AND WASTEWATER SERVICE; OTHER UTILITIES**

Section 4.01 **Retail Water Service.** The Land is located within the certificated water service area (“CCN”) of Dripping Springs Water Supply Corporation (“DSWSC”) and will receive retail water service from DSWSC or the successor holder of the DSWSC CCN pursuant to a separate agreement with DSWSC.

Section 4.02 **Retail Wastewater Service.** Retail wastewater collection and treatment services will be provided by the City, the specific terms of which will be governed by separate agreement (the “Wastewater Agreement”). The wastewater collection systems within the District shall be owned by the City. Subject to specific terms to be determined by the Wastewater Agreement, which could include interim alternatives, the City agrees and commits to provide wastewater service sufficient for the full build-out of the District at flow rates sufficient to meet the minimum requirements of all Applicable Regulations, and agrees to provide written confirmation of the availability of service upon the District’s request if required in connection with any District Bond sale.

Section 4.03 **Other Utilities.** The City will provide solid waste and recycling services within the District for the same rates, in the same manner, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, that the City provides solid waste and recycling services to other customers inside its corporate limits. The District will have no liability for charges for such services except for charges for services provided to the District, if any. The Developer will have the right to select the providers of cable television, gas, telephone, telecommunications, and all other utilities and services, or to provide “bundled” utilities within the Land.

**ARTICLE V.
DESIGN, FINANCING, CONSTRUCTION, CONVEYANCE, OWNERSHIP,
OPERATION, AND MAINTENANCE OF DISTRICT IMPROVEMENTS**

Section 5.01 **Design, Financing, and Construction.** Unless otherwise specifically provided in this Agreement, the Developer will design, finance, construct, and convey to the City (or, in the case of water improvements, convey to DSWSC) on behalf of the District all District Improvements at no cost to the City. Construction of all District Improvements will be bid in accordance with the requirements applicable to the District under the rules of the TCEQ and Chapters 49 and 54 of the Texas Water Code. All District Improvements will be designed and constructed in accordance with the Applicable Rules and the regulations of any other governmental entities with jurisdiction and pursuant to plans and specifications approved by the City. Neither the Developer nor the District will be required to pay for or construct any improvements to the City’s existing utility systems or other off-site improvements required to serve the Land, except as

provided for herein with respect to the District Improvements or by separate agreement. Further, unless the Developer's service requirements for the Land change or the Parties otherwise agree in writing, the City will not require that any Developer or the District oversize, finance, or construct any utility or road improvements to serve property other than the Land.

Section 5.02 **Conveyance, Ownership, Operation, and Maintenance.** Upon completion of construction of each phase of the District Improvements, subject to the Developer's right, if any, to reimbursement from the District for the cost of those District Improvements in accordance with applicable law: (a) the Developer will promptly convey the water utility components of the District Improvements to DSWSC for operation and maintenance in accordance with the rules and regulations of DSWSC; (b) the City will accept the remainder of the District Improvements (the "City Operated District Improvements") for operation and maintenance in accordance with the Applicable Rules; and (c) the Developer will promptly convey the City Operated District Improvements to the City, subject to (i) the City's obligation to provide service to the District as provided in this Agreement, and (ii) a reservation of all capacity in the City Operated District Improvements for the benefit of the District. The Developer will also assign to the City all easements, contract rights, warranties, guarantees, assurances of performance, and bonds related to the City Operated District Improvements that are conveyed to the City. The City agrees that its acceptance of the City Operated District Improvements and the related assignments will not be unreasonably withheld, conditioned, or delayed. Upon any such conveyance and acceptance, the City agrees to operate and maintain such City Operated District Improvements in good condition and working order and to provide service to the District in accordance with this Agreement. Conveyance will not affect the Developer's right to reimbursement from the District for the cost of any District Improvements. Nothing herein will prevent the City from using City Operated District Improvements to serve customers outside of the District provided that there is sufficient capacity reserved to serve the residents and property owners within the District as and when required by development within the Land.

ARTICLE VI. DEVELOPMENT MATTERS

Section 6.01 **Development Matters.**

(a) The City hereby confirms its approval of up to 531 residential units together with governmental, retail, and office uses within the Land. The Developer shall apply for zoning related to this approval. The Project shall comply with all Applicable Rules unless otherwise modified by this Agreement or future approvals.

Section 6.02 **Land Uses, Density, and Open Space.**

(a) The Land uses will be limited to townhomes, residential lots, and retail, office, governmental/utility/institutional, and park uses as reflected on the Concept Plan and comply with the Applicable Rules related to the approved zoning classification for the Land. The residential units will be townhomes or detached residential lots as defined by the Applicable Rules and the approved zoning classification for the Land.

(1) Detached single family residential units shall consist of 100% masonry on all elevations. Native stone, brick masonry, stucco, and cementitious siding shall be deemed appropriate materials to satisfy the masonry requirement.

(2) The front elevation of all detached single family residential homes shall contain wall plane articulation in compliance with the following. No elevation shall be single wall plane across the entire width of the front elevation. Each front elevation shall contain a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:

- a. A minimum of two wall planes on the front elevation, offset a minimum of 18 inches;
- b. Covered front porches or patio with a minimum size of 60 square feet;
- c. A side-entry or swing-in garage entry (for garage doors that do not face the front street);
- d. A garage door recessed from the primary front facade a minimum of four feet (for garage doors that face the street);
- e. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);
- f. Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail;
- g. A combination of at least two roof types (e.g. hip and gable) or two different roof planes of varying height and/or direction;
- h. Two or more masonry finishes to compliment the architectural style of the home; and
- i. The addition of one or more dormers on the front elevation to compliment the architectural style of the home.

(3) Although the requirements of subsections (1) and (2) above technically apply only to detached single family residential units, substantively similar requirements, modified as appropriate based on product type, will apply to townhomes.

(4) The Land may include multiple phases for platting purposes.

(b) The overall density of the development of the Land will be a maximum of 4.7 dwelling units per acre, composed of 351 single family townhome units and 180 single family lots, as shown on the Concept Plan.

(1) Each of the townhome rows will be restricted to no more than six attached units per building/slab.

(2) The single family lots shall have a minimum lot area of 6,000 square feet with the width at the street frontage of 50 feet.

(3) The retail/GUI areas will be limited to no more than a total of 6.4 acres, which may be altered upon receipt of written administrative approval from the City Administrator.

(c) The areas designated on the Concept Plan as Open Space are composed of detention/water quality areas, stream setbacks, slopes and landscape buffers containing 23.9 acres, all as shown on the Concept Plan. In addition, the Project will have pocket parks, trails, and a potential town green dedicated to the City. This Open Space with the listed amenities shall fulfill and satisfy all parkland dedication requirements of the Land to the City, including, but not limited to, the requirements of Article 28.03 (Parkland Dedication) and Sections 19.1 and 19.4 (Subdivisions) of the Applicable Rules. However, the Park Development Fees in Section 28.03.010 of the Applicable Rules shall be paid at time of Final Plat. The Developer shall submit a Master Parks and Open Space Plan that complies with this Agreement at time of Final Platting.

(d) The Project shall comply with the adopted City-wide Trail Plan in effect as of the Effective Date of this Agreement.

Section 6.03 **Easement Dedications.** In consideration for the City's consent to the creation of the District, the Owners (as to their respective tracts) agree to dedicate and convey to the City, at no cost to the City, the collector road and wastewater easements depicted on **Exhibit D.** The Owners reserve the right to seek reimbursement for such dedications from the District in accordance with this Agreement and applicable law.

Section 6.04 **Phased Development.** Because it is anticipated that the Land will be developed in phases, portions of the Land not under active development may remain in use as agricultural lands or as open space land.

Section 6.05 **"Developer" Status.** If and as an Owner, or any successor or permitted assignee of an Owner, initiates development of all or any portion of the Land, such Owner, or the applicable successor or permitted assignee of the Owner, will notify the City in writing of such election (which notice must also describe the portion of the Land to be developed), at which time the Owner, or the applicable successor or permitted assignee of the Owner, will become (and will be deemed to have assumed the obligations of) a "Developer" under this Agreement as to the portion of the Land described in the notice.

Section 6.06 **Uniform and Continued Development; Vesting.** The Parties intend that this Agreement authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration. Accordingly, the Land will be developed and the infrastructure required for the Land will be designed and constructed in accordance with the Applicable Rules, the Concept Plan, and this Agreement. Subject to the terms and conditions of this Agreement, the City confirms and agrees that the Owners and any Developer

hereunder have vested authority to develop the Land in accordance with the Applicable Rules. Ordinances, rules, or regulations, or changes or modifications to the City's ordinances, rules, and regulations, adopted after the Effective Date of this Agreement will only be applicable to the extent permitted by Chapter 245 of the Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control. The City further agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Land; or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats or other necessary approvals, within the Land. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting imminent threat to the public health or safety, however, any such a moratorium may continue only during the duration of the emergency.

Section 6.07 **Term of Approvals.** The Concept Plan, and any preliminary subdivision plat or final subdivision plat that is consistent with the Concept Plan, the Applicable Rules, and State law, will be effective for the term of this Agreement.

Section 6.08 **Director Lots.** The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

Section 6.09 **Manufactured Home for District Elections.** One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, maintenance tax, and bond elections. The manufactured home permitted by this Agreement will comply with all City regulations and will be removed within sixty (60) days from the date of last election needed for the purposes of this Agreement.

Section 6.10 **Impact Fees.** Any impact fees payable to the City with respect to the Land will be paid by or on behalf of the Developer to the City in accordance with the Applicable Rules; and, in consideration of the payment of impact fees to the City, the Developer will acquire, on behalf of the District, the guaranteed right to receive service from the City's systems, as applicable, for the living unit equivalents of service for which impact fees have been paid. Any impact fees payable to DSWSC with respect to the Land will be paid by or on behalf of the Developer to DSWSC in accordance with DSWSC's rules.

Section 6.11 **Building Code.** All buildings shall be constructed in accordance with the building or construction codes in the Applicable Rules. Fees for all building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement. The City will provide inspections in a prompt and timely manner.

Section 6.12 **Lighting.** All illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project shall comply with Article 24.06 of the Applicable Rules.

Section 6.13 Tree Preservation. Article 28.06, Landscaping and Tree Preservation, of the Applicable Rules shall apply to the Land.

**ARTICLE VII.
MISCELLANEOUS PROVISIONS**

Section 7.01 Authority. This Agreement is entered into, in part, under the statutory authority of Section 552.014, Texas Local Government Code, which authorizes the City to enter into a written contract with a water district created under Article XVI, Section 59 of the Texas Constitution under which the district will acquire for the benefit of and convey to the City one or more projects. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with applicable law and City ordinances. Each Owner hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of such Owner.

Section 7.02 Term. The term of this Agreement shall commence on the Effective Date and (unless terminated pursuant to the terms hereof) shall continue until the District is dissolved in accordance with Section 2.04 above.

Section 7.03 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City, the Owners, and, following creation of the District, the District; may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the City, the Owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District; and, after full-build out of the Land, may be terminated or amended at any time by the mutual written consent of the City and the District.

Section 7.04 Remedies.

(a) If the City defaults under this Agreement, the Owners or the District may give notice setting forth the event of default ("Notice") to the City. If the City fails to cure any default that can be cured by the payment of money ("Monetary Default") within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owners or the District may enforce this Agreement by a writ of mandamus from a Hays County District Court or terminate this Agreement; however, any such remedy will not revoke the City's consent to the creation of the District.

(b) If an Owner defaults under this Agreement, the City or the District may give Notice to the Owner. If the Owner fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the District may enforce this Agreement by injunctive relief from a Hays County District Court or terminate this Agreement as to the portion of the Land owned by such Owner; however, except as permitted by Section 2.02(a), any such remedy will not revoke the City's consent to the creation of the District.

(c) If the District defaults under this Agreement, the City or the Owners may give Notice to the District. If the District fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the Owners may enforce this Agreement by a writ of mandamus from a Hays County District Court or terminate this Agreement; however, any such remedy will not revoke the City's consent to the creation of the District.

(d) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

Section 7.05 Assignment.

(a) This Agreement, and the rights of the Owners hereunder, may be assigned by the Owners, with the City's consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the City. The City's consent to any proposed assignment will not be unreasonably withheld or delayed. The City hereby expressly consents to and approves the assignment of this Agreement to Dripping Springs Partners, Limited Liability Company and agrees that no further consent to such an assignment will be necessary; however, a copy of such assignment must be delivered to the City.

(b) If an Owner assigns its rights and obligations hereunder as to a portion of the Land, then the rights and obligations of any assignee and the Owner will be severable, and the Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Owner or Developer, the City may pursue all remedies against that nonperforming Owner or Developer, but will not impede development activities of any performing Owner(s) or Developer(s) as a result of that nonperformance.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

Section 7.06 Cooperation.

(a) The Parties each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with the Developer(s) in connection with any waivers or approvals that the Developer(s) may desire from Hays County in order to avoid the duplication of facilities or services in connection with the development of the Land.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Parties agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

DISTRICT: John W. Bartram
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party. The Owners may, by giving at least five days' written notice to the City, designate additional Parties to receive copies of notices under this Agreement.

Section 7.08 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 7.09 Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 7.10 Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Hays County, Texas.

Section 7.11 Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 7.12 Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective (as of the Effective Date of this Agreement) only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Section 7.13 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday,

Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 7.14 **Force Majeure.** If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 7.15 **Interpretation.** As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 7.16 **No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and neither the City, the District, nor the Owners intend 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 the City, the District, and the Owners (and any permitted assignee of the Owners).

Section 7.17 **Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A-1** Legal Description of Land for Mokhtarian
- Exhibit A-2** Legal Description of Land for 740 SP
- Exhibit A-3** Legal Description of Land for Cunningham
- Exhibit B** Concept Plan
- Exhibit C** City Consent Resolution
- Exhibit D** Easement Dedications

* * *

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date of this Agreement.

(Signatures on the following pages.)

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

CITY:

CITY OF DRIPPING SPRINGS

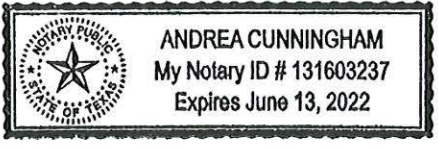
By: Bill Foulds, Jr.
Bill Foulds, Jr., Mayor

Date: 11/22/2021

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on November 22, 2021, by Bill Foulds, Jr., Mayor of the City of Dripping Springs, a Texas Type A general law municipality on behalf of said municipality.

Andrea Cunningham
Notary Public Signature

(Seal) 

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS:

Robert Mokhtarian, Individually

Robert Mokhtarian, Trustee
Edward Mokhtarian Trust

Robert Mokhtarian, Trustee
Edmund Mokhtarian Trust

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by Robert Mokhtarian, individually.

(SEAL) _____
Notary Public Signature

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by Robert Mokhtarian, as Trustee for the Edward Mokhtarian Trust on behalf of said Trust.

(SEAL) _____
Notary Public Signature

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by Robert Mokhtarian, as Trustee for the Edmund Mokhtarian Trust on behalf of said Trust.

(SEAL)

Notary Public Signature

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS (continued):

740 SPORTS PARK, LLC, a Texas limited liability company

By: _____
David Denbow, President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public Signature

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS (continued):

Clinton Cunningham

Dawn Cunningham

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by Clinton Cunningham, individually.

(SEAL) _____
Notary Public Signature

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2021, by Dawn Cunningham, individually.

(SEAL) _____
Notary Public Signature

COUNTERPART SIGNATURE PAGE TO
CONSENT AND DEVELOPMENT AGREEMENT

DISTRICT:

DRIPPING SPRINGS MUNICIPAL
UTILITY DISTRICT NO. 1

By: _____,
_____, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on _____, 202__, by
_____, President of the Board of Directors of Dripping Springs Municipal Utility District
No. 1, a political subdivision of the State of Texas, on behalf of said District.

(SEAL)

Notary Public Signature

Description of the Land

EXHIBIT A-1

Legal Description of Mokhtarian Land (Two Tracts)

Mokhtarian Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60#D nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fiola Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

Mokhtarian Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60 FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 28, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 85.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 766, PAGE 806, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 85.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRES STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010.0000); Combined Scale Factor 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KCE ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHOT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1482, Page 874, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.04 feet to a 1/2-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/2-inch iron rod found for a southeast adjacent corner of said 40.00 acre tract, and a most westerly northwest adjacent corner of said 85.2767 acre tract and herein, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/2-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/2-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 788.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/2-inch iron rod found on the south line of said 85.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
18740 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
612-888-2238
Firm Registration No.: 10081700



Bryan D. Newsome 12 November 2017
Bryan D. Newsome Registered Professional Land Surveyor No. 5857 Date

EXHIBIT A-2

Legal Description of 740 SP Land (Three Tracts)

740 SP Land Tract 1:

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704-138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 359.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. S88°48'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

740 SP Land Tract 2:

Non-exclusive right of way and utility easement in common with other parties, as created and further described in that conveyance recorded in Volume 181, Page 171, Deed Record, Hays County, Texas.

740 SP Land Tract 3:

Non-exclusive ingress and-easement in common with other parties, as created and further described in that conveyance recorded in Document No. 18007850, Official Public Records, Hays County, Texas.

EXHIBIT A-3

Legal Description of Cunningham Land (Five Tracts)

Cunningham Tract 1:

Being 10.00 acres of land, more or less, in the P. A. SMITH SURVEY, ABSTRACT NO. 415, situated in Hays County, Texas, being that same tract conveyed in Volume 4258, Page 618, of the Official Public Records of Hays County, Texas and as more particularly described by metes and bounds as follows:

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty 40.00 acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-D nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: I=15°12'13", R=689.28 feet, T=91.99 feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

Cunningham Tract 2:

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Mara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Fleola Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

Cunningham Tract 3:

Tract 3: Easement estate as created and described in Easement Agreement dated March 16, 1960, recorded in Volume 181, Page 171, Deed Records of Hays County, Texas, and being more particularly described therein.

Cunningham Tract 4:

Tract 4: Easement estate as created and described in Ingress and Egress Easement dated February 24, 2018, recorded in Document No. 18007849, of the Deed Records of Hays County, Texas, and being more particularly described therein.

Cunningham Tract 5:

Tract 5: Easement estate as created and described in in that certain Deed of Easement dated July 31, 1993, recorded in Volume 1010, Page 53, of the Official Public Records of Hays County, Texas, and being more particularly described therein.

EXHIBIT B

Concept Plan

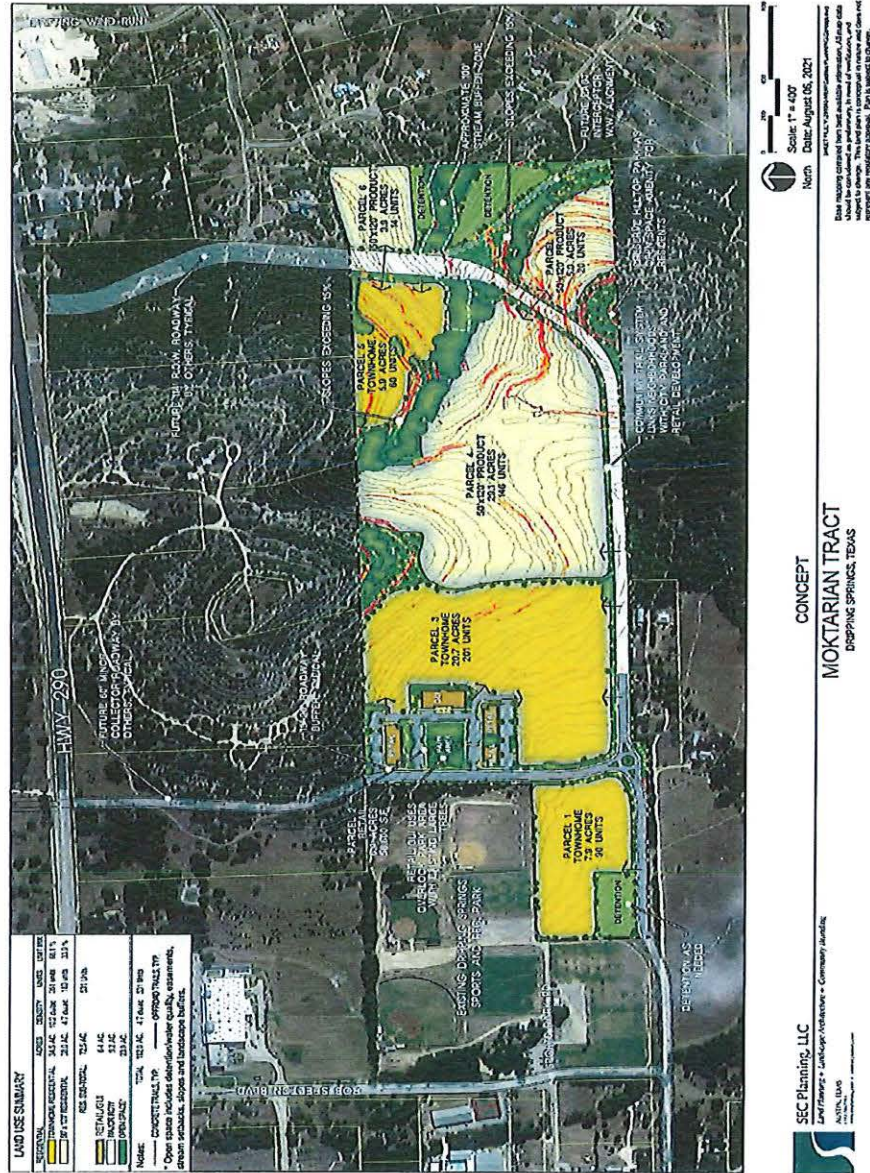


EXHIBIT C

City Consent Resolution

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-R33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), CONSENTING TO THE CREATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 ON THE MOKHTARIAN, CUNNINGHAM, AND 740 SPORTS PARK TRACTS FOR THE VILLAGE GROVE SUBDIVISION; PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, pursuant to Section 42.042 of the *Texas Local Government Code* and Section 54.016 of the *Texas Water Code*, Robert Mokhtarian, Individually; Robert Mokhtarian, Trustee for Edward Mokhtarian; Robert Mokhtarian, Trustee for Edmund Mokhtarian; 740 Sports Park, LLC, a Texas limited liability company; and Clinton D. Cunningham and Dawn Cunningham (collectively, the "Owners") have submitted to the City the petition attached as Exhibit "A" to this Resolution (the "Petition") requesting the City's consent to the creation of Dripping Springs Municipal Utility District No. 1 (the "District") over the land more particularly described in the Petition (the "Land"), which, at the time of submission of the Petition, was located within the City's extraterritorial jurisdiction but proposed to be annexed into the corporate boundaries of the City; and

WHEREAS, the City has annexed the Land proposed to be included in the District; and

WHEREAS, the City and Owners have negotiated an Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1; and

WHEREAS, following review of the Petition and Agreement, the City desires to grant the Petition and consent to the creation of the District over the Land, now therefore

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

SECTION 1. CONSENT

The City, in reliance upon statements in the Petition regarding the Petitioners' ownership of the Land in the District, hereby grants the Petition and, in accordance with Section 42.042 of the *Texas Local Government Code* and Section 54.016 of the *Texas Water Code*, specifically gives its written consent to the creation of the District over the Land.

That the Mayor of the City is hereby authorized to execute the Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1 and that the City Secretary is hereby authorized to attest such execution for and on behalf of the City.

SECTION 2. EFFECTIVE DATE


This Resolution shall be in full force and effect from and after its passage on the date shown below.

SECTION 3. OPEN MEETINGS

The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, *Texas Government Code*, as amended.

PASSED & APPROVED this, the 19th day of October 2021, by a vote of 3 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:



Bill Foulds, Jr., Mayor

ATTEST:



Andrea Cunningham, City Secretary

City of Dripping Springs

SEP 24 2021

PETITION FOR CONSENT TO CREATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 Rec'd by City Secretary

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS:

The undersigned (collectively, the "Petitioners"), holding title to the land described below (the "Land") and acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, respectfully petition the City Council of the City of Dripping Springs, Texas (the "City") for its written consent to the creation of a municipal utility district over the Land and, in support of this Petition, would show the following:

I.

The name of the proposed district is DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 (the "District").

II.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto. It is proposed that the District be granted road powers under the authority of Article III, Section 52 of the Texas Constitution.

III.

The Land proposed to be contained within the District is a total of 112.2903 acres of land, more or less, situated in Hays County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference. All of the Land is currently located within the extraterritorial jurisdiction of the City; however, Petitioners intend to voluntarily request that the Land be annexed into the corporate boundaries of the City prior to creation of the District. The Land may be properly be included within the District.

IV.

Petitioners hold title to the Land proposed to be included within the District and are the owners of a majority in value of such Land, as indicated by the tax rolls of Hays County, Texas. The only lienholder on the Land, PlainsCapital Bank, has consented to the creation of the District as evidenced by the Certificate of Lienholder's Consent attached as Exhibit B.

V.

The general nature of the work proposed to be done by the District, as contemplated at the present time, is the design, construction, acquisition, improvement, extension, financing, and issuance of bonds: (i) for maintenance, operation, and conveyance of an adequate and efficient water works and sanitary sewer system for domestic and commercial purposes; (ii) for maintenance, operation, and conveyance of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate, and amend local storm waters or other harmful excesses of waters; (iii) for conveyance of roads and improvements in aid of roads; and (iv) for maintenance, operation, and

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conveyance of such other additional facilities, systems, plants, and enterprises as may be consistent with any or all of the purposes for which the District is created.

VI.

There is a necessity for the above-described work because there is not now available within the area an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or roadway system to serve the Land, which will be developed for a mix of single-family residential, multi-family residential, and commercial uses. The health and welfare of the present and future inhabitants of the area and of the adjacent areas require the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, and roadway system. A public necessity therefore exists for the creation of the District, in order to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of a waterworks system, sanitary sewer system, drainage and storm sewer system, and roadway system to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

A preliminary investigation has been made to determine the cost of the proposed District's projects, and it is now estimated by the Petitioners, from such information as is available at this time, that such cost will be approximately \$23,643,904.00.

VIII.

Petitioners, by submission of this Petition, request the City's consent to the creation of the District, as described in this Petition.

Petitioners request that this Petition be heard and that the City Council duly pass and approve an ordinance or resolution granting its consent to the creation of the District and authorizing the inclusion of the Land within the District.

EXECUTED on the date or dates indicated below, to be effective the 16th day of September, 2021.

PETITIONERS:

As to the 79.0723 acres described in Exhibit A-1 and the 1.18 acres described in Exhibit A-2

By: [Signature]
Robert Mokhtarian, Individually

By: [Signature]
Robert Mokhtarian, Trustee
Edward Mokhtarian Trust

By: [Signature]
Robert Mokhtarian, Trustee
Edmund Mokhtarian Trust

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, individually.

See attached certificate

Notary Public Signature

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, Trustee of the Edward Mokhtarian Trust on behalf of said Trust.

See attached certificate

Notary Public Signature

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Robert Mokhtarian, Trustee of the Edmund Mokhtarian Trust on behalf of said Trust.

See attached certificate

Notary Public Signature

(SEAL)

{W1068793.2}

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On September 15, 2021 before me, Narciso Meza, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Robert Mokhtarian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Narciso Meza
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Petition For Consent To Creation of Dripping Springs Municipal Utility Distr Document Date: Sept. 15 2021
Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)


Signer's Name: Robert Mokhtarian
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

PETITIONERS (continued):

As to the 17.038 acres described in Exhibit A-3

740 Sports Park, LLC, a Texas limited liability company

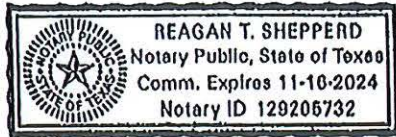
By: 
David Denbow, President

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

This instrument was acknowledged before me on the 10 day of September, 2021, by David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)


Notary Public Signature



PETITIONERS (continued):

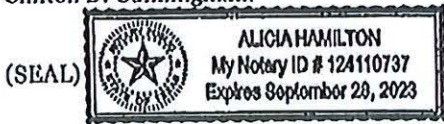
As to the 10.00 acres described in Exhibit A-4 and the 5.000 acres described in Exhibit A-5

By: *Clinton D. Cunningham*
Clinton D. Cunningham

By: *Dawn Cunningham*
Dawn Cunningham

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

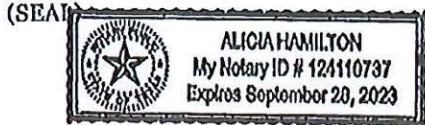
This instrument was acknowledged before me on the 17th day of September 2021, by Clinton D. Cunningham.



Alicia Hamilton
Notary Public Signature

THE STATE OF TEXAS §
 §
COUNTY OF Hays §

This instrument was acknowledged before me on the 17th day of September 2021, by Dawn Cunningham.



Alicia Hamilton
Notary Public Signature

{W1060793.2}

EXHIBIT A

The approximately 112.2903 acres of land consisting of the 79.0723 acres of land more particularly described on the attached Exhibit A-1; the 1.18 acres of land more particularly described on the attached Exhibit A-2; the 17.038 acres of land more particularly described on the attached Exhibit A-3; the 10.00 acres of land more particularly described on the attached Exhibit A-4; and the 5.000 acres of land more particularly described on the attached Exhibit A-5.

EXHIBIT A-1

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE G.H. MALOIT SURVEY AND THE BENJAMIN F. HIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO HAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 705, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60# nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 10° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lillian Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fivola Dought by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: L = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: L = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: L = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 07°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

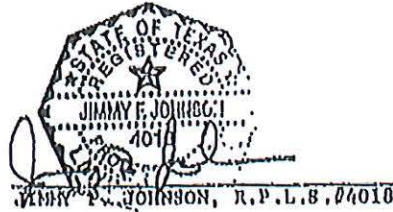


EXHIBIT A-2

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 80 FEET (00') IN WIDTH, TOTALING 1.10 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 2B, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 86.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 768, PAGE 808, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHOY), LESS THAT CALLED 70.0723 ACRE TRACT SEVERED FROM SAID 86.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEU TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 840, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.10 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Foot, Reference Frame: NAD_83(2011) (Epoch: 2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with one stamped "KC ENC" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHOY), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1482, Page 874, OFFICIAL, same being the southwest corner of that called 17.0610 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 767, Page 709, RPRHOY;

THENCE N 02° 19' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 19' 09" W, with the west line of said 17.0610 acre tract, 408.64 feet to a 1/2-inch iron rod found for the northwest corner of said 17.0610 acre tract, same being the westerly southwest corner of said 86.2767 acre tract, and POINT OF BEGINNING hereof;
- 2) N 02° 19' 09" W, 80.00 feet to a 1/2-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest reentrant corner of said 86.2767 acre tract and hereof, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/2-inch iron rod found on the west line of said 70.0723 acre tract, and being the northern corner hereof; and from which point, a 1/2-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 70.0723 acre tract bears N 02° 19' 09" W, 788.07 feet;

THENCE S 02° 19' 09" E, crossing said 86.2767 acre tract with said west line of 70.0723 acre tract, 80.00 feet to a 1/2-inch iron rod found on the south line of said 86.2767 acre tract, same being the north line of said 17.0610 acre tract, for a southwest corner of said 70.0723 acre tract and southeast corner hereof;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0610 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.10 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Accuracy Survey 17677-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
10740 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
612.000-2230
Plan Registration No.: 10001700



Bryan D. Nowoslo 17 November 2017
Bryan D. Nowoslo Registered Professional Land Surveyor No. 6887 Date

EXHIBIT A-3

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an Iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch Iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHC.T.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 869.69 feet to a ½ inch Iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 78.0723 acre tract as described in Volume 1128, Page 849 O.P.R.,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 78.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch Iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.,T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 580.13 feet to a ½ inch Iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00 acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch Iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch Iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 160.23 pass a ½ inch Iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

EXHIBIT A-4

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. L. ^{North} LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southwest corner of that certain forty (40.00) acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 101, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Mason by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-0 nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the north boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the north boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: $T=15°12'13"$, $R=689.28$ feet, $T=91.99$ feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

{W1068793.2}

City of Dripping Springs
Resolution No. 2021-R33
City of Dripping Springs
MUD Creation & Operation Agreement

Exhibit A-4 - Page 1 of 2

Dripping Springs MUD No. 1 Consent
Page 14 of 18
Dripping Springs MUD No. 1
Page 46 of 51

May 25, 1909
Re: 10.00 acre tract
Page 2

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°49'13" W for 636.33 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


J. H. Galt
Surveyor
No. 22,000
State of Missouri
1909

Job 01646

Updated

9-3-93

EXHIBIT A-5

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEASUR IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDAR AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. G. and Nora Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

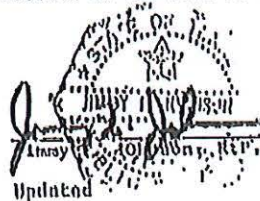
THENCE, along the east boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Elena Bennett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southeast corner of the above described Bennett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 302.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Surveyor of Hays County, Texas, No. 04010
Printed 9-3-93

Job #1651

EXHIBIT B

CERTIFICATE OF LIENHOLDER'S CONSENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

PlainCapital Bank, Texas state bank, being the lienholder on a portion of the land that is proposed to be included in Dripping Springs Municipal Utility District No. 1, as described by metes and bounds on the attached **Exhibit "1"**, hereby consents to the Petition for Creation of Dripping Springs Municipal Utility District No. 1 signed by Robert Mokhtarian, Individually; Robert Mokhtarian, Trustee for Edward Mokhtarian Trust; Robert Mokhtarian, Trustee for Edmund Mokhtarian; David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company; and Clinton D. Cunningham and Dawn Cunningham concerning such land.

WITNESS MY HAND effective as of the 10th day of SEPTEMBER, 2021.

PlainsCapital Bank, a Texas state bank

By: [Signature]
Printed Name: Tommy Ward
Title: Vice President
Date: 9-10-21

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was executed before me on this 10th day of September, 2021, by Tommy WARD, VICE PRESIDENT of PlainsCapital Bank, a Texas state bank, on behalf of said bank.

(SEAL)



[Signature]
Notary Public Signature

EXHIBIT "1"

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an Iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N01°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N76°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

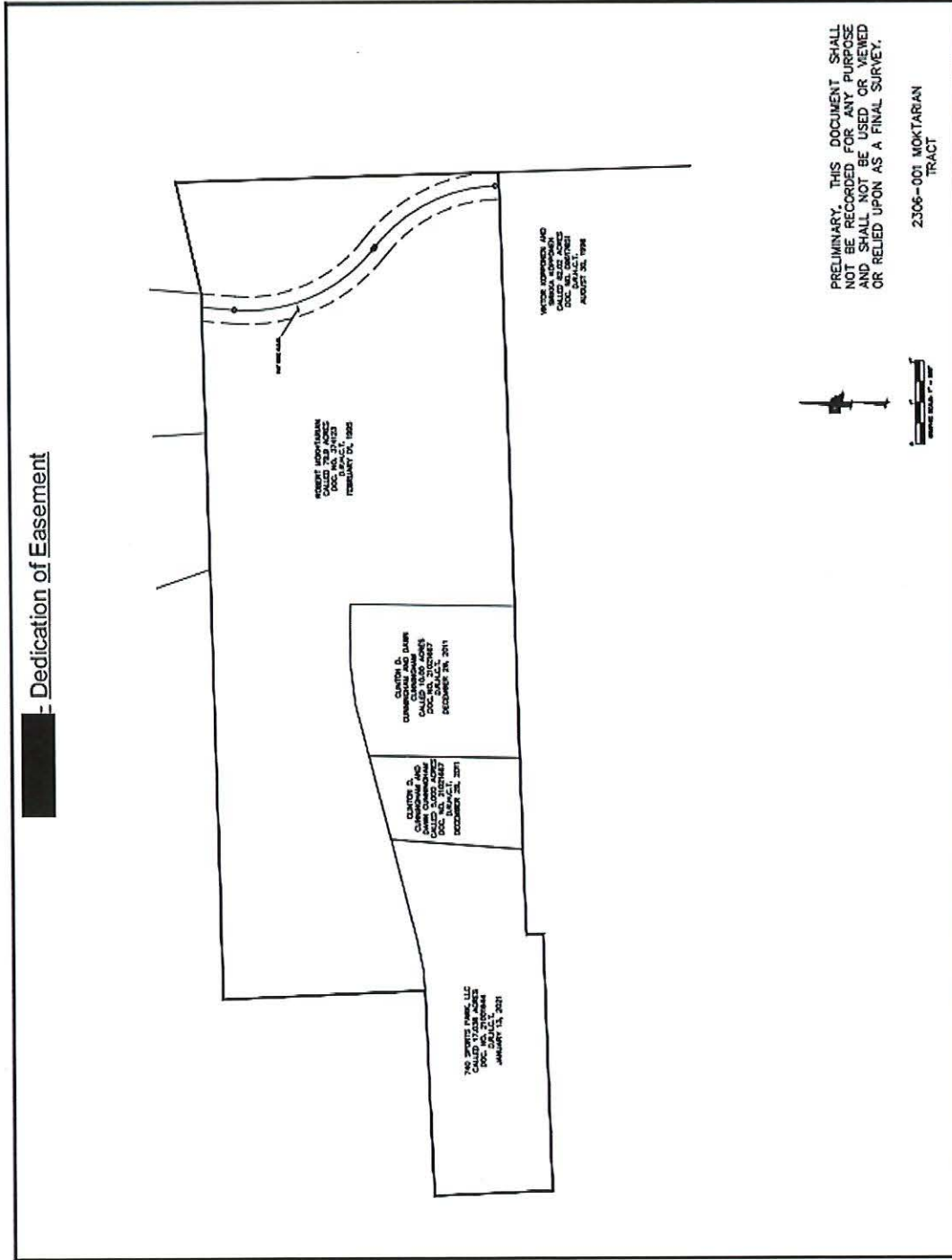
THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 580.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00 acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

EXHIBIT D

Easement Dedications



CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2021-41

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNERS APPROXIMATELY 111.1103 ACRES OF LAND INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF DRIPPING SPRINGS, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

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

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

WHEREAS, the City received a written petition from Clinton Cunningham and Dawn Cunningham requesting the voluntary annexation of the area described in Exhibit “A” on September 30, 2021; and

WHEREAS, the area identified in Exhibit “A”, 15 acres located in the P.A. Smith League, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City received a written petition from 740 Sports Park LLC, requesting the voluntary annexation of the area described in Exhibit “B” on October 1, 2021; and

WHEREAS, the area identified in Exhibit “B”, 17.038 acres located in the P.A Smith League, Hays County, Texas, is adjacent and contiguous to the city limits; and

WHEREAS, the City received a written from petition Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and as Trustee for Edmund Mokhtarian requesting the voluntary annexation of the area described in Exhibit “C” on October 12, 2021; and

WHEREAS, the area identified in Exhibit “C”, 79.0723 acres of the P.A. Smith League Survey, the C.H. Malott Survey and the Benjamin F. Mims Survey No. 8, Hays County, Texas, is adjacent and contiguous to the city limits; and

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

WHEREAS, the City Council conducted a public hearing and considered testimony regarding

the annexation of the property, in accordance with Section 43.0673 of Texas Local Government Code on October 19, 2021; and

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

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

1. FINDINGS OF FACT

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

2. ANNEXATION OF TERRITORY

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

3. EFFECTIVE DATE

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

4. FILING

- A. The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B. The City Secretary is hereby instructed to have prepared maps depicting the new municipal

boundaries and extraterritorial jurisdiction.

- C. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.
- D. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller’s Office.

5. SEVERABILITY

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

6. PROPER NOTICE AND MEETING

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

PASSED AND APPROVED this the 19th day of October 2021, by a vote of 3 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of the City of Dripping Springs, Texas.

THE CITY OF DRIPPING SPRINGS:



Bill Foulds Jr.

Bill Foulds Jr.

ATTEST:

Andrea Cunningham
Andrea Cunningham, City Secretary

EXHIBIT “A”

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.


The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: October 18, 2021.



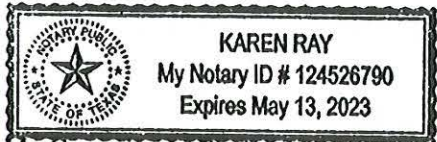
Clinton Cunningham



Dawn Cunningham

STATTE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on October 18 2021 by Clinton Cunningham and Dawn Cunningham.





Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

Property Legal Description:

Tract 1:

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SHERIDAN LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty (40.00) acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide increase and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Henson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-0 nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: $I=15^{\circ}12'13"$, $R=689.28$ feet, $T=91.99$ feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'56" E for 230.19 feet to an iron pin set for the northeast corner of the herein described tract.

May 25, 1989
Re: 10.00 acre tract
Page 2

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy L. Johnson
State of Texas License No. 74010
Surveyor

Job #1646

Updated

9-3-93

Tract 2:

Oak Hill Surveying Co., Inc.
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Hara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.


THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 60.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Etola Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 302.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


Jimmy R. Gibson, R.P.S. 74018
Updated 9-3-93

Job #1651

EXHIBIT “B”

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**


TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: 10/1, 2021.

740 Sports Park, LLC
A Texas limited liability company

By: 
Name: David Denbow
Title: Manager

STATTE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on October 1st, 2021 by David Denbow, Manager of 740 Sport Park, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

My Commission Expires: 11-16-2024

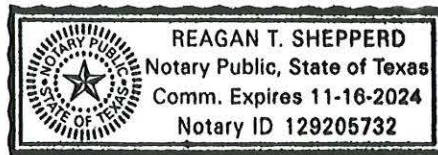


EXHIBIT A

Property Legal Description:

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N61°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. S88°48'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

EXHIBIT “C”

**PETITION REQUESTING ANNEXATION OF TERRITORY
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Dated: 10/12, 2021.



Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian

STATTE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 10-12, 2021 by Robert Mokhtarian, Robert Mokhtarian Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian.

A. Valadez
Notary Public, State of California

My Commission Expires: 09-23-2024

See attached CA Acknowledgment
10-12-2021 A-V,

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

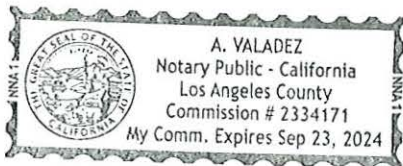
On 10-12-2021 before me, A. Valadez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert Mokhtarian
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature A. Valadez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Petition Requesting Annexation of Territory
Title or Type of Document: _____ Document Date: 10-12-2021
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT A

Property Legal Description:

Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60#D¹ nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fioela Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.


THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.



 JIMMY F. JOHNSON, R.P.L.S. #4018

Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60-FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 26, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 85.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 788, PAGE 808, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 85.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1482, Page 671, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 797, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.84 feet to a 1/4-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/4-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 85.2767 acre tract and herein, and
- 3) N 87° 48' 51" E, 859.70 feet to a 1/4-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/4-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 788.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/4-inch iron rod found on the south line of said 85.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 48' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.
P.O. Box 1273
16740 Fitzhugh Road, Ste. 102
Dripping Springs, Texas 78620
512-868-2238
Firm Registration No.: 10091700



Bryan D. Newsome
Bryan D. Newsome Registered Professional Land Surveyor No. 5657 Date *13 November 2017*