



DRIPPING SPRINGS  
Texas

**CITY COUNCIL SPECIAL MEETING**  
**City of Dripping Springs**  
**Council Chambers, 511 Mercer St, Dripping Springs, TX**  
**Tuesday, September 05, 2023 at 5:30 PM**

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## **AGENDA**

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

#### **City Council Members**

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

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

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
Interim City Administrator / City Treasurer Shawn Cox  
City Attorney Laura Mueller  
People & Communications Director Lisa Sullivan  
City Secretary Andrea Cunningham  
IT Director Jason Weinstock  
Parks & Community Services Director Andy Binz  
Community Events Coordinator Johnna Krantz  
Public Works Director Aaron Reed  
Planning Director Tory Carpenter  
City Planner Warlan Rivera  
Planning & Zoning Commission Chair Mim James

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### **WORKSHOP**

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

- 1. EXECUTIVE SESSION: Deliberation regarding the appointment, employment, evaluation, reassignment, compensation, policies, and duties of Penny Appleman, Roman Baligad, Andrew Binz, Kevin Campbell, Tory Carpenter, Shawn Cox, Andrea Cunningham, Brandon Elliott, Melanie Engels, Fletcher Engstrom, Mark Escobedo, Manny Espinosa, Jose Esquivel, Ginger Faught, Michelle Fischer, Sesario Garza, Cathy Gieselman, Katherine Griego, Kyle Hagen, Wacey Hanger, Stephanie Hartnett, Johnathon Hill, Caylie Houchin, Robert Hutson, Alison Jamieson, Sheri Kapanka, Amy Kappler, Johnna Krantz, Charles Gray Lahrman, Samantha Larghe, Heron Longoria, Ryane Maceyra, Laura Mueller, Emily Nelson, Anthony Pennell, Shane Pevehouse, Cameron Queen, Aaron Reed, Charles Reed, Craig Rice, Warlan Rivera, Jessica Selina**

**Segovia, Mackenzie Rusick, Teresa Sanders, Lily Sellers, Nick Spillar, William Stevens, Riley Sublett, Lisa Sullivan, Andrew Thompson, Jason Weinstock, and Utility Services Manager. Consultation with Attorney, 551.071; Deliberation of Personnel Matters, 551.074**

- 2. Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2024.**

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**CITY COUNCIL**

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**PLEDGE OF ALLEGIANCE**

**PRESENTATION OF CITIZENS**

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

**PROCLAMATION**

- 3. Proclamation of the City of Dripping Springs proclaiming the months of September - November 2023 and March - May 2024, as "Lights Out Migratory Months" in the City of Dripping Springs, Texas. Sponsor: Council Member Sherrie Parks**

**BUDGET**

- 4. Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas, adopting the 2023-2024 Fiscal Year Municipal Budget; funding municipal services and authorizing expenditures.**
  - a. Staff Report
  - b. Public Hearing
  - c. Budget Ordinance
  
- 5. Public Hearing regarding the Proposed 2023 Ad Valorem Tax and Levy of Two Thousand Ninety-Eight Ten-Thousands Cents (\$0.2098) per one hundred (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits.**
  - a. Staff Report
  - b. Public Hearing

## 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 August 15, 2023, City Council workshop and regular meeting minutes.**
- 7. Approval of the reimbursement agreement between the City of Dripping Springs, the Dripping Springs Skatepark Inc., and the Dripping Springs Community Foundation for the amount of \$75,000 toward the construction of the skatepark to be located at Founders Memorial Park. Sponsor: Council Member Wade King**
- 8. Approval of a Reimbursement Agreement with M/I Homes related to the Shared Use Path on Roger Hanks Parkway. Applicant: Alex Granados, Kimley Horn**
- 9. Approval of a Temporary Street Closure Permit Application to close Roger Hanks Parkway south of Lucy Loop to Creek Road for the 2023 Run by the Creek 5k & 10k on November 12, 2023. Applicant: Steve Mallett, Dripping Springs Running Club President.**

## BUSINESS AGENDA

- 10. Public hearing and consideration of approval of an Ordinance regarding CUP2023-0002: an application for a Conditional Use Permit to allow self-storage use at 1300 E US 290. Applicant: Ken Leonard, AAA Storage LLC**
  - a. Applicant Presentation
  - b. Staff Report
  - c. Planning & Zoning Commission Report
  - d. Public Hearing
  - e. Ordinance
- 11. Public hearing and consideration of approval of an Ordinance Amending Chapter 20, Article 20.06, Section 20.06.004 of the Dripping Springs Code of Ordinances adding a Rate for Reclaimed Water. Sponsor: Mayor Bill Foulds, Jr.**
  - a. Staff Report
  - b. Public Hearing
  - c. Ordinance
- 12. Discuss and consider approval of the Appointment of Dr. Holly Morris-Kuentz to the Economic Development Committee for a term ending June 30, 2025.**
- 13. Public hearing and consideration of approval of an Ordinance Amending Chapter 2 Administration and Personnel, Article 2.04 Boards, Commissions and Committee,**

**Division 6 Transportation Committee, Sec. 2.04.155. - Membership; meetings. Sponsor:**  
*Mayor Bill Foulds, Jr.*

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

- 14. Discuss and consider the Appointment of Elaine Cogburn to the Transportation Committee as the Dripping Springs Independent School District representative for a term ending June 30, 2025.**

## **REPORTS**

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

- 15. Planning Department Report**  
*Tory Carpenter, Planner Director*

## **EXECUTIVE SESSION AGENDA**

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

- 16. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items. Consultation with Attorney, 551.071**
- 17. Deliberation regarding the appointment, employment, evaluation, reassignment, compensation, policies, and duties of Penny Appleman, Roman Baligad, Andrew Binz, Kevin Campbell, Tory Carpenter, Shawn Cox, Andrea Cunningham, Brandon Elliott, Melanie Engels, Fletcher Engstrom, Mark Escobedo, Manny Espinosa, Jose Esquivel, Ginger Faught, Michelle Fischer, Sesario Garza, Cathy Gieselman, Katherine Griego, Kyle Hagen, Wacey Hanger, Stephanie Hartnett, Johnathon Hill, Caylie Houchin, Robert Hutson, Alison Jamieson, Sheri Kapanka, Amy Kappler, Johnna Krantz, Charles Gray Lahrman, Samantha Larghe, Heron Longoria, Ryane Maceyra, Laura Mueller, Emily Nelson, Anthony Pennell, Shane Pevehouse, Cameron Queen, Aaron Reed, Charles Reed, Craig Rice, Warlan Rivera, Jessica Selina Segovia, Mackenzie Rusick, Teresa Sanders, Lily Sellers, Nick Spillar, William Stevens, Riley Sublett, Lisa Sullivan, Andrew Thompson, Jason Weinstock, and Utility Services Manager. Consultation with Attorney, 551.071; Deliberation of Personnel Matters, 551.074**

18. **Consultation with Attorney regarding legal issues related to recently passed legislation.** *Consultation with Attorney , 551.071*
19. **Consultation with Attorney related to building inspection services.** *Consultation with Attorney, 551.071*

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

September 19, 2023, at 6:00 p.m. (CC)  
October 3, 2023, at 6:00 p.m. (CC & BOA)  
October 17, 2023, at 6:00 p.m. (CC)  
November 7, 2023, at 6:00 p.m. (CC)  
November 21, 2023, at 6:00 p.m. (CC & BOA)

### Board, Commission & Committee Meetings

September 6, 2023, DSRP Board at 11:00 a.m.  
September 7, 2023, Historic Preservation Commission at 4:00 p.m.  
September 11, 2023, TIRZ No. 1 & No. 2 Board at 4:00 p.m.  
September 11, 2023, Founders Day Commission at 6:30 p.m.  
September 12, 2023, Planning & Zoning Commission at 6:00 p.m.  
September 13, 2023, 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](http://www.cityofdrippingsprings.com), on **September 1, 2023, at 3:30 p.m.***

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City Secretary

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



**PROCLAMATION  
OF THE CITY OF DRIPPING SPRINGS  
PROCLAIMING SEPTEMBER – NOVEMBER 2023  
AND MARCH – MAY 2024, AS**

**“Lights Out Migratory Months”**

- WHEREAS,** the Audubon National Lights Out Program was established in 1999 in Chicago, Illinois and was organized to protect birds from light pollution; and,
- WHEREAS,** the Lights Out Program encourages businesses and community members to turn off exterior lights from 11:00 p.m. to 6:00 a.m. during migratory months to reduce light pollution, providing safe and natural migration routes for birds; and,
- WHEREAS,** 1 of every 3 birds migrating through the U.S. passes through Texas, meaning approximately one billion birds travel through the state annually; and,
- WHEREAS,** studies show birds support local economies in Texas through Nature Tourism, which is dominated by birding; and,
- WHEREAS,** birds are essential to our planet’s ecology, provide ecosystem services, act as benchmarks for environmental health, increase livability, and connect people of all ages and abilities to the natural world; and,
- WHEREAS,** the Lights Out Program supports other Dripping Springs city initiatives such as the International Dark Sky Community designation, Jr. Birding Club, and Bird City designation; and,
- WHEREAS,** the Lights Out Dripping Springs Program, once proclaimed, will be listed as an official partner program on the Audubon website alongside other cities offering the program.

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

1. September through November of 2023 and March through May of 2024 shall hereafter be known as “Lights Out Migratory Months” in Dripping Springs, Hays County Texas.
2. Community members, business owners, and government officials are encouraged to extinguish exterior lights from 11:00 p.m. to 6:00 a.m. during the Lights Out Migratory Months.

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Bill Foulds, Jr., Mayor

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed	Item # 4.
<b>CITY - GENERAL FUND</b>						
<b>Balance Forward</b>	<b>4,408,438.85</b>	<b>4,408,438.85</b>	-	<b>4,408,438.85</b>	<b>3,383,100.83</b>	
<b>Revenue</b>						
AD Valorem	2,559,204.88	2,559,204.88	-	2,561,386.10	4,139,199.35	
AV P&I	4,000.00	4,000.00	-	7,833.21	4,000.00	
Sales Tax	3,800,000.00	3,800,000.00	-	4,400,000.00	3,800,000.00	
Mixed Beverage	75,000.00	75,000.00	-	85,000.00	75,000.00	
Alcohol Permits	6,852.50	6,852.50	-	7,832.50	9,000.00	
Fire Inspections	50,000.00	50,000.00	-	97,300.00	50,000.00	
Bank Interest	50,000.00	50,000.00	-	103,315.90	50,000.00	
Development Fees:						
- Subdivision	890,750.00	890,750.00	-	392,475.94	638,875.00	
- Site Dev	400,000.00	400,000.00	-	818,219.34	850,000.00	
- Zoning/Signs/Ord	65,000.00	65,000.00	-	65,000.00	65,000.00	
Building Code	1,500,000.00	1,500,000.00	-	1,615,000.00	1,500,000.00	
Transportation Improvements Reimbursements	-	-	-	-	240,000.00	
Solid Waste	45,000.00	45,000.00	-	60,452.02	45,000.00	
Health Permits/Inspections	75,000.00	75,000.00	-	80,000.00	75,000.00	
Municipal Court	1,000.00	1,000.00	-	-	-	
Other Income	40,000.00	40,000.00	-	40,000.00	40,000.00	
TXF from Capital Improvements	-	-	-	-	-	
TXF DSRP On Call	10,400.00	10,400.00	-	10,400.00	10,400.00	
TXF from HOT	2,404.33	2,404.33	-	2,404.33	-	
TXF from WWU	4,066.66	4,066.66	-	4,066.66	-	
TXF from TIRZ	-	-	-	194,000.00	100,558.00	
TXF from Sidewalk Fund	-	-	-	169,999.00	-	
FEMA	-	-	-	-	-	
CARES Act	-	-	-	-	-	
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-	-	-	-	
<b>Total</b>	<b>13,987,117.23</b>	<b>13,987,117.23</b>	-	<b>15,123,123.85</b>	<b>15,075,133.18</b>	
<b>Expense</b>						
Supplies	30,000.00	30,000.00	-	30,000.00	35,000.00	
Office IT Equipment and Support	105,890.00	113,690.00	7,800.00	113,690.00	139,499.00	
Software Purchase, Agreements and Licenses	218,759.00	265,318.00	46,559.00	265,318.00	192,000.00	
Website	6,625.00	6,625.00	-	6,676.25	6,800.00	
Communications Network/Phone	36,830.84	36,830.84	-	36,830.84	58,395.84	
Miscellaneous Office Equipment	6,000.00	6,000.00	-	6,000.00	10,300.00	
Utilities:						
- Street Lights	20,000.00	20,000.00	-	17,500.00	20,000.00	
- Streets Water	4,000.00	4,000.00	-	3,500.00	4,000.00	
- Office Electric	5,500.00	5,500.00	-	4,500.00	5,500.00	
- Office Water	650.00	650.00	-	500.00	650.00	
- Stephenson Electric	1,500.00	1,500.00	-	1,000.00	1,500.00	
- Stephenson Water	500.00	500.00	-	450.00	500.00	
Transportation:						
- Improvement Projects	1,096,332.00	1,096,332.00	-	1,266,331.00	1,140,000.00	
- Street & ROW Maintenance	204,050.00	204,050.00	-	204,050.00	211,005.00	
- Street Improvements	693,707.99	693,707.99	-	693,707.99	660,000.00	
Office Maintenance/Repairs	18,510.00	18,510.00	-	18,510.00	19,860.00	
Stephenson Building Maintenance	6,000.00	6,000.00	-	500.00	550.00	
Maintenance Equipment	97,500.00	97,500.00	-	97,500.00	8,500.00	
Equipment Maintenance	5,500.00	5,500.00	-	5,500.00	6,750.00	
Maintenance Supplies	5,100.00	5,100.00	-	5,100.00	6,500.00	
Fleet Acquisition	50,000.00	50,000.00	-	35,000.00	399,000.00	
Fleet Maintenance	44,180.00	44,180.00	-	44,180.00	78,020.00	
City Hall Improvements	500,000.00	500,000.00	-	-	556,000.00	
Uniforms	12,320.00	12,320.00	-	12,320.00	17,500.00	
Special Projects:						
- Family Violence Ctr	7,000.00	7,000.00	-	7,000.00	7,000.00	7

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed	Item # 4.
- Lighting Compliance	2,000.00	2,000.00	-	2,000.00	2,000.00	
- Economic Development	5,000.00	5,000.00	-	5,000.00	5,000.00	
- Records Management	1,220.00	1,220.00	-	720.00	1,220.00	
- Government Affairs	60,000.00	60,000.00	-	60,000.00	-	
- Stephenson Parking Lot Improvements						
- Stephenson Building Rehabilitation	210,000.00	210,000.00	-	210,000.00	92,025.00	
- OFR Grant Writer	-	-	-	-	-	
- Planning Consultant	250,000.00	250,000.00	-	250,000.00	165,000.00	
- Land Acquisition	10,000.00	10,000.00	-	10,000.00	10,000.00	
- Downtown Bathroom	200,000.00	200,000.00	-	-	200,000.00	
- City Hall Planning	30,000.00	30,000.00	-	10,000.00	20,000.00	
Public Safety:						
- Emergency Management Equipment	45,690.00	45,690.00	-	55,000.00	79,200.00	
- Emergency Equipment Fire & Safety	611.00	611.00	-	1,750.00	996.00	
- Emergency Mgt PR	2,000.00	2,000.00	-	2,500.00	2,000.00	
- Emergency Equipment Maintenance & Service	11,702.00	11,702.00	-	25,000.00	12,102.00	
- Emergency Management Other	30,000.00	30,000.00	-	30,000.00	-	
- Animal Control	3,400.00	3,400.00	-	3,400.00	3,400.00	
Public Relations	5,200.00	5,200.00	-	5,200.00	15,300.00	
Postage	3,200.00	3,200.00	-	3,500.00	3,500.00	
TML Insurance:						
- Liability	25,000.00	25,000.00	-	20,032.00	27,277.00	
- Property	41,000.00	41,000.00	-	45,701.00	48,810.00	
- Workers' Comp	25,000.00	25,000.00	-	47,816.00	34,656.00	
Dues, Fees, Subscriptions	41,337.95	41,337.95	-	50,000.00	31,500.00	
Public Notices	6,000.00	6,000.00	-	6,000.00	2,000.00	
City Sponsored Events	5,000.00	5,000.00	-	-	-	
Election	8,000.00	8,000.00	-	-	8,000.00	
Salaries	2,624,223.34	2,624,223.34	-	2,400,000.00	3,583,365.68	
Taxes	209,825.09	209,825.09	-	195,000.00	286,727.47	
Benefits	278,376.89	278,376.89	-	255,000.00	309,126.00	
Retirement	156,944.31	156,944.31	-	150,000.00	210,043.33	
DSRP Salaries	485,020.13	485,020.13	-	440,000.00	545,732.96	
DSRP Taxes	38,873.31	38,873.31	-	40,000.00	44,268.57	
DSRP Benefits	73,071.07	73,071.07	-	67,500.00	66,706.85	
DSRP Retirement	27,399.78	27,399.78	-	27,500.00	32,225.53	
Professional Services:						
- Financial Services	35,000.00	35,000.00	-	35,150.00	37,500.00	
- Engineering	70,000.00	70,000.00	-	25,000.00	70,000.00	
- Special Counsel and Consultants	55,800.00	55,800.00	-	55,800.00	49,000.00	
- Muni Court	15,500.00	15,500.00	-	10,000.00	15,500.00	
- Bldg. Inspector	750,000.00	750,000.00	-	1,000,000.00	750,000.00	
- Fire Inspector	40,000.00	40,000.00	-	77,840.00	40,000.00	
- Health Inspector	50,000.00	50,000.00	-	70,000.00	60,000.00	
- Architectural and Landscape Consultants	5,000.00	5,000.00	-	5,000.00	5,000.00	
- Historic District Consultant	3,500.00	3,500.00	-	7,300.00	13,500.00	
- Lighting Consultant	1,000.00	1,000.00	-	2,500.00	2,000.00	
- Human Resource Consultant	15,000.00	15,000.00	-	10,500.00	28,306.00	
Training/CE	92,892.04	92,892.04	-	92,892.04	84,158.93	
Employee Engagement	-	-	-	-	20,000.00	
Meeting Supplies	-	-	-	-	12,700.00	
Code Publication	8,000.00	8,000.00	-	8,000.00	5,200.00	
Mileage	2,000.00	2,000.00	-	2,000.00	2,000.00	
Miscellaneous Office Expense	10,000.00	10,000.00	-	10,000.00	10,000.00	
Bad Debt Expense	-	-	-	-	-	
Contingencies/Emergency Fund	50,000.00	50,000.00	-	50,000.00	50,000.00	
Coronavirus Local Fiscal Recovery Funds (CLFRF)						
TXF to Reserve Fund	500,000.00	500,000.00	-	500,000.00	500,000.00	
TXF AV to TIF	355,961.65	355,961.65	-	363,837.20	668,644.77	
TXF to TIRZ	-	-	-	-	-	
Sales Tax TXF to WWU	760,000.00	760,000.00	-	880,000.00	760,000.00	8

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed	Item # 4.
SPA & ECO D TXF	218,880.00	218,880.00	-	253,440.00	218,880.00	
TXF to DSRP	275,884.04	275,884.04	-	275,884.04	-	
TXF to Capital Improvement Fund	300,000.00	300,000.00	-	300,000.00	300,000.00	
TXF to Vehicle Replacement Fund	70,326.00	70,326.00	-	70,326.00	86,010.00	
TXF to Debt Service	-	-	-	-	749,000.00	
TXF to WWU			-			
TXF to Founders Day			-			
TXF to Farmers Market	15,249.56	15,249.56	-	15,249.56	16,679.31	
<b>Total</b>	<b>11,791,542.99</b>	<b>11,845,901.99</b>		<b>11,415,001.92</b>	<b>13,981,091.25</b>	

**PARKS - GENERAL FUND**

**Revenue**

Sponsorships and Donations	2,000.00	2,000.00	-	5,440.00	5,000.00	
City Sponsored Events	3,000.00	3,000.00	-	-		
Programs and Events	8,000.00	8,000.00	-	13,645.05	22,600.00	
Community Service Permit Fees	1,800.00	1,800.00	-	1,000.00	1,800.00	
Aquatics Program Income	29,400.00	29,400.00	-	35,705.00	55,300.00	
Pool and Pavilion Rental	16,950.00	16,950.00	-	21,203.00	20,800.00	
Park Rental Fees	5,950.00	5,950.00	-	5,950.00	6,000.00	
Reimbursement of Utility Costs	-	-	-			
TXF from HOT Fund	167,000.00	167,000.00	-	-	-	
TXF from Parkland Dedication	107,000.00	107,000.00	-	107,000.00	541,480.00	
TXF from Parkland Development						
TXF from Landscaping Fund	1,000.00	1,000.00	-	1,000.00	3,000.00	
TXF from Contingency Funds			-			
TXF from DSRP			-			
TXF from CLFRF	160,570.49	160,570.49	-	160,570.49	-	
<b>Total Revenue</b>	<b>502,670.49</b>	<b>502,670.49</b>		<b>351,513.54</b>	<b>655,980.00</b>	

**Expense**

Other	11,500.00	11,500.00		11,500.00	13,320.00	
Park Consultants	10,000.00	10,000.00		5,000.00		
Dues Fees and Subscriptions	1,464.50	1,464.50		1,464.50	3,402.00	
Advertising & Marketing	11,250.00	11,250.00		11,250.00	16,250.00	
<b>Total Other</b>	<b>34,214.50</b>	<b>34,214.50</b>		<b>29,214.50</b>	<b>32,972.00</b>	

**Public Improvements**

All Parks	6,500.00	6,500.00		7,400.00	156,500.00	
Triangle Improvement	17,000.00	17,000.00		-	-	
Rathgeber Improvements	110,000.00	110,000.00		110,000.00	215,000.00	
Founders Park	187,048.36	187,048.36		187,048.36	597,000.00	
Founders Pool	1,500.00	1,500.00		1,500.00		
Skate Park	75,000.00	75,000.00		75,000.00	75,000.00	
S & R Park	150,000.00	150,000.00		-	54,000.00	
Charro Ranch Park	1,000.00	1,000.00		1,000.00	600.00	
<b>Total Improvements</b>	<b>548,048.36</b>	<b>548,048.36</b>		<b>381,948.36</b>	<b>1,098,100.00</b>	

**Utilities**

Portable Toilets	7,250.00	7,250.00		7,250.00	7,250.00	
Triangle Electric	500.00	500.00		500.00	500.00	
Triangle Water	1,000.00	1,000.00		500.00	500.00	
Ranch House Network/Phone					8,568.00	
S&R Park Water	13,000.00	13,000.00		13,000.00	13,000.00	
SRP Electric	2,500.00	2,500.00		2,500.00	2,500.00	
FMP Pool/ Pavilion Water	6,000.00	6,000.00		6,000.00	6,000.00	
FMP Pool//Electricity	7,250.00	7,250.00		7,250.00	5,000.00	
Pool Phone/Network	1,650.00	1,650.00		1,650.00	3,040.00	
FMP Pool Propane	20,000.00	20,000.00		10,000.00	13,250.00	
<b>Total Utilities</b>	<b>59,150.00</b>	<b>59,150.00</b>		<b>48,650.00</b>	<b>59,608.00</b>	

**Maintenance**

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed	Item # 4.
General Maintenance (All Parks)	1,000.00	1,000.00		1,000.00	9,000.00	
Trail Washout repairs	-	-				
Equipment Rental	1,000.00	1,000.00		1,000.00	1,000.00	
Founders Pool	16,000.00	16,000.00		19,000.00	36,000.00	
Founders Park	50,740.00	50,740.00		50,740.00	17,740.00	
Skate Park Maintenance	500.00	500.00		-	500.00	
S&R	31,420.00	31,420.00		31,420.00	42,920.00	
Charro Ranch Park	7,250.00	7,250.00		7,250.00	9,300.00	
Triangle/ Veteran's Memorial Park	700.00	700.00		700.00	700.00	
Rathgeber Maintenance	900.00	900.00		1,000.00		
<b>Total Maintenance</b>	<b>109,510.00</b>	<b>109,510.00</b>		<b>112,110.00</b>	<b>117,160.00</b>	
<b>Supplies</b>						
General Parks	8,550.00	8,550.00		8,550.00	8,550.00	
Charro Ranch Supplies	1,500.00	1,500.00		1,500.00	1,250.00	
Founders Park Supplies				-	-	
Founders Pool Supplies	24,705.00	29,764.34	5,059.34	29,764.34	40,075.00	
Program and Events	20,050.00	20,050.00		20,050.00	10,950.00	
DSRP & Ranch House Supplies						
Rathgeber Supplies					600.00	
S&R Supplies	400.00	400.00		400.00	400.00	
<b>Total Supplies</b>	<b>55,205.00</b>	<b>60,264.34</b>	<b>5,059.34</b>	<b>60,264.34</b>	<b>61,825.00</b>	
<b>Program Staff</b>						
Camp Staff	-	-				
Program Event Staff	13,400.00	13,400.00		13,400.00	27,801.76	
Aquatics Staff	77,043.15	77,043.15		77,043.15	130,642.09	
<b>Total Staff Expense</b>	<b>90,443.15</b>	<b>90,443.15</b>		<b>90,443.15</b>	<b>158,443.85</b>	
<b>Total Parks Expenditures</b>	<b>896,571.01</b>	<b>901,630.35</b>	<b>5,059.34</b>	<b>722,630.35</b>	<b>1,528,108.85</b>	
<b>FOUNDERS DAY - GENERAL FUND</b>						
<b>Balance Forward</b>	<b>33,588.01</b>	<b>33,588.01</b>		<b>33,588.01</b>	<b>46,095.71</b>	
<b>Revenue</b>				-		
Craft booths/Business Booths	6,250.00	6,250.00		8,605.00	6,250.00	
Food booths	1,100.00	1,100.00		1,359.38	1,300.00	
BBQ cookers	4,600.00	4,600.00		4,950.00	4,600.00	
Carnival	10,000.00	10,000.00		16,379.86	14,000.00	
Parade	3,750.00	3,750.00		4,285.00	4,000.00	
Sponsorship	82,500.00	82,500.00		107,000.00	90,000.00	
Parking concession	1,700.00	1,700.00		1,078.98	1,000.00	
Electric	3,000.00	3,000.00		3,320.00	3,300.00	
Misc.						
TXF from General Fund						
<b>Total</b>	<b>146,488.01</b>	<b>146,488.01</b>		<b>180,566.23</b>	<b>170,545.71</b>	

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed	Item # 4.
<b>Expense</b>						
Publicity	9,500.00	9,500.00		7,383.01	2,500.00	
Porta-Potties	12,000.00	12,000.00		13,590.00	15,000.00	
Security	32,500.00	32,500.00		28,580.00	35,000.00	
Health, Safety & Lighting	15,500.00	15,500.00		26,922.05	30,500.00	
Transportation	4,500.00	4,500.00		6,564.00	7,000.00	
Barricades/Traffic Plan	19,000.00	19,000.00		6,261.00	6,500.00	
Bands/Music/Sound	22,500.00	22,500.00		20,073.32	22,500.00	
Clean Up	5,500.00	5,500.00		7,055.70	20,000.00	
FD Event Supplies	5,000.00	5,000.00		6,827.56	7,750.00	
Sponsorship	6,000.00	6,000.00		5,197.00	6,000.00	
Parade	650.00	650.00		47.09	650.00	
Tent, Tables & Chairs	4,000.00	4,000.00		3,959.81	4,400.00	
Electricity	1,800.00	1,800.00		2,009.98	2,000.00	
FD Electrical Setup	4,600.00	4,600.00			225.00	
Contingencies	3,438.01	3,438.01			-	
<b>Total expenses</b>	<b>146,488.01</b>	<b>146,488.01</b>		<b>134,470.52</b>	<b>160,025.00</b>	
<b>Balance Forward</b>	<b>-</b>	<b>-</b>		<b>46,095.71</b>	<b>10,520.71</b>	

**ELCIPSE - 2024**

**Revenue**

Sponsorships						
- Sunblock Party						20,000.00
- Glasses						5,000.00
- Misc. Sponsorships						5,000.00
Sales						
- Glasses						12,000.00
- T-Shirts						3,500.00
- Other						2,000.00
TXF from HOT						62,709.00
<b>Total</b>	<b>-</b>	<b>-</b>		<b>-</b>		<b>110,209.00</b>

**Expense**

Merchandise						
- Glasses						14,139.00
- T-Shirts						2,500.00
- Stickers						1,000.00
- Other						6,000.00
Maintenance						32,670.00
Block Party						28,500.00
Other						25,400.00
<b>Total expenses</b>	<b>-</b>	<b>-</b>		<b>-</b>		<b>110,209.00</b>

**CONSOLIDATED GENERAL FUND**

**Revenue**

City	13,987,117.23	13,987,117.23	-	15,123,123.85	15,075,133.18	
Parks	502,670.49	502,670.49	-	351,513.54	655,980.00	
Founders	146,488.01	146,488.01	-	180,566.23	170,545.71	
Eclipse	-	-	-	-	110,209.00	
<b>Total</b>	<b>14,636,275.73</b>	<b>14,636,275.73</b>	<b>-</b>	<b>15,655,203.62</b>	<b>16,011,867.89</b>	

**Expense**

City	11,791,542.99	11,845,901.99	-	11,415,001.92	13,981,091.25	
Parks	896,571.01	901,630.35	5,059.34	722,630.35	1,528,108.85	
Founders	146,488.01	146,488.01	-	134,470.52	160,025.00	
Eclipse	-	-	-	-	110,209.00	
<b>Total Expense</b>	<b>12,834,602.01</b>	<b>12,894,020.35</b>	<b>5,059.34</b>	<b>12,272,102.79</b>	<b>15,779,434.09</b>	
<b>Balance Forward</b>	<b>1,801,673.72</b>	<b>1,742,255.38</b>	<b>(5,059.34)</b>	<b>3,383,100.83</b>	<b>232,433.80</b>	

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed	Item # 4.
<b>DRIPPING SPRINGS FARMERS MARKET</b>						
<b>Balance Forward</b>	<b>49,380.56</b>	<b>49,380.56</b>		<b>49,380.56</b>	<b>31,438.39</b>	
<b>Revenue</b>						
FM Sponsor	5,000.00	5,000.00		4,000.00	4,000.00	
Grant Income	1,000.00	1,000.00		1,000.00	1,000.00	
Booth Space	54,600.00	54,600.00		71,467.20	70,000.00	
Applications	750.00	750.00		1,800.00	1,800.00	
Membership Fee	2,600.00	2,600.00		2,000.00	2,000.00	
Interest Income	200.00	200.00		1,395.64	1,300.00	
Market Event/Merch.	1,000.00	1,000.00		1,000.00	1,000.00	
Transfer from General Fund	15,300.59	15,300.59		15,300.59	16,679.31	
<b>Total</b>	<b>129,831.15</b>	<b>129,831.15</b>		<b>147,343.99</b>	<b>129,217.70</b>	
<b>Expense</b>						
Advertising	3,000.00	3,000.00		-	4,700.00	
Market Manager	52,679.65	52,679.65		57,633.46	58,037.43	
Market Specialist						
Payroll Tax Expense	4,281.99	4,281.99		4,281.99	4,691.86	
DSFM Benefits	8,125.04	8,125.04		8,264.24	6,679.41	
Retirement	3,173.95	3,173.95		3,173.95	3,427.11	
Entertainment& Activities	3,000.00	3,000.00		3,000.00	3,000.00	
Dues Fees & Subscriptions	200.00	200.00		200.00	200.00	
Market Event	500.00	500.00		500.00	-	
Training	200.00	200.00		100.00	100.00	
Office Expense	300.00	300.00		700.58	200.00	
Supplies Expense	4,000.00	4,000.00		145.26	-	
Network & Phone	252.00	252.00		206.12	200.00	
Cleaning & Maintenance	-	-		-	2,200.00	
Other Expense	2,600.00	2,600.00		2,200.00	-	
Capital Fund	-	-				
Contingency Fund	500.00	500.00		500.00	500.00	
Transfer to Reserve Fund	35,000.00	35,000.00		35,000.00	35,000.00	
<b>Total Expense</b>	<b>117,812.63</b>	<b>117,812.63</b>		<b>115,905.60</b>	<b>118,935.81</b>	
<b>Balance Forward</b>	<b>12,018.52</b>	<b>12,018.52</b>		<b>31,438.39</b>	<b>10,281.88</b>	

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed	Item # 4.
<b>PARKLAND DEDICATION FUND</b>						
<b>Balance Forward</b>	155,253.81	155,253.81		155,253.81	564,405.81	
<b>Revenue</b>						
Parkland Fees	-	-		516,152.00	-	
<b>Total Revenue</b>	155,253.81	155,253.81		671,405.81	564,405.81	
<b>Expense</b>						
Park Improvements	107,000.00	107,000.00		107,000.00	541,480.00	
TXF to AG Facility						
Master Naturalists						
<b>Total Expenses</b>	107,000.00	107,000.00		107,000.00	541,480.00	
<b>Balance Forward</b>	48,253.81	48,253.81		564,405.81	22,925.81	
<b>PARKLAND DEVELOPMENT FUND</b>						
<b>Balance Forward</b>	-	-		-	-	
<b>Revenue</b>						
Parkland Development Fees						
<b>Total Revenue</b>	-	-		-	-	
<b>Expense</b>						
Transfer to Parks						
<b>Total Expenses</b>	-	-		-	-	
<b>Balance Forward</b>	-	-		-	-	
<b>AG FACILITY FUND</b>						
<b>Balance Forward</b>	-	-		-	-	
<b>Revenue</b>						
Ag Facility Fees	47,495.00	47,495.00		16,160.00		
<b>Total Revenues</b>	47,495.00	47,495.00		16,160.00	-	
<b>Expense</b>						
TXF to DSRP	47,495.00	47,495.00		16,160.00		
<b>Total Expense</b>	47,495.00	47,495.00		16,160.00	-	
<b>Balance Forward</b>	-	-		-	-	
<b>LANDSCAPING FUND</b>						
<b>Balance Forward</b>	468,342.55	468,342.55		440,042.55	411,742.55	
<b>Revenue</b>						
Tree Replacement Fees						
<b>Total Revenues</b>	468,342.55	468,342.55		440,042.55	411,742.55	
<b>Expense</b>						
Sports and Rec Park	-	-		-	-	
DSRP						
FMP	-	-		-	3,000.00	
Charro	1,000.00	1,000.00		1,000.00		
Historic Districts	25,000.00	25,000.00		25,000.00		
Professional Services	-	-		-		
Tree Maintenance					25,000.00	
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00		2,300.00	2,300.00	
<b>Total Expense</b>	28,300.00	28,300.00		28,300.00	30,300.00	
<b>Balance Forward</b>	440,042.55	440,042.55		411,742.55	381,442.55	

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed
<b>SIDEWALK FUND</b>					
Balance Forward	102,536.00	102,536.00		102,536.00	171,496.00
Revenue					
Fees	-	-		68,960.00	-
<b>Total Revenues</b>	<b>102,536.00</b>	<b>102,536.00</b>		<b>171,496.00</b>	<b>171,496.00</b>
Expense					
Expense	-	-		-	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>102,536.00</b>	<b>102,536.00</b>		<b>171,496.00</b>	<b>171,496.00</b>

Item # 4.

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed	Item # 4.
<b>DRIPPING SPRINGS RANCH PARK OPERATING FUND</b>						
<b>Balance Forward</b>	<b>151,285.98</b>	<b>151,285.98</b>		<b>380,344.93</b>	<b>232,088.02</b>	
<b>Revenue</b>						
Stall Rentals	37,200.00	37,200.00		43,000.00	37,200.00	
RV/Camping Site Rentals	19,000.00	19,000.00		24,000.00	19,000.00	
Facility Rentals	113,500.00	113,500.00		116,000.00	113,500.00	
Equipment Rental	6,000.00	6,000.00		12,420.00	6,000.00	
Sponsorships & Donations	52,275.00	52,275.00		1,000.00	52,275.00	
Merchandise Sales	21,065.20	21,065.20		33,590.00	22,065.20	
Riding Permits	9,500.00	9,500.00		8,500.00	9,500.00	
Staff & Misc. Fees	4,000.00	4,000.00		5,525.00	4,000.00	
Cleaning Fees	25,000.00	25,000.00		22,445.00	25,000.00	
General Program and Events:						
- Riding Series	82,000.00	82,000.00		36,692.00	35,000.00	
- Coyote Camp	137,100.00	137,100.00		137,100.00	137,100.00	
- Misc. Events	2,000.00	2,000.00		43,687.00	2,000.00	
- Programing	15,100.00	15,100.00		26,834.00	15,100.00	
- Concert Series						
- Ice Rink	-	-		-	329,425.00	
Other Income	500.00	500.00		145.00	500.00	
Interest	600.00	600.00		3,000.00	2,000.00	
TXF from Ag Facility	47,495.00	47,495.00		16,160.00		
TXF from HOT	395,000.00	455,000.00		455,000.00	300,000.00	
TXF for RV/ Parking Lot HOT						
TXF from General Fund						
TXF from Landscape Fund						
TXF from PEG		90,000.00		90,000.00		
TXF from General Fund CLFRF	275,884.04	275,884.04		275,884.04		
<b>Total Revenue</b>	<b>1,394,505.22</b>	<b>1,544,505.22</b>		<b>1,731,326.97</b>	<b>1,341,753.22</b>	
<b>Expense</b>						
Advertising	17,750.00	17,750.00		10,000.00	15,000.00	
Office Supplies	10,000.00	10,000.00		2,500.00	10,000.00	
Postage	-	-		-	-	
DSRP On Call	10,400.00	10,400.00		10,400.00	10,400.00	
Camp Staff	108,246.48	108,246.48		90,000.00	108,246.48	
Network and Communications	11,316.40	11,316.40		30,316.40	14,518.00	
IT Equipment & Support	-	-		-	5,000.00	
Co-Sponsored Events	7,900.00	7,900.00		2,000.00	7,900.00	
Sponsorship Expenses	2,100.00	2,100.00		-	2,100.00	
Supplies and Materials	25,500.00	25,500.00		5,500.00	13,545.00	
Uniforms	-	-		1,500.00	3,500.00	
Ranch House Supplies	1,000.00	1,000.00		500.00	1,000.00	
Dues, Fees and Subscriptions	5,127.50	5,127.50		5,127.50	5,127.50	
Mileage	500.00	500.00		150.00	500.00	
Equipment	267,250.00	267,250.00		267,250.00	20,000.00	
House Equipment						
Equipment Rental	2,000.00	2,000.00		1,627.45	2,000.00	
Equipment Maintenance	25,000.00	25,000.00		25,000.00	25,000.00	
Portable Toilets	2,500.00	2,500.00		1,000.00	2,500.00	
Electric	60,000.00	60,000.00		70,000.00	60,000.00	
Water	7,000.00	7,000.00		10,500.00	7,000.00	
Septic	750.00	750.00		750.00	750.00	
Lift Station Maintenance	12,000.00	12,000.00		7,500.00	12,000.00	
Propane/Natural Gas	2,500.00	2,500.00		2,500.00	2,500.00	
On Call Phone	501.60	501.60		-	-	
Alarm	6,660.00	6,660.00		4,000.00	6,660.00	
Stall Cleaning & Repair	4,000.00	4,000.00		2,500.00	4,000.00	
Training and Education	9,500.00	9,500.00		8,200.00	12,400.00	
General Program and Events:						

	<b>FY 2023 Adopted</b>	<b>FY 2023 Amended</b>	<b>Change</b>	<b>FY 2023 Projected</b>	<b>FY Proposed</b>	<b>Item # 4.</b>
- Riding Series	32,000.00	32,000.00		33,000.00	32,000.00	
- Coyote Camp	16,000.00	16,000.00		17,500.00	16,000.00	
- Misc. Events	700.00	700.00		76,532.60	700.00	
- Programing	8,000.00	8,000.00		15,000.00	8,000.00	
- Concert Series						
- Ice Rink	-	-			242,719.40	
Other Expense	20,000.00	20,000.00		300.00	20,000.00	
Improvements	345,000.00	385,000.00		385,000.00	355,000.00	
Tree Planting						
Contingencies	50,000.00	50,000.00		25,000.00	50,000.00	
Fleet Acquisition	-	-			-	
Fleet Maintenance	5,500.00	5,500.00		1,000.00	5,500.00	
General Maintenance and Repair	184,800.00	294,800.00		294,800.00	155,697.24	
Grounds and General Maintenance	21,690.00	21,690.00		21,690.00	21,690.00	
House Maintenance	10,000.00	10,000.00		9,000.00	10,000.00	
HCLE	13,200.00	13,200.00		5,000.00	13,200.00	
Merchandise	10,500.00	10,500.00		27,000.00	17,065.20	
RV/Parking Lot						
TXF to Vehicle Replacement Fund	29,595.00	29,595.00		29,595.00	32,145.00	
<b>Total Expenses</b>	<b>1,346,486.98</b>	<b>1,496,486.98</b>		<b>1,499,238.95</b>	<b>1,331,363.82</b>	
<b>Total Bal Forward</b>	<b>48,018.24</b>	<b>48,018.24</b>		<b>232,088.02</b>	<b>10,389.40</b>	

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed	Item # 4.
<b>HOTEL OCCUPANCY TAX FUND</b>						
<b>Balance Forward</b>	<b>439,566.31</b>	<b>483,467.36</b>		<b>483,467.36</b>	<b>546,247.61</b>	
<b>Revenues</b>						
Hotel Occupancy Tax	700,000.00	800,000.00		922,739.55	800,000.00	
Interest	240.00	9,760.00		10,000.00	7,200.00	
<b>Total</b>	<b>1,139,806.31</b>	<b>1,293,227.36</b>		<b>1,416,206.91</b>	<b>1,353,447.61</b>	
<b>Expenses</b>						
Advertising	2,100.00	2,100.00		7,529.55	-	
Christmas Lighting Displays	45,000.00	45,000.00		7,925.00	27,290.00	
City Sponsored Events						
Historic Districts Marketing	2,800.00	2,800.00		2,800.00	-	
Signage	44,560.00	44,560.00		27,560.00	8,840.00	
Arts	20,000.00	20,000.00		-	20,000.00	
Lighting	150,000.00	150,000.00		-	-	
Dues and Fees	8,000.00	8,000.00		11,346.75	12,000.00	
TXF to Debt Service	91,600.00	91,600.00		91,600.00	88,487.50	
RV/ Parking Lot						
Software					8,000.00	
TXF to General Fund	2,404.33	2,404.33			62,709.00	
TXF to DSVB					475,957.38	
TXF to Event Center	395,000.00	435,000.00		455,000.00	300,000.00	
Grants	291,198.00	291,198.00		266,198.00	39,885.00	
<b>Total expenses</b>	<b>1,052,662.33</b>	<b>1,092,662.33</b>		<b>869,959.30</b>	<b>1,043,168.88</b>	
<b>Balance Forward</b>	<b>87,143.98</b>	<b>200,565.03</b>		<b>546,247.61</b>	<b>310,278.73</b>	

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed	Item # 4.
<b>VISITORS BUREAU</b>						
<b>Balance Forward</b>						-
<b>Revenue</b>						
Fees						
- Brewers Fest						1,000.00
- Wedding Showcase						14,000.00
Ticket Sales						
- Brewers Fest						12,000.00
- Dripping with Taste						5,000.00
- Songwriter's Festival						8,500.00
Merchandise						
- Brewers Fest						1,000.00
- Songwriters Festival						5,000.00
- Eclipse						2,000.00
Sponsorships & Donations						
- Songwriter's Festival						78,000.00
Grants						-
TXF from HOT Fund						475,957.38
<b>Total</b>	-	-		-		<b>602,457.38</b>
<b>Expense</b>						
Personnel						
- Salaries						177,432.00
- Taxes						14,329.55
- Benefits						13,432.48
- TMRS						10,477.36
Dues, Fees and Subscriptions						5,325.00
Advertising & Marketing						164,092.00
Supplies						1,800.00
IT Equipment & Support						15,210.00
Software						26,540.00
Training & Education						13,000.00
Professional Services						
- Marketing Consultant						5,000.00
Utilities						
- Water						
- Electricity						650.00
- Phone/Network						
Website						39,885.00
Office Maintenance/Repairs						13,740.00
Postage						250.00
Other						7,214.00
Brewers Fest						7,680.00
Dripping with Taste						4,700.00
Songwriter's Festival						68,700.00
Wedding Showcases						13,000.00
<b>Total expenses</b>	-	-		-		<b>602,457.38</b>
<b>Balance Forward</b>	-	-		-		<b>(0.00)</b>

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed	Item # 4.
<b>UTILITY FUND</b>						
<b>Balance Forward</b>	<b>6,028,715.13</b>	<b>6,028,715.13</b>		<b>5,894,707.19</b>	<b>6,161,277.63</b>	
<b>Wastewater</b>						
<b>Revenue</b>						
TXF from TWDB	4,420,000.00	4,420,000.00		280,000.00	14,715,000.00	
Wastewater Service	1,285,365.12	1,285,365.12		1,285,365.12	1,478,767.68	
Late Fees/Rtn check fees	9,600.00	9,600.00		13,127.26	9,600.00	
Portion of Sales Tax	760,000.00	760,000.00		880,000.00	760,000.00	
Delayed Connection Fees	5,000.00	5,000.00		15,000.00	5,000.00	
Line Extensions						
Transfer fees	9,000.00	9,000.00		-	-	
Overuse fees	150,000.00	150,000.00		150,000.00	335,135.58	
Reuse Fees					204,350.00	
FM 150 WWU Line Reimbursement	60,000.00	60,000.00		5,000.00	60,000.00	
Interest						
Other Income	35,000.00	35,000.00				
Water Income						
Developer Reimbursed Costs	2,175,000.00	2,175,000.00		471,000.00	927,000.00	
TXF from General Fund						
<b>Total Revenues</b>	<b>8,908,965.12</b>	<b>8,908,965.12</b>		<b>3,099,492.38</b>	<b>18,494,853.26</b>	
<b>Expense</b>						
Administrative and General Expense:						
- Regulatory Expense	4,250.00	4,250.00				
- Planning and Permitting	7,500.00	7,500.00		30,000.00	5,000.00	
Engineering:						
- Engineering & Surveying						
- Construction Phase Services HR TEFS 1873-001	35,000.00	35,000.00		35,000.00	15,000.00	
- Misc. Planning/Consulting 1431-001	20,000.00	20,000.00		23,000.00	35,000.00	
- 2nd Amendment CIP 1881-001	30,000.00	30,000.00		5,000.00	20,000.00	
- Sewer Planning CAD 1971-001	15,000.00	15,000.00		2,000.00	15,000.00	
- Water Planning 1982-001	15,000.00	15,000.00		1,000.00	5,000.00	
- FM 150 WWU Line 1989-001	60,000.00	60,000.00		5,000.00	60,000.00	
- Parallel West Interceptor Design& Cost						
- Caliterra Plan Review & construction Phase Services 1	35,000.00	35,000.00		10,000.00	35,000.00	
- TLAP Renewal application 1732-001	50,000.00	50,000.00		25,000.00	10,000.00	
- Arrowhead PR & Const. Phase Services - 1967-001	10,000.00	10,000.00		25,000.00	25,000.00	
- Heritage PID PR & Cons. Phase Services - 1734-001	75,000.00	75,000.00		40,000.00	100,000.00	
- Double L Planning & Const. Phase Services - 1743-00	50,000.00	50,000.00		40,000.00	75,000.00	
- Cannon Tract - 1842-001	40,000.00	40,000.00		1,000.00	2,000.00	
- Driftwood 522 PR & Const. Phase Services - 1900-001	60,000.00	60,000.00		45,000.00	75,000.00	
- Big Sky PR & Const Phase Services - 1913-001	60,000.00	60,000.00		25,000.00	50,000.00	
- Driftwood Creek PR & Const Phase Services - 1917-00	45,000.00	45,000.00		40,000.00	75,000.00	
- Cannon/Cynosure/Double L Water CCN App. - 2007-0	5,000.00	5,000.00		5,000.00	5,000.00	
- Cynosure-Wild Ridge - 2009-001	20,000.00	20,000.00		35,000.00	75,000.00	
- Oryx Cannon 58 Plan Review & CPS - 60972-2	-	-		5,000.00	60,000.00	
- New Growth Plan Review & CPS - 60972-2	-	-		5,000.00	60,000.00	
- Cannon Ranch Gateway Village Plan Review & CPS -	-	-		35,000.00	60,000.00	
- TLAP Renewal application						
System Operations and Maintenance:						
- Routine Operations	73,600.00	73,600.00		125,000.00	87,000.00	
- Non-Routine Operations	78,000.00	78,000.00		76,000.00	85,800.00	
- System Maintenance & Repair	24,000.00	24,000.00		10,000.00	24,000.00	
- Chlorinator Maintenance	3,000.00	3,000.00		3,000.00	3,900.00	
- Chlorinator Alarm	1,000.00	1,000.00		-	1,300.00	
- Odor Control	20,000.00	20,000.00		10,000.00	26,000.00	
- Meter Calibrations	2,100.00	2,100.00		2,100.00	2,730.00	
- Lift Station Cleaning	21,000.00	21,000.00		28,000.00	27,300.00	
- Jet Cleaning Collection lines	22,800.00	22,800.00		22,800.00	27,360.00	

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed	Item # 4.
- Drip Field Lawn Maintenance	10,000.00	10,000.00		10,000.00	10,000.00	
- Drip Field Maint & Repairs	20,000.00	20,000.00		20,000.00	20,000.00	
- Drip Field Meter Box Replacement	5,000.00	5,000.00		5,000.00	-	
- Lift Station repairs	21,000.00	21,000.00		56,000.00	27,300.00	
- Autodialer Replacement	17,500.00	17,500.00		17,500.00	-	
- Lift Station Preventative Maintenance	7,000.00	7,000.00		-	9,700.00	
- WWTP Repairs/Pump Repairs	45,000.00	45,000.00		90,000.00	58,500.00	
- Chemicals	12,000.00	12,000.00		11,200.00	15,000.00	
- Electricity	80,000.00	80,000.00		80,000.00	80,000.00	
- Laboratory Testing	25,000.00	25,000.00		25,000.00		
- Sludge Hauling	130,000.00	130,000.00		120,000.00	150,000.00	
- Phone/Network	9,000.00	9,000.00				
- Supplies	20,000.00	20,000.00		22,500.00	28,500.00	
- Wastewater Flow Measurement	9,000.00	9,000.00		9,000.00	9,000.00	
- Backwash Flow Meter & Check valve	22,000.00	22,000.00		6,000.00	-	
- Arrowhead Plant Operations	148,225.00	148,225.00		-		
- Big Sky Plant Operations	69,948.00	69,948.00		-	-	
Arrowhead Operations and Maintenance:						
- Routine Operations					23,250.00	
- Non-Routine Operations					21,450.00	
- Chlorinator Maintenance					1,500.00	
- Chlorinator Alarm					1,000.00	
- Meter Calibrations					1,200.00	
- Lift Station Cleaning					3,000.00	
- Drip Field Lawn Maintenance					44,000.00	
- Drip Field Maint & Repairs					7,500.00	
- Lift Station repairs					2,500.00	
- Lift Station Preventative Maintenance					1,000.00	
- WWTP Repairs/Pump Repairs					14,625.00	
- Chemicals					13,000.00	
- Electricity					20,000.00	
- Sludge Hauling					39,000.00	
- Supplies					7,500.00	
- Capital Projects					2,029,109.57	
Other Expense	52,000.00	52,000.00		52,000.00	85,000.00	
Capital Projects:						
- Road Reconstruction						
- HRTreated Effluent Fill Station	200,000.00	200,000.00		5,000.00	200,000.00	
- Parallel West Interceptor	-	-				
- Arrowhead Drain Field	1,800,000.00	1,800,000.00		-	1,800,000.00	
Other:						
- Reimbursement to Caliterra Oversize of West Intercept	-	-		652,733.00		
TWDB Engineering:						
- West Interceptor, SC, LS, FM and TE line 1950-001	250,000.00	250,000.00		45,000.00	150,000.00	
- East Interceptor 1951-001	400,000.00	400,000.00		75,000.00	125,000.00	
- Effluent HP 1952-001	200,000.00	200,000.00		125,000.00	175,000.00	
- Reclaimed Water Facility 1953-001	15,000.00	15,000.00		5,000.00	5,000.00	
- WWTP Design Assistance						
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00		10,000.00	30,000.00	
Miscellaneous:						
- Consultants and Legal	175,000.00	175,000.00		145,000.00	230,000.00	
TWDB Capital Projects:						
- West Interceptor	3,500,000.00	3,500,000.00		-	2,000,000.00	
- South Collector, LS and FM and TE Line					125,000.00	
- East Interceptor	25,000.00	25,000.00		-	50,000.00	
- Effluent Holding Pond	1,500,000.00	1,500,000.00		-	2,000,000.00	
- WWTP	25,000.00	25,000.00		-	12,000,000.00	
Transfer to General Fund	4,066.66	4,066.66				
Transfer to Vehicle Replacement Fund	29,911.00	29,911.00		29,911.00	37,936.00	
<b>Total Expense</b>	<b>9,738,900.66</b>	<b>9,738,900.66</b>		<b>2,330,744.00</b>	<b>22,797,960.00</b>	

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed	Item # 4.
<b>WATER</b>						
<b>Revenue</b>						
Fees:						
- Tap Fees						
- Impact Fees						
- Meter Set Fees				2,375.00	5,000.00	
- Disconnect Fees						
- Equipment Fees				1,136.00	36,200.00	
- Inspection Fees				100.00	5,000.00	
Rates:						
- Base Rate	7,800.00	7,800.00		25,000.00	63,840.00	
- Usage	150,000.00	150,000.00		100,000.00	100,000.00	
- Penalties						
Other Revenues				6,217.99	6,000.00	
TXF from Wastewater Fund	-	-		-	-	
<b>Total Revenue</b>	<b>157,800.00</b>	<b>157,800.00</b>		<b>134,828.99</b>	<b>216,040.00</b>	

<b>Expense</b>						
Administrative and General Expense:						
- Regulatory Expense	-	-		-	-	
- Planning and Permitting	-	-		-	-	
System Operations and Maintenance:						
- Routine Operations	25,000.00	25,000.00		10,000.00	25,000.00	
- Non Routine Operations	20,000.00	20,000.00		10,000.00	10,000.00	
- System Maintenance & Repair	20,000.00	20,000.00		5,000.00	20,000.00	
- Laboratory Testing	25,000.00	25,000.00		5,000.00	-	
- Supplies	50,000.00	50,000.00		53,215.07	50,000.00	
Operating and Maintenance	-	-		-	-	
<b>Total Expense</b>	<b>140,000.00</b>	<b>140,000.00</b>		<b>83,215.07</b>	<b>105,000.00</b>	

<b>OPERATIONS</b>						
<b>Revenues</b>						
PEC	130,000.00	130,000.00		159,264.63	130,000.00	
ROW Fees	6,000.00	6,000.00		5,000.00	6,000.00	
Cable	130,000.00	130,000.00		150,000.00	130,000.00	
TX Gas Franchise Fees	3,000.00	3,000.00		4,893.82	3,000.00	
Interest						
TXF from General Fund	50,000.00	50,000.00		-	-	
<b>Total Revenue</b>	<b>319,000.00</b>	<b>319,000.00</b>		<b>319,158.45</b>	<b>269,000.00</b>	

<b>Expense</b>						
Administrative and General Expense:						
- Administrative/Billing Expense	66,000.00	66,000.00		66,000.00	352,560.00	
- Legal Fees	250,000.00	250,000.00		250,000.00	50,000.00	
- Auditing	10,000.00	10,000.00		10,000.00	10,000.00	
- Software	37,267.00	37,267.00			3,046.00	
- IT Equipment & Support	5,640.00	5,640.00		5,640.00	4,340.00	
Systems Operations and Maintenance:						
- Phone/Network				11,200.00	16,250.00	
- Equipment	50,000.00	50,000.00		50,000.00	53,000.00	
- Equipment Maintenance	10,000.00	10,000.00		10,000.00	10,000.00	
- Fleet Acquisition	45,000.00	45,000.00		33,411.51	62,000.00	
- Fleet Maintenance	10,000.00	10,000.00		10,000.00	12,000.00	
- Fuel	15,000.00	15,000.00		15,000.00	20,000.00	
- Laboratory Testing					30,000.00	
Other Expense						
Uniforms	5,000.00	5,000.00		4,000.00	7,470.00	
Training	9,254.00	9,254.00		8,000.00	13,305.00	
Dispatch	3,000.00	3,000.00		3,000.00	3,000.00	
Salaries	398,740.00	398,740.00		300,000.00	534,740.00	21

	<b>FY 2023 Adopted</b>	<b>FY 2023 Amended</b>	<b>Change</b>	<b>FY 2023 Projected</b>	<b>FY Proposed</b>	<b>Item # 4.</b>
Taxes	33,063.21	33,063.21		24,875.77	43,175.66	
Benefits	56,988.71	56,988.71		42,876.59	60,145.99	
Retirement	24,650.69	24,650.69		18,546.44	31,576.43	
On Call	10,400.00	10,400.00		10,400.00	10,400.00	
<b>Total Expense</b>	<b>1,040,003.61</b>	<b>1,040,003.61</b>		<b>872,950.31</b>	<b>1,327,009.67</b>	

**CONSOLIDATED UTILITY FUND**

**Revenue**

Balance Forward	6,028,715.13	6,028,715.13		5,894,707.19	6,161,277.63	
Wastewater	8,908,965.12	8,908,965.12		3,099,492.38	18,494,853.26	
Water	157,800.00	157,800.00		134,828.99	216,040.00	
Operations	319,000.00	319,000.00		319,158.45	269,000.00	
<b>Total</b>	<b>15,414,480.25</b>	<b>15,414,480.25</b>		<b>9,448,187.01</b>	<b>25,141,170.89</b>	

**Expense**

Wastewater	9,738,900.66	9,738,900.66		2,330,744.00	22,797,960.57	
Water	140,000.00	140,000.00		83,215.07	105,000.00	
Operations	1,040,003.61	1,040,003.61		872,950.31	1,327,009.67	
<b>Total Expense</b>	<b>10,918,904.27</b>	<b>10,918,904.27</b>		<b>3,286,909.38</b>	<b>24,229,970.24</b>	
<b>Balance Forward</b>	<b>4,495,575.98</b>	<b>4,495,575.98</b>		<b>6,161,277.63</b>	<b>911,200.65</b>	

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed	Item # 4.
<b>TWDB FUND</b>						
<b>Balance Forward</b>	<b>208.34</b>	<b>208.34</b>		<b>208.34</b>	<b>208.34</b>	
Revenues	4,420,000.00	4,420,000.00		280,000.00	14,715,000.00	
Interest						
<b>Total revenue</b>	<b>4,420,208.34</b>	<b>4,420,208.34</b>		<b>280,208.34</b>	<b>14,715,208.34</b>	
<b>Expenses</b>						
Escrow Fees						
Expenses	4,420,000.00	4,420,000.00		280,000.00	14,715,000.00	
<b>Total Expenses</b>	<b>4,420,000.00</b>	<b>4,420,000.00</b>		<b>280,000.00</b>	<b>14,715,000.00</b>	
<b>Balance Forward</b>	<b>208.34</b>	<b>208.34</b>		<b>208.34</b>	<b>208.34</b>	
<b>IMPACT FUND</b>						
<b>Bal Forward</b>	<b>4,390,183.94</b>	<b>4,390,183.94</b>		<b>4,436,041.36</b>	<b>2,391,506.74</b>	
<b>Revenue</b>						
Impact Fees	1,670,000.00	1,670,000.00		2,049,060.00	1,080,150.00	
Impact Fee Deposits						
Interest Income	30,000.00	30,000.00		50,000.00	45,000.00	
<b>Total</b>	<b>6,090,183.94</b>	<b>6,090,183.94</b>		<b>6,535,101.36</b>	<b>3,516,656.74</b>	
<b>Expense</b>						
TXF to Debt Service 2015	698,498.56	698,498.56		698,498.56	684,900.76	
TXF to Debt Service 2019	1,013,533.00	1,013,533.00		1,013,533.00	1,043,553.00	
TXF to Debt Service 2022	2,431,563.06	2,431,563.06		2,431,563.06	1,195,288.50	
<b>Total expense</b>	<b>4,143,594.62</b>	<b>4,143,594.62</b>		<b>4,143,594.62</b>	<b>2,923,742.26</b>	
<b>Total Bal Forward</b>	<b>1,946,589.32</b>	<b>1,946,589.32</b>		<b>2,391,506.74</b>	<b>592,914.48</b>	
<b>DEBT SERVICE FUND 2015</b>						
<b>Bal Forward</b>	<b>850,073.10</b>	<b>850,073.10</b>		<b>850,359.95</b>	<b>845,626.75</b>	
<b>Revenue</b>						
TXF from Impact Fund	698,498.56	698,498.56		698,498.56	684,900.76	
Interest	8,000.00	8,000.00		8,000.00	8,000.00	
<b>Total Revenue</b>	<b>1,556,571.66</b>	<b>1,556,571.66</b>		<b>1,556,858.51</b>	<b>1,538,527.51</b>	
<b>Expenses</b>						
Debt Payment 2015	711,231.76	711,231.76		711,231.76	698,498.56	
<b>Total Expense</b>	<b>711,231.76</b>	<b>711,231.76</b>		<b>711,231.76</b>	<b>698,498.56</b>	
<b>Balance Forward</b>	<b>845,339.90</b>	<b>845,339.90</b>		<b>845,626.75</b>	<b>840,028.95</b>	
<b>DEBT SERVICE FUND 2013</b>						
<b>Bal Forward</b>	<b>99,085.00</b>	<b>99,085.00</b>		<b>99,028.72</b>	<b>102,323.72</b>	
<b>Revenue</b>						
TXF from HOT	91,600.00	91,600.00		91,600.00	88,487.50	
Interest	1,200.00	1,200.00		1,200.00		
<b>Total</b>	<b>191,885.00</b>	<b>191,885.00</b>		<b>191,828.72</b>	<b>190,811.22</b>	
<b>Expense</b>						
Tax Series 2013	89,505.00	89,505.00		89,505.00	91,600.00	
<b>Total Expenses</b>	<b>89,505.00</b>	<b>89,505.00</b>		<b>89,505.00</b>	<b>91,600.00</b>	
<b>Balance Forward</b>	<b>102,380.00</b>	<b>102,380.00</b>		<b>102,323.72</b>	<b>99,211.22</b>	

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed
<b>DEBT SERVICE FUND 2019</b>					
<b>Bal Forward</b>	<b>1,015,695.96</b>	<b>1,015,695.96</b>		<b>1,015,661.43</b>	<b>1,045,641.43</b>
<b>Revenue</b>					
TXF from Impact Fees	1,013,533.00	1,013,533.00		1,013,533.00	1,043,553.00
Interest	12,000.00	12,000.00			
<b>Total</b>	<b>2,041,228.96</b>	<b>2,041,228.96</b>		<b>2,029,194.43</b>	<b>2,089,194.43</b>
<b>Expense</b>					
Tax Series 2019	983,553.00	983,553.00		983,553.00	1,013,553.00
<b>Total Expenses</b>	<b>983,553.00</b>	<b>983,553.00</b>		<b>983,553.00</b>	<b>1,013,553.00</b>
<b>Balance Forward</b>	<b>1,057,675.96</b>	<b>1,057,675.96</b>		<b>1,045,641.43</b>	<b>1,075,641.43</b>
<b>DEBT SERVICE FUND 2022</b>					
<b>Bal Forward</b>	-	-		-	<b>1,195,288.50</b>
<b>Revenue</b>					
TXF from Impact Fees	2,431,563.06	2,431,563.06		2,389,582.88	1,191,888.50
Interest	-	-		-	-
<b>Total</b>	<b>2,431,563.06</b>	<b>2,431,563.06</b>		<b>2,389,582.88</b>	<b>2,387,177.00</b>
<b>Expense</b>					
Tax Series 2022	1,215,163.06	1,215,163.06		1,194,294.38	1,195,288.50
<b>Total Expenses</b>	<b>1,215,163.06</b>	<b>1,215,163.06</b>		<b>1,194,294.38</b>	<b>1,195,288.50</b>
<b>Balance Forward</b>	<b>1,216,400.00</b>	<b>1,216,400.00</b>		<b>1,195,288.50</b>	<b>1,191,888.50</b>
<b>DEBT SERVICE FUND 2023</b>					
<b>Bal Forward</b>	-	-		-	-
<b>Revenue</b>					
TXF from General Fund	-	-		-	749,000.00
Interest	-	-		-	-
<b>Total</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>749,000.00</b>
<b>Expense</b>					
Tax Series 2022	-	-		-	749,000.00
<b>Total Expenses</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>749,000.00</b>
<b>Balance Forward</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>
<b>PEG FUND</b>					
<b>Balance Forward</b>	<b>174,408.18</b>	<b>174,408.18</b>		<b>175,739.55</b>	<b>207,739.55</b>
<b>Revenues</b>					
TWC	27,000.00	27,000.00		30,000.00	30,000.00
Interest Income	1,700.00	1,700.00		2,000.00	2,000.00
<b>Total Revenues</b>	<b>203,108.18</b>	<b>203,108.18</b>		<b>207,739.55</b>	<b>239,739.55</b>
<b>Expense</b>					
	-	-		-	-
<b>Balance Forward</b>	<b>203,108.18</b>	<b>203,108.18</b>		<b>207,739.55</b>	<b>239,739.55</b>

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed	Item # 4.
<b>RESERVE FUND</b>						
<b>Balance Forward</b>	1,845,374.05	1,845,374.05		1,845,884.62	2,168,884.62	
<b>Revenue</b>						
TXF from General Fund	300,000.00	300,000.00		300,000.00	300,000.00	
Interest	18,000.00	18,000.00		23,000.00	23,000.00	
<b>Total</b>	<b>2,163,374.05</b>	<b>2,163,374.05</b>		<b>2,168,884.62</b>	<b>2,491,884.62</b>	
<b>Expense</b>						
Expense						
<b>Total Expense</b>	-	-		-	-	
<b>Balance Forward</b>	<b>2,163,374.05</b>	<b>2,163,374.05</b>		<b>2,168,884.62</b>	<b>2,491,884.62</b>	
<b>TIRZ 1</b>						
<b>Balance Forward</b>	195,162.56	354,256.51		354,256.51	20,632.20	
<b>Revenues</b>						
City AV	115,297.54	115,297.54		121,169.56	248,835.49	
County AV	215,354.00	215,354.00		214,030.08	362,307.49	
City for GAP Escrow	-	-				
Interest Income	3,000.00	7,800.00				
EPS Reimbursements						
<b>Total Revenue</b>	<b>528,814.10</b>	<b>692,708.05</b>		<b>689,456.15</b>	<b>631,775.18</b>	
<b>Expense</b>						
TIRZ Expense						
Project Management/Misc. Costs	32,000.00	15,750.00		15,750.00	16,000.00	
Project Administration P3 Works	16,000.00	8,000.00		10,000.00	8,000.00	
Legal Fees	12,000.00	-		-	-	
EPS						
MAS	30,000.00	22,500.00		-	30,000.00	
HDR	478,000.00	358,500.00		358,500.00	170,625.00	
TJKM - Grant Writing	-	-				
Buic - PR	-	-				
Misc. Consulting	5,000.00	5,000.00		-	176,750.00	
Creation Cost Reimbursements						
TXF to GAP Escrow	-	-				
Stakeholder Reimbursement	-	284,573.95		284,573.95	80,325.73	
<b>Total Expense</b>	<b>573,000.00</b>	<b>694,323.95</b>		<b>668,823.95</b>	<b>481,700.73</b>	
<b>Balance Forward</b>	<b>(44,185.90)</b>	<b>(1,615.90)</b>		<b>20,632.20</b>	<b>150,074.45</b>	
<b>TIRZ 2</b>						
<b>Balance Forward</b>	653,378.27	653,378.27		1,100,268.33	1,551,461.82	
<b>Revenue</b>						
Interest Income	2,000.00	2,000.00		7,500.00	6,500.00	
City AV	240,664.11	240,664.11		242,667.64	419,809.28	
County AV	437,211.00	437,211.00		426,510.90	609,756.54	
<b>Total Revenue</b>	<b>1,333,253.38</b>	<b>1,333,253.38</b>		<b>1,776,946.87</b>	<b>2,587,527.64</b>	
<b>Expense</b>						
Project Management/Misc. Costs						
Project Administration P3 Works		15,750.00		15,750.00	16,000.00	
MAS		8,000.00		8,000.00	8,000.00	
HDR		7,500.00		0.00	10,000.00	
Misc. Consulting		119,500.00		119,500.00	56,875.00	
Creation Cost Reimbursements		-		-	150,000.00	
Stakeholder Reimbursement		82,235.05		82,235.05	20,232.27	
<b>Total Expense</b>	<b>-</b>	<b>232,985.05</b>		<b>225,485.05</b>	<b>261,107.27</b>	
<b>Balance Forward</b>	<b>1,333,253.38</b>	<b>1,100,268.33</b>		<b>1,551,461.82</b>	<b>2,326,420.27</b>	

	FY 2023 Adopted	FY 2023 Amended	Change	FY 2023 Projected	FY Proposed
<b>VEHICLE REPLACEMENT FUND</b>					
<b>Balance Forward</b>	<b>31,193.00</b>	<b>31,193.00</b>		<b>31,193.00</b>	<b>161,025.00</b>
<b>Revenue</b>					
TXF from General Fund	70,326.00	70,326.00		70,326.00	86,010.00
TXF from DSRP	29,595.00	29,595.00		29,595.00	32,145.00
TXF from WWU	29,911.00	29,911.00		29,911.00	37,936.00
<b>Total Revenue</b>	<b>161,025.00</b>	<b>161,025.00</b>		<b>161,025.00</b>	<b>317,116.00</b>
<b>Expense</b>					
Vehicle Replacement					
<b>Total Expense</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>161,025.00</b>	<b>161,025.00</b>		<b>161,025.00</b>	<b>317,116.00</b>

Item # 4.



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

**Submitted By:** Shawn Cox, Interim Deputy City Administrator

**Council Meeting Date:** Tuesday, September 5, 2023

**Agenda Item Wording:** **Public Hearing regarding the Proposed 2023 Ad Valorem Tax and Levy of Two Thousand Ninety-Eight Ten-Thousands Cents (\$0.2098) per one hundred (\$100.00) of assessed valuation of all taxable property within the Corporate City Limits.**

**Agenda Item Requestor:**

**Summary/Background:**

At the August 15, 2023 meeting Council took action to set the proposed property tax rate for 2023 at \$0.2098 per \$100 valuation. This proposed rate is comprised of a Maintenance and Operation (M&O) rate and a debt, or Interest and Sinking (I&S) rate, which is made up as follows:

M&O	\$0.1718
I&S	<u>\$0.0380</u>
<b>Total</b>	<b>\$0.2098</b>

The proposed M&O Rate is equivalent to the “Voter-Approval Tax Rate” as calculated by the Tax Assessor Collector. The I&S Rate has been calculated to provide funding for the proposed debt issuance which will provide for property acquisition for the Public Works Department and road improvements.

The City of Dripping Springs has one of the lowest tax rates among similarly sized Central Texas cities, and that will remain the case under the new proposed tax rate. The property acquisition will provide more space to maintain our level of service as the community grows and, in some cases like public works, strengthen our capabilities so we can serve the residents living here today even better.

Notice of the September 6<sup>th</sup> Public Hearing on the tax rate was posted in the August 24<sup>th</sup> edition of the Dripping Springs Century News.

The FY 2024 Budget, which has been presented to Council and will be considered at the September 19, 2023 Regular Meeting, reflects the adoption of the proposed tax rate.

**Commission  
 Recommendations:**

**Recommended Council Actions:**

The Interim Deputy City Administrator is seeking feedback on the proposed rate. Council Has the option to adopt the proposed rate as presented or consider a lower rate. If Council would like to consider a lower the rate, it is recommended that the proposed I&S rate be lowered and that the M&O rate remain at the proposed \$0.1718 per \$100 valuation.

**Attachments:**

- Notice of Public Hearing on Tax Rate Increase
- FY 2024 Proposed Tax Rate Comparison

**Next Steps/Schedule:**

Consideration and possible adoption of the proposed tax rate at the September 19, 2023 Regular Council Meeting.

### FY 2024 Proposed Tax Rates

City	Current Rate			Proposed Rate			Change	% of Change
	M&O	I&S	Total	M&O	I&S	Total		
Bee Cave	-	0.02000	<b>0.02000</b>		0.02000	<b>0.02000</b>	-	<b>0.00%</b>
Lakeway	0.09710	0.03190	<b>0.12900</b>	0.10450	0.03950	<b>0.14400</b>	<b>0.01500</b>	<b>11.63%</b>
West Lake Hills	0.10610	0.04430	<b>0.15040</b>	0.11780	0.06080	<b>0.17860</b>	<b>0.02820</b>	<b>18.75%</b>
Fredericksburg	0.16997	0.02586	<b>0.19582</b>	0.16864	0.01275	<b>0.18139</b>	<b>(0.01444)</b>	<b>-7.37%</b>
Rollingwood	0.09510	0.08450	<b>0.17960</b>	0.10320	0.09510	<b>0.19830</b>	<b>0.01870</b>	<b>10.41%</b>
Dripping Springs	0.17780	-	<b>0.17780</b>	0.17180	0.03796	<b>0.20976</b>	<b>0.03196</b>	<b>17.98%</b>
Horseshoe Bay	0.21361	0.05639	<b>0.27000</b>	0.19770	0.07230	<b>0.27000</b>	-	<b>0.00%</b>
Buda	0.09260	0.24970	<b>0.34230</b>	0.08820	0.24970	<b>0.33790</b>	<b>(0.00440)</b>	<b>-1.29%</b>
Lago Vista	0.29590	0.13240	<b>0.42830</b>	0.29890	0.11500	<b>0.41390</b>	<b>(0.01440)</b>	<b>-3.36%</b>
Liberty Hill	0.29351	0.16105	<b>0.45456</b>	0.29351	0.16105	<b>0.45456</b>	-	<b>0.00%</b>
Kyle	0.29660	0.21160	<b>0.50820</b>	0.27920	0.19010	<b>0.46930</b>	<b>(0.03890)</b>	<b>-7.65%</b>
Boerne	0.38700	0.06400	<b>0.45100</b>	0.35820	0.11840	<b>0.47660</b>	<b>0.02560</b>	<b>5.68%</b>
Bastrop	0.31660	0.19620	<b>0.51280</b>	0.30940	0.19620	<b>0.50560</b>	<b>(0.00720)</b>	<b>-1.40%</b>
Pflugerville	0.26820	0.21310	<b>0.48130</b>	0.24850	0.28770	<b>0.53620</b>	<b>0.05490</b>	<b>11.41%</b>
Marble Falls	0.21000	0.34770	<b>0.55770</b>	0.20090	0.33910	<b>0.54000</b>	<b>(0.01770)</b>	<b>-3.17%</b>
Burnett	0.50220	0.11090	<b>0.61310</b>	0.50220	0.11090	<b>0.61310</b>	-	<b>0.00%</b>
Bulverde	0.17080	-	<b>0.17080</b>	0.16750		<b>0.16750</b>	<b>(0.00330)</b>	<b>-1.93%</b>
Dripping Springs	0.17780	-	<b>0.17780</b>	0.17180	0.03796	<b>0.20976</b>	<b>0.03196</b>	<b>17.98%</b>
Live Oak	0.28308	0.12714	<b>0.41022</b>	0.27421	0.11158	<b>0.38579</b>	<b>(0.02443)</b>	<b>-5.96%</b>
Hutto	0.27388	0.14810	<b>0.42198</b>	0.26848	0.13363	<b>0.40211</b>	<b>(0.01987)</b>	<b>-4.71%</b>
Elgin	0.36431	0.18035	<b>0.54466</b>	0.36327	0.13497	<b>0.49824</b>	<b>(0.04643)</b>	<b>-8.52%</b>
Taylor	0.45338	0.19557	<b>0.64895</b>	0.36065	0.26812	<b>0.62877</b>	<b>(0.02018)</b>	<b>-3.11%</b>

Salary Survey Cities

Other Cities



**CITY COUNCIL**  
**WORKSHOP & REGULAR MEETING**  
**City of Dripping Springs**  
**Council Chambers, 511 Mercer St, Dripping Springs, TX**  
**Tuesday, August 15, 2023, at 6:00 PM**

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**MINUTES**

**CALL TO ORDER AND ROLL CALL**

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

**City Council Members present were:**

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

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

City Administrator Michelle Fischer  
 Deputy City Administrator Ginger Faught  
 Interim Deputy City Administrator / City Treasurer Shawn Cox  
 City Attorney Laura Mueller  
 People & Communications Director Lisa Sullivan  
 City Secretary Andrea Cunningham  
 IT Director Jason Weinstock  
 Parks & Community Services Director Andy Binz  
 DSRP Manager Emily Nelson  
 Public Works Director Aaron Reed  
 Deputy Public Works Director Craig Rice  
 Planning Director Tory Carpenter  
 Parks & Recreation Commission Chair Paul Fushille

**PLEDGE OF ALLEGIANCE**

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

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**WORKSHOP**

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

**1. Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2024.**

Shawn Cox gave a presentation which is on file.

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**CITY COUNCIL**

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**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.*

Shirley Sanders spoke regarding water and wastewater services and agreements. Her written comments are on file.

**PRESENTATIONS**

Via unanimous consent, the City Council took presentation items out of order.

**3. Presentation and update on the skatepark project at Founders Memorial Park. Sponsor: Council Member Wade King.**

Dennis Baldwin introduced the item and SPA Skateparks Owner Yann Curtis.

Yann Curtis gave a presentation on the Dripping Springs Skatepark Conceptual Site Plan, and Preliminary Cost and Scope which is on file.

**2. Legislative Update. Laura Mueller, City Attorney**

Laura Mueller gave a presentation which is on file.

**CONSENT AGENDA**

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

4. **Approval of the August 1, 2023, City Council & Board of Adjustment workshop and regular meeting minutes.**
5. **Approval of the August 8, 2023, City Council special meeting minutes.**
6. **Approval of the City Treasurer's Report.**
7. **Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Dripping Springs Methodist Church regarding the Wild Game Dinner. *Sponsor: Council Member Sherrie Parks.***
8. **Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Dripping Springs Helping Hands for the Empty Bowl Project.**
9. **Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and LOOMC Charities, Inc. for the Goat Couture Event on September 9, 2023 at Dripping Springs Ranch Park. *Sponsor: Council Member Sherrie Parks***
10. **Approval of an agreement between the City of Dripping Springs and Elliott Electric Company for fixtures and bulbs for the Dripping Springs Ranch Park Event Center. *Sponsor: Mayor Bill Foulds, Jr.***
11. **Approval of a Resolution Accepting Improvements and Approving a Maintenance Bond for Caliterra Phase 5 Section 14 Wastewater Improvements and Releasing a Construction Bond.**

**Filed as Resolution No. 2023-R29**

12. **Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Driftwood Ranch Phase 3 Water and Wastewater Improvements and Releasing a Construction Bond.**

**Filed as Resolution No. 2023-R30**

A motion was made by Council Member Tahuahua to approve Consent Agenda Items 4 – 12. Council Member Parks seconded the motion which carried unanimously 5 to 0.

## **BUSINESS AGENDA**

13. **Public Hearing and consideration of approval of the Parks and Facilities Naming Application to name the skatepark at Founders Memorial Park the “Dorian Zev Kweiler Memorial Skatepark.” *Applicant: Eric Henline, Dripping Springs Skatepark, Inc. Sponsor: Council Member Wade King***

**a. Applicant Presentation** – Applicants Eric Henline and Stephanie Meyer presented the item and reviewed petition statements supporting their naming application for the Dripping Springs Skatepark.

**b. Staff Report** – Andy Binz presented the staff report which is on file. Staff recommends approval of the application.

**c. Public Hearing** – No one spoke during the Public Hearing. Mayor Foulds ask for a show of hands of those in attendance that support naming the skatepark “Dorian Zev Kweiler Memorial Skatepark,” and a large majority of audience members raised their hands.

**d. Naming Application** – A motion was made by Council Member King to approve a Parks and Facilities Naming Application to name the skatepark at Founders Memorial Park the “Dorian Zev Kweiler Memorial Skatepark.” Council Member Parks seconded the motion which carried unanimously 5 to 0.

**14. Discuss and consider approval of the First Amendment to Agreement Concerning Creation and Operation of Wild Ridge Municipal Utility District. Applicant: John Bartram**

Applicant representative Elliott Jones gave a presentation which is on file.

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

Mayor Foulds, Jr. stepped off the dais and exited the Council Chambers. Mayor Pro Tem Manassian presided over the meeting.

A motion was made by Council Member Tahuahua to approve the First Amendment to Agreement Concerning Creation and Operation of Wild Ridge Municipal Utility District. Council Member Crow seconded the motion which carried unanimously 5 to 0.

**15. Discuss and consider approval of the First Amendment to Wastewater Service and Fee Agreement between the City of Dripping Springs and Meritage Homes of Texas, LLC. Applicant: Rex Baker.**

Mayor Foulds, Jr. returned to the Council Chambers, took his seat at the dais and presided over the remainder of the meeting.

Applicant representative Elliott Jones gave a presentation which is on file.

Aaron Reed presented the staff report which is on file. Staff recommends approval of the amendment with the option for the City to construct.

A motion was made by Mayor Pro Tem Manassian to approve the First Amendment to the Wastewater Service and Fee Agreement between the City of Dripping Springs and Meritage Homes of Texas, LLC with an amendment to include an option for the City to handle construction. Council Member Parks seconded the motion which carried unanimously 5 to 0.

**16. Public hearing and consideration of approval of an Ordinance Amending Chapter 28.03: Subdivisions and Site Development, Parkland Dedication and Parkland Development, and regarding requirements for Parkland Dedication and Fee in Lieu of Parkland Dedication for residential developments. Sponsor: Mayor Bill Foulds, Jr.**

**a. Staff Report** – Tory Carpenter presented the staff report which is on file. Staff and the Parks & Recreation Commission recommend approval of the ordinance.

Council Member Parks stepped off the dais and exited the Council Chambers.

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

**c. Ordinance** – A motion was made by Council Member Crow to approve an Ordinance Amending Chapter 28.03: Subdivisions and Site Development, Parkland Dedication and Parkland Development, and regarding requirements for Parkland Dedication and Fee in Lieu of Parkland Dedication for residential developments. Council Member King seconded the motion which carried 3 to 1, with Council Member Tahuahua opposed.

**Filed as Ordinance No. 2023-25**

**17. Public hearing and consideration of approval of an Ordinance Amending the City of Dripping Springs Fee Schedule as it relates to Parkland Dedication fees for residential projects. Sponsor: Mayor Bill Foulds, Jr.**

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

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

Council Member Parks returned to the Council Chambers and took her seat on the dais.

**c. Ordinance Amendment** – A motion was made by Council Member Crow to approve an Ordinance Amending the City of Dripping Springs Fee Schedule as it relates to Parkland Dedication fees for residential projects. Mayor Pro Tem Manassian seconded the motion which carried 4 to 1, with Council Member Tahuahua opposed.

**Filed as Ordinance No. 2023-26**

**18. Discuss and consider approval of the Proposed Ad Valorem Tax Rate for 2023.**

Via unanimous consent and by request of staff, the City Council considered this item after Executive Session.

Via unanimous consent, the City Council consider item 20 out of order.

**20. Discuss and consider approval of a contract with IRE Crown Rinks, LLC to host an ice rink at Dripping Springs Ranch Park from December 7, 2023 through January 7, 2024 with days prior and post for setup and breakdown. Sponsor: Mayor Bill Foulds, Jr.**

Emily Nelson presented the staff report which is on file. Staff recommends approval of the contract.

A motion was made by Mayor Pro Tem Manassian to approve a contract with IRE Crown Rinks, LLC to host an ice rink at Dripping Springs Ranch Park from December 7, 2023 through January 7, 2024 with days prior and post for setup and breakdown. Council Member Parks seconded the motion which carried unanimously 5 to 0.

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

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

Mayor Pro Tem Manassian stepped down from the dais and exited the Council Chambers.

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

**c. Ordinance** – A motion was made by Council Member Parks to approve an Ordinance of the City of Dripping Springs, Texas Amending the current 2022-2023 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures. Council Member King seconded the motion which carried unanimously 4 to 0.

**Filed as Ordinance No. 2023-27**

**21. Discuss and consider approval of the installation of an Eclipse Display at Veterans Memorial Park. Sponsor: Council Member Sherrie Parks.**

Lisa Sullivan presented the staff report which is on file. Staff and the Parks & Recreation Commission recommend approval of the display.

Mayor Pro Tem Manassian returned to the Council Chambers and took her seat on the dais.

A motion was made by Council Member King to approve of the installation of an Eclipse Display at Veterans Memorial Park. Council Member Parks 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.

**22. July Maintenance Report**  
*Craig Rice, Deputy Public Works Director*

**23. Planning Department Report**

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with Attorney, 551.072, Deliberation of Real Property and 551.074, Personal Matters and regarding Executive Session Agenda Items 24 – 27. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

**EXECUTIVE SESSION AGENDA**

*The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073*

*Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.*

24. **Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items.** *Consultation with Attorney, 551.071*
25. **Deliberation regarding the appointment, employment, evaluation, reassignment, compensation, policies, and duties of Penny Appleman, Roman Baligad, Andrew Binz, Kevin Campbell, Tory Carpenter, Shawn Cox, Andrea Cunningham, Brandon Elliott, Melanie Engels, Fletcher Engstrom, Mark Escobedo, Manny Espinosa, Jose Esquivel, Ginger Faught, Michelle Fischer, Sesario Garza, Cathy Gieselman, Katherine Griego, Kyle Hagen, Wacey Hanger, Stephanie Hartnett, Johnathon Hill, Caylie Houchin, Robert Hutson, Alison Jamieson, Sheri Kapanka, Amy Kappler, Johnna Krantz, Charles Gray Lahrman, Samantha Larghe, Heron Longoria, Ryane Maceyra, Laura Mueller, Emily Nelson, Anthony Pennell, Shane Pevehouse, Cameron Queen, Aaron Reed, Charles Reed, Craig Rice, Warlan Rivera, Jessica Selina Segovia, Mackenzie Rusick, Teresa Sanders, Lily Sellers, Nick Spillar, William Stevens, Riley Sublett, Lisa Sullivan, Andrew Thompson, Jason Weinstock, and Utility Services Manager.** *Consultation with Attorney, 551.071; Deliberation of Personnel Matters, 551.074*
26. **Consultation with Attorney and Deliberation of Real Property regarding legal and real estate issues related to potential facility sites and street extensions and expansions.** *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*
27. **Consultation with City Attorney regarding legal issues related to recently passed legislation.** *Consultation with Attorney , 551.071*

The City Council met in Executive Session from 8:40 – 9:53 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 9:53 p.m.

## **OPEN SESSION**

Mayor Foulds, Jr. returned to tabled Business Agenda item 18.

### **18. Discuss and consider approval of the Proposed Ad Valorem Tax Rate for 2023.**

Shawn Cox presented the staff report which is on file. Staff recommends approval of a Maintenance & Operation Tax Rate of \$0.1718, and a Debt Service Tax Rate of \$0.0391, for a total Ad Valorem Tax Rate of \$0.2109 per \$100 of valuation.

A motion was made by Council Member Crow to approve the Proposed Ad Valorem Tax Rate for 2023 at \$0.2098 per \$100 valuation. Council Member King seconded the motion which carried unanimously 5 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 Attorney and 551.074, Personnel Matters and regarding Executive Session Agenda Item 25. Council Member Crow seconded the motion which carried unanimously 5 to 0.

- 25. Deliberation regarding the appointment, employment, evaluation, reassignment, compensation, policies, and duties of Penny Appleman, Roman Baligad, Andrew Binz, Kevin Campbell, Tory Carpenter, Shawn Cox, Andrea Cunningham, Brandon Elliott, Melanie Engels, Fletcher Engstrom, Mark Escobedo, Manny Espinosa, Jose Esquivel, Ginger Faught, Michelle Fischer, Sesario Garza, Cathy Gieselman, Katherine Griego, Kyle Hagen, Wacey Hanger, Stephanie Hartnett, Johnathon Hill, Caylie Houchin, Robert Hutson, Alison Jamieson, Sheri Kapanka, Amy Kappler, Johnna Krantz, Charles Gray Lahrman, Samantha Larghe, Heron Longoria, Ryane Maceyra, Laura Mueller, Emily Nelson, Anthony Pennell, Shane Pevehouse, Cameron Queen, Aaron Reed, Charles Reed, Craig Rice, Warlan Rivera, Jessica Selina Segovia, Mackenzie Rusick, Teresa Sanders, Lily Sellers, Nick Spillar, William Stevens, Riley Sublett, Lisa Sullivan, Andrew Thompson, Jason Weinstock, and Utility Services Manager. Consultation with Attorney, 551.071; Deliberation of Personnel Matters, 551.074**

The City Council met in Executive Session from 9:59 – 10:11 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 10:11 p.m.

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

September 5, 2023, at 6:00 p.m. (CC & BOA)

September 19, 2023, at 6:00 p.m. (CC)

October 3, 2023, at 6:00 p.m. (CC & BOA)

October 17, 2023, at 6:00 p.m. (CC)

### Boards, Commissions & Committees

August 17, 2023, Farmers Market Committee at 10:00 a.m.

August 17, 2023, Emergency Management Commission at 12:00 p.m.

August 22, 2023, Planning & Zoning Commission at 6:00 p.m.

August 23, 2023, Economic Development Committee at 4:00 p.m.

August 28, 2023, Transportation Committee at 3:30 p.m.

September 4, 2023, Parks & Recreation Commission at 6:00 p.m.

September 6, 2023, DSRP Board at 11:00 a.m.

September 7, 2023, Historic Preservation Commission at 6:00 p.m.

**ADJOURN**

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

This regular meeting adjourned at 10:11 p.m.

**APPROVED ON:** September 5, 2023

---

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**

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**Submitted By:** Andrew Binz, Parks and Community Services Director

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**City Council Meeting Date:** September 5, 2023

**Agenda Item Wording:** Approval of the reimbursement agreement between the City of Dripping Springs, the Dripping Springs Skatepark Inc. and the Dripping Springs Community Foundation for the amount of \$75,000 toward the construction of the skatepark to be located at Founders Memorial Park.

**Agenda Item Sponsor:** Council Member Wade King

---

**Summary/Background:** City Council approved \$75,000 in the 2023 Budget for the construction of the skatepark at Founders Memorial Park. This agreement will facilitate the payment of \$75,000 to Dripping Springs Skatepark Inc. and the Dripping Springs Community Foundation for the construction of the skatepark.

**Staff Recommendations:** Approval of the reimbursement agreement with Dripping Springs Skatepark Inc. and the Dripping Springs Community Foundation.

**Attachments:** Reimbursement Agreement – Skate Park

**Next Steps/Schedule:** Execute the agreement with Dripping Springs Skatepark Inc. and the Dripping Springs Community Foundation.

## REIMBURSEMENT AGREEMENT

### Dripping Springs Skatepark – Dripping Springs Community Foundation

**WHEREAS**, the parties to this Reimbursement Agreement (this “Agreement”) are the **City of Dripping Springs, Texas** (“City”), and **Dripping Springs Skate Park, Inc.**, (“Donee”), and **Dripping Springs Community Foundation**, (“Participant”); and

**WHEREAS**, that certain property more particularly described on Exhibit “A” attached hereto (the “Property”) is a public property owned and maintained by the City; and

**WHEREAS**, as a public service, for the benefit and improvement of the community, Donee intends to design and construct a structure for skateboards and roller skates; and

**WHEREAS**, in 2019, the City and the Donee entered into a license agreement which was extended in 2022; and

**WHEREAS**, the City appropriated seventy-five thousand dollars for construction of the Skate Park in its 2023-2023 Municipal Budget; and

**WHEREAS**, the Participant is acting as the fiscal sponsor for the Donee for the funding of the Skate Park; and

**WHEREAS**, the City Council finds that the construction of a Skate Park is a benefit to the City and its residents and is for a municipal purpose; and

**NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:**

1. The Dripping Springs SkatePark, Inc. agrees to construct, or cause to be constructed, a Skate Park in the Dripping Springs Founders Memorial Park in the location as shown at Attachment “A”.
2. City agrees to reimburse the Donee. through its fiscal sponsor Participant, for up to seventy-five thousand dollars (\$75,000) which is a portion of the costs and expenses for constructing the Dripping Springs Skate Park. The total amount of reimbursement shall not exceed seventy-five thousand dollars unless approved by the City Council of the City of Dripping Springs.
3. The City will reimburse to the Participant, for the Reimbursement Amount once paid invoices in the amount of seventy-five thousand dollars are submitted, reviewed, and approved by the City.
4. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors and assigns. No party shall have the right to

assign this Agreement or any right or interest hereunder to any person or entity without the prior written consent of all parties.

5. This document is effective upon the date of execution by all parties (the "Effective Date").

**ACCEPTANCE** of these terms and conditions is demonstrated by the parties having executed this document as provided below.

**SEVERABILITY.** If any term or restriction of this Agreement is held by a court to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, and restrictions in this agreement shall remain in full force and effect.

-----

**CITY:**

**DATE:**

by:

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

\_\_\_\_\_

-----

**DONEE:**

**DATE:**

by:

\_\_\_\_\_  
Dripping Springs Skate Park

\_\_\_\_\_

**PARTICIPANT:**

**DATE:**

by:

\_\_\_\_\_  
Dripping Springs Community Foundation  
Chris Marcum, President

\_\_\_\_\_

**ATTACHMENT "A"**  
**Skate Park**



-  Proposed Skatepark
-  City Pool
-  Athletic Fields
-  Perimeter Pathway
-  Skatepark Parking
-  Vehicle Access





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

**Submitted By:** Aaron Reed, Public Works Director; Chad Gilpin, City Engineer

**Council Meeting Date:** September 5, 2023

**Agenda Item Wording:** **Approval of a Reimbursement Agreement with M/I Homes related to the Shared Use Path on Roger Hanks Parkway.** *Applicant: Alex Granados, Kimley Horn*

**Agenda Item Requestor:**

**Summary/Background:** The City of Dripping Springs (City) entered into an offsite road and trail agreement (Agreement) with Stratford Land Fund IV, L.P., (Developer) the developer of the Heritage Subdivision. The Agreement requires the Developer to construct a 5-foot sidewalk along one side of the Roger Hanks Extension from the Heritage Subdivision west to the high school and then south the tie-in point with the existing Roger Hanks Parkway.

In May of 2023 the City Council approved funding for the City to pay for increasing the 5-foot sidewalk required by the Agreement be upgraded to a ten foot shared use path. Due to ROW and grading constraints the upgrade to a shared use path required approximately 404 linear feet of retaining wall ranging from 1-foot to 2-foot in height.

Cost for the improvement was \$169,999 and is being paid for by the City's sidewalk fee-in-lieu fund. See attached Contractor Change Order Cost.

The attached agreement allows the City to pay the funds to the contractor now that the improvements are complete.

**Benefits of Improvements**

1. This improvement will extend the connectivity of the 10-foot shared that will start construction this year along the existing portion of Roger Hanks as part of the TxDOT Sidewalk Grant Program.
2. Improved pedestrian safety and connectivity through a school zone due to wider path
3. Improved bicycle safety and connectivity through a school zone by providing an alternative to bicycle travel in vehicular lanes
4. It is estimated that constructing these improvements by the Developer would save the City approximately 25% in improvement

costs in comparison with a typical design, bid, build process conducted by the City.

**Commission  
Recommendations:**

**Recommended  
Council Actions:** Staff recommends approval of the agreement.

**Attachments:** Reimbursement Agreement  
Offsite Road and Trail Agreement.  
Contractor's Change Order Cost  
Updated Construction Plan Showing Shared Use Path

**Next Steps/Schedule:** If approved, the City will verify the completion of the sidewalk to our standards and then issue the funds to the Developer.

## CONSTRUCTION REIMBURSEMENT AGREEMENT

### M/I Homes – Roger Hanks – Dripping Springs, Texas

**WHEREAS**, the parties to this Reimbursement Agreement (this “Agreement”) are the **City of Dripping Springs, Texas** (“City”), and **M/I Homes of Austin, LLC**, a limited liability corporation (“Owner”).

**WHEREAS**, on or about October 17, 2017, the City and SLF, entered into an Offsite Road Agreement that included that SLF would fund and construct certain pedestrian improvements adjacent to Roger Hanks Parkway (as defined in the Offsite Road Agreement) adjacent to the Heritage Subdivision, and the Offsite Road Agreement was assigned to M/I Homes of Austin, LLC in 20233, its affiliates and/or their successors and assigns, including future owners and developers, as a master-planned community (the “Project”); and

**WHEREAS**, during design of Roger Hanks Parkway it was determined that the pedestrian improvements of five-foot sidewalks was inadequate and a ten foot shared use path was consistent with the current Transportation Plan; and

**WHEREAS**, the cost of increasing the pedestrian improvements from a five foot sidewalk to a ten foot shared use path would be approximately one hundred seventy thousand dollars (\$170,000) as shown in the change order in Attachment “B”; and

**WHEREAS**, the pedestrian improvements to Roger Hanks Parkway are beneficial to the City of Dripping Springs and its residents; and

**WHEREAS**, providing reimbursement for the increase in pedestrian improvements to the developer rather than the improvements being built by the City will ensure its efficient and cost-effective construction in coordination with the construction of Roger Hanks Parkway; and

**WHEREAS**, there is sufficient funds in the sidewalk fee-in-lieu fund to pay for this reimbursement; and

**WHEREAS**, the parties wish to ensure that M/I Homes, LLC will be reimbursed for costs and expenses of the Roger Hanks Pedestrian Improvements pursuant to the foregoing.

**NOW, THEREFORE**, here comes the City and Owner to memorialize and execute a reimbursement agreement, as follows:

1. The M/I Homes, LLC agrees to construct, or cause to be constructed, a ten foot shared use path adjacent to Roger Hanks Parkway as indicated in Attachment “A”.

- 2. City agrees to reimburse M/I Homes, LLC for up to one hundred seventy thousand dollars (\$170,000) which is a portion of the costs and expenses for constructing the ten foot shared use path which represents the increase from a five foot sidewalk to a ten foot shared use path. The total amount of reimbursement shall not exceed one hundred seventy thousand dollars unless approved by the City Council of the City of Dripping Springs.
- 3. The City will reimburse M/I Homes, LLC for the Reimbursement Amount once the shared use path is constructed and accepted by the City and a written request for reimbursement is reviewed and approved.
- 4. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors and assigns. Neither party shall have the right to assign this Agreement or any right or interest hereunder to any person or entity without the other party's prior written consent.
- 5. This document is effective upon the date of execution by all parties (the "Effective Date").

**ACCEPTANCE** of these terms and conditions is demonstrated by the parties having executed this document as provided below.

**SEVERABILITY.** If any term or restriction of this Agreement is held by a court to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, and restrictions in this agreement shall remain in full force and effect.

-----

**CITY:**

**DATE:**

by:

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

\_\_\_\_\_

-----

**OWNER:**

**DATE:**

by:

\_\_\_\_\_  
M/I Homes, LLC

\_\_\_\_\_

**ATTACHMENT "A"**  
**SHARED USE PATH**

**ATTACHMENT "B"**  
**CHANGE ORDER – Cash Construction Company, Inc.**

**CONTRACTOR:** Cash Construction Company, Inc.  
**PROJECT:** Roger Hanks Parkway Extension II  
**ITEM:** 998 - CPR #8 - Shared Use Path with Wall and Grading Changes  
**DATE:** 4/18/2023

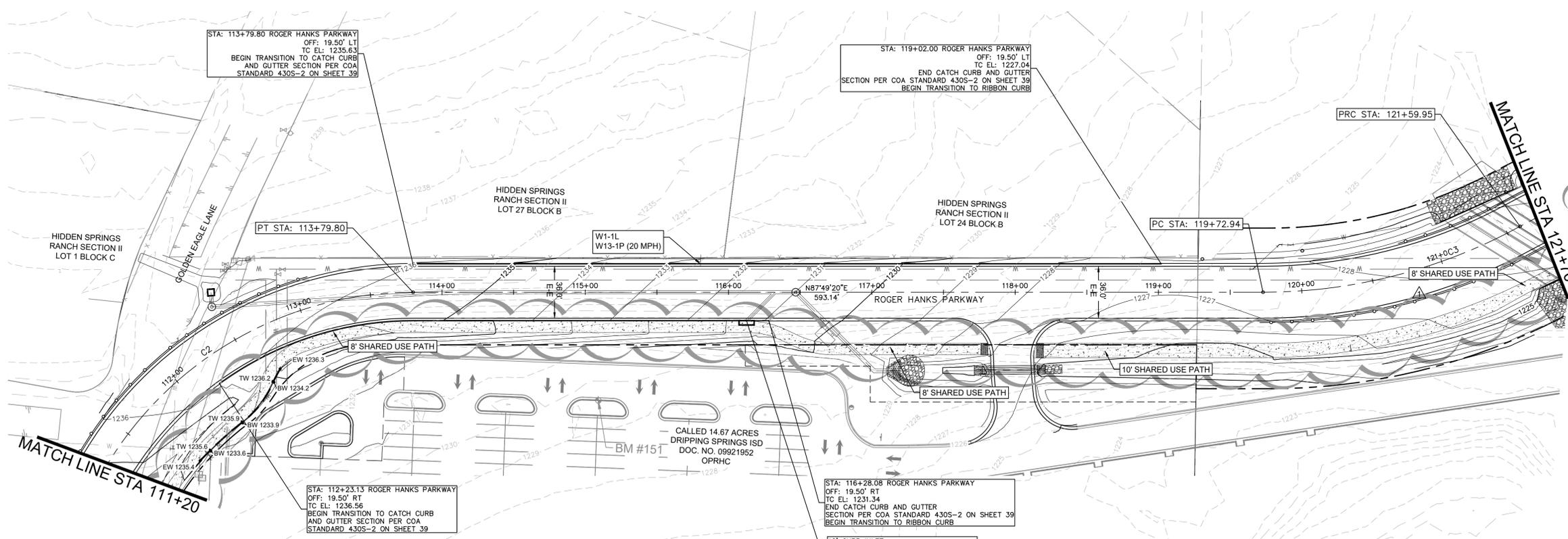


Item #	Description	Qty.	Unit	Additional Days	Unit Bid	Bid Amount
1	ADD; DRAINAGE AND ROADWAY GRADING EARTHWORK TO SUBGRADE (CUT), COMPLETE IN PLACE AS DETAIL AND SPECIFIED	778.00	CY	1.00	\$12.00	\$9,336.00
2	ADD; DRAINAGE AND ROADWAY GRADING EARTHWORK (FILL), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,168.00	CY	1.00	\$7.00	\$8,176.00
3	NEW ITEM; 2 FT GRAVITY RETAINING WALL, COMPLETE IN PLACE AS DETAIL AND SPECIFIED <i>**Excludes Tan Mortar, Conduit, Pedestrian Rail, Global Stability Report</i>	765.00	SF	10.00	\$61.00	\$46,665.00
4	ADD; CONCRETE SIDEWALK COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,466.00	SY	9.00	\$67.00	\$98,222.00
5	NEW ITEM; ADDITIONAL CLEARING AND GRUBBING PER PLAN	1.00	LS		\$4,000.00	\$4,000.00
6	NEW ITEM; MOVE AREA INLET ON SD-A	1.00	EA		\$3,600.00	\$3,600.00
<b>GRAND TOTAL</b>				21.00		<b>169,999.00</b>

PRICES EXCLUDE: EXPORT, BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.

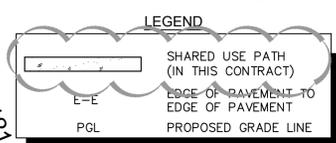


Plotted By: Granados, Alex Date: April 04, 2023 03:40:49pm File Path: K:\Users\alex\_civil\06778317\herfage-m\horns\yoger hanks parkway\paving plan & profile - ROGER HANKS PARKWAY 121+70 TO 132+25.dwg  
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**CURVE TABLE**

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C2	250.00'	382.98'	N43°56'08"E	346.62'	87°46'25"	240.47'
C3	375.00'	187.01'	N73°32'08"E	185.08'	28°34'25"	95.49'



NOTE: SEE SHEET 18 FOR CROSS SECTION VIEWS FOR ROGER HANKS PARKWAY FOR STATIONS 112+00 TO 119+00.

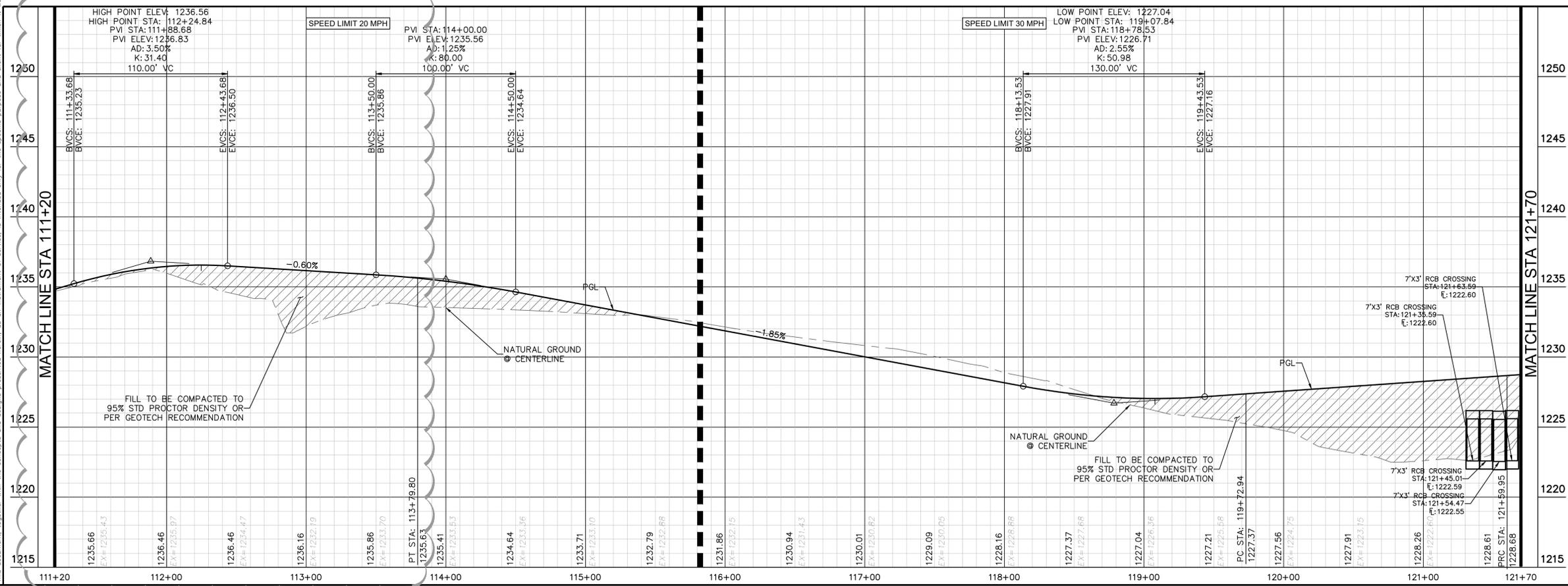
**PAVING NOTES**

SEE PAVING DETAILS SHEETS 40 & 41 FOR TYPICAL PAVING SECTION

**STREET INFORMATION**

STREET NAME	K VALUE - SAG	K VALUE - CREST	DESIGN SPEED LIMIT
ROGER HANKS PARKWAY	49	29	35 MPH
ROGER HANKS PARKWAY	26	12	25 MPH

**ROGER HANKS PARKWAY**



**PROFILE SCALE**  
 1" = 40' HORIZONTAL  
 1" = 4' VERTICAL

**WARNING: CONTRACTOR IS TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.**

**Know what's below. Call before you dig.**

**BENCHMARKS**

- BM #150 SQUARE CUT SET AT THE BACK OF CURB  
 • ELEV. = 1229.74' (NAVD '88)
- BM #151 SQUARE CUT SET AT THE BACK OF CURB  
 • ELEV. = 1230.35' (NAVD '88)

04/04/2023 AEG

04/04/2023

**Kimley-Horn**

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 10814 JOLLYVILLE ROAD, AVALON IV, SUITE 300, AUSTIN, TX 78759  
 PHONE: 512-418-1771 FAX: 512-418-791  
 WWW.KIMLEY-HORN.COM

TEXAS REGISTERED ENGINEERING FIRM F-928

04/04/2023

**Professional Engineer**  
 ALEXANDRO E. GRANADOS RICO  
 130084  
 PROFESSIONAL ENGINEER

*Alfonso E. Granados*

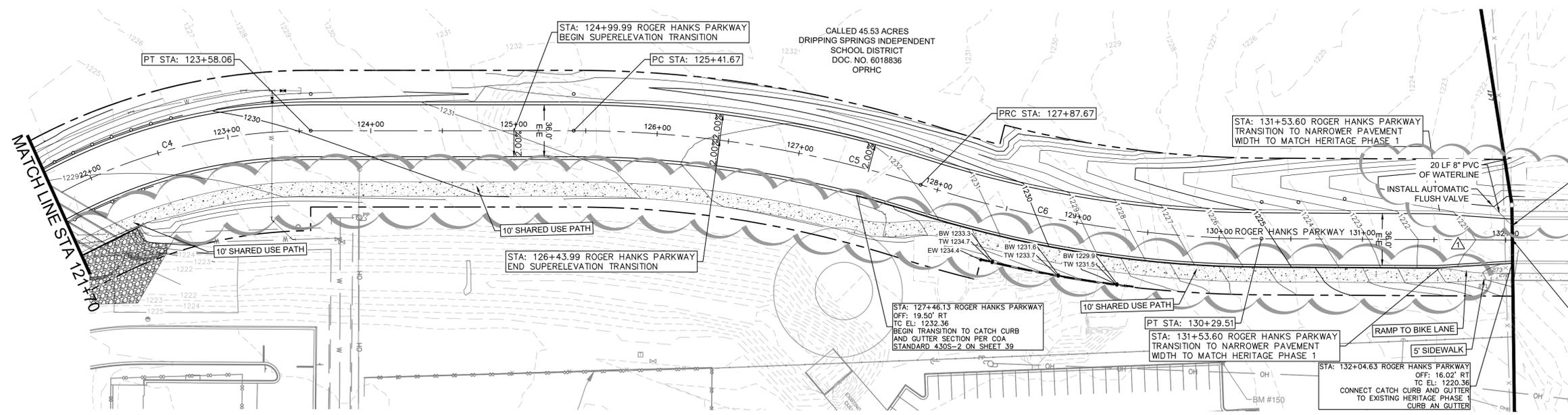
KHA PROJECT 06778317  
 DATE MARCH 2023  
 SCALE: AS SHOWN  
 DRAWN BY: DPD  
 CHECKED BY: AEC

**PAVING PLAN & PROFILE - ROGER HANKS PARKWAY 110+20 TO 121+70**

**ROGER HANKS PARKWAY EXTENSION II**  
 CITY OF DRIPPING SPRINGS  
 HAYS COUNTY, TEXAS

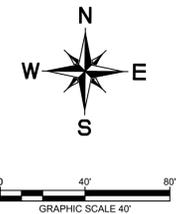
SHEET NUMBER **16**

Plotted By: Granados, Alex Date: April 04, 2023 03:41:26pm File Path: K:\Users\alex.cth\06778317\heritage-ii\Drawings\Roger Hanks Parkway\121+70 to 132+25.dwg  
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**LEGEND**

- SHARED USE PATH (IN THIS CONTRACT)
- EDGE OF PAVEMENT TO EDGE OF PAVEMENT
- PGL PROPOSED GRADE LINE



**CURVE TABLE**

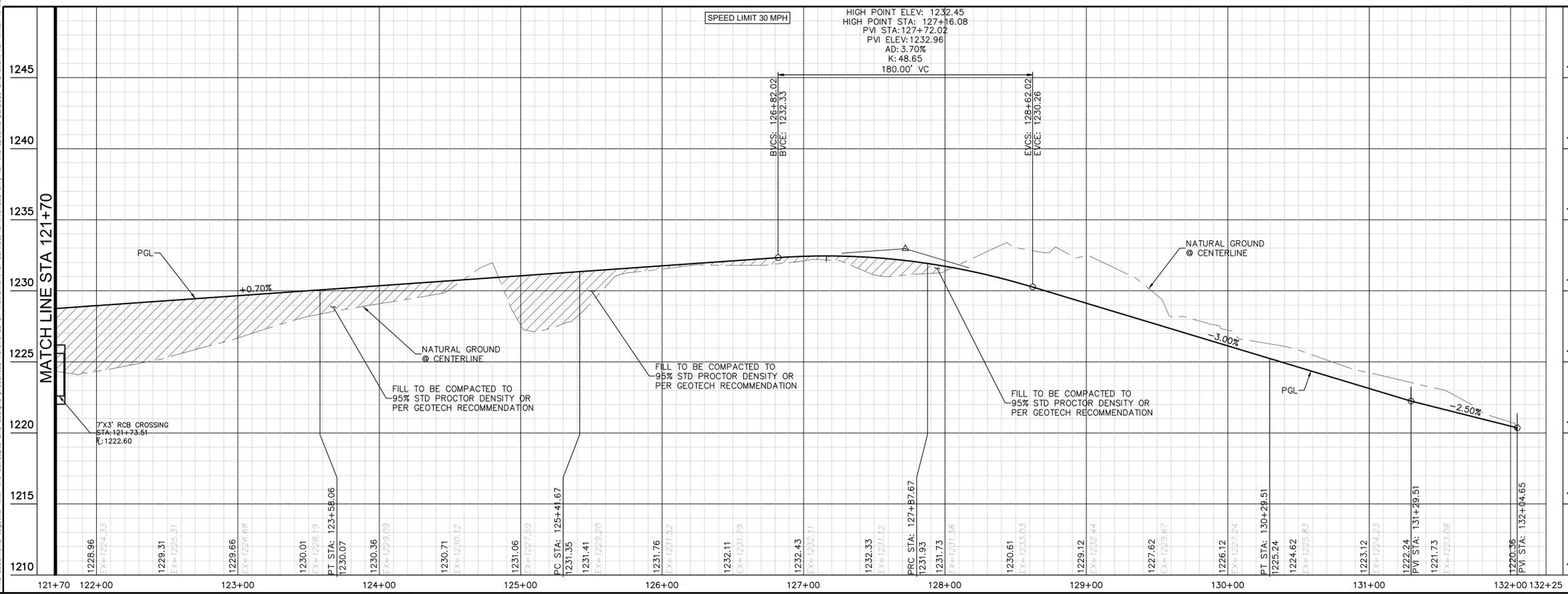
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C4	375.00'	198.11'	N74°22'59"E	195.81'	30°16'06"	101.42'
C5	800.00'	246.00'	S81°40'25"E	245.03'	17°37'07"	123.98'
C6	800.00'	241.84'	S81°31'28"E	240.92'	17°19'13"	121.85'

**PAVING NOTES**

SEE PAVING DETAILS SHEETS 40 & 41 FOR TYPICAL PAVING SECTION

STREET INFORMATION			
STREET NAME	K VALUE - SAG	K VALUE - CREST	DESIGN SPEED LIMIT
ROGER HANKS PARKWAY	49	29	35 MPH
ROGER HANKS PARKWAY	26	12	25 MPH

**ROGER HANKS PARKWAY**



**PROFILE SCALE**  
 1" = 40' HORIZONTAL  
 1" = 4' VERTICAL

**WARNING: CONTRACTOR IS TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.**

**811**  
 Know what's below.  
 Call before you dig.

**BENCHMARKS**

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 • ELEV. = 1229.74' (NAVD '88)
- BM #151 SQUARE CUT SET AT THE BACK OF CURB  
 • ELEV. = 1230.35' (NAVD '88)

**Kimley-Horn**  
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 PHONE: 512-418-1771 FAX: 512-418-1791  
 WWW.KIMLEY-HORN.COM  
 TEXAS REGISTERED ENGINEERING FIRM F-928

04/04/2023  
 AEG

NO. DATE REVISIONS

KHA PROJECT 06778317  
 DATE MARCH 2023  
 SCALE: AS SHOWN  
 DESIGNED BY: AEG  
 DRAWN BY: DPD  
 CHECKED BY: AEG

**PAVING PLAN & PROFILE - ROGER HANKS PARKWAY 121+70 TO 132+25**

**ROGER HANKS PARKWAY EXTENSION II**  
 CITY OF DRIPPING SPRINGS  
 HAYS COUNTY, TEXAS

SHEET NUMBER  
**17**

## OFFSITE ROAD AND TRAIL AGREEMENT

This Offsite Road and Trail Agreement ("Agreement") is between the **City of Dripping Springs**, a Type A General Law City located in Hays County, Texas (the "City"), and **SLF IV - Dripping Springs JV, L.P.**, a Texas Limited Partnership, ("Owner").

### RECITALS:

**WHEREAS**, Owner, together with BobWhite Investments, LP, a Texas limited partnership, owns approximately 189 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 on this same date; 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**, the City approved on the same date as this Agreement that certain "Annexation and Development Agreement" that contains terms and agreements regarding the annexation and development of the Land; and

**WHEREAS** the Owner wishes to design and construct, or cause to be designed and constructed, an Offsite Road (as hereinafter defined) and Offsite Trail (as hereinafter defined) or wishes to have the option to provide funding for the Offsite Trail 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, the 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

**21 Annexation and Development Agreement:** That certain Annexation and Development Agreement executed between Owner and the City on the same date as this Agreement.

**22 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.

- 23 City Council:** The governing body of the City of Dripping Springs, Texas.
- 24 City Engineer:** The person or firm designated by the City Council as engineer for the City of Dripping Springs, Texas.
- 25 City Review Fees:** The fees set out in the City's Fees Schedule Ordinance as may be amended from time to time.
- 26 City Construction Standards:** The following City standards for planning, design, location, and construction of the Offsite Road and Offsite Trail in effect on the date hereof, and as the same may be amended by the cross-sections or design descriptions on **Exhibit C** or **Exhibit D** attached hereto:
- 2.6.1 Subdivision Ordinance and Regulations;
  - 2.6.2 Development Ordinance and Regulations; and
  - 2.6.3 Technical Construction Standards and Specifications.
- 27 Contractor:** A person or entity that constructs the Offsite Road or the Offsite Trail.
- 28 Effective Date:** The date upon which this Agreement is approved by the City.
- 29 Land:** Has the meaning set forth in the Recitals.
- 210 Notice:** Notice as defined in **Section 7.3** of this Agreement.
- 211 Offsite Road:** Has the meaning set forth in Section 3.1.
- 212 Offsite Trail:** Has the meaning set forth in Section 3.2
- 213 Parties:** Parties are the City of Dripping Springs and SLF IV - Dripping Springs JV, L.P., a Texas limited partnership.
- 214 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 and Development Agreement.

**ARTICLE 3**  
**DESIGN AND CONSTRUCTION OF OFFSITE ROAD AND OFFSITE TRAIL**

**3.1 Offsite Road:**

- a The Owner will construct, or cause to be constructed, the offsite section of the Roger Hanks roadway extension from the west property line of the Land, (“Offsite Road”) to match up with the portion of the Roger Hanks roadway extension being constructed by the Dripping Springs Independent School District (“DSISD”), to provide a continuous roadway from the Property to US 290 in the location shown on **Exhibit C**. Construction shall be generally in accordance with the cross-sections and design specifications as shown by **Exhibit C**, subject to plan review and acceptance by the City pursuant to Section 3.6. The Owner will coordinate this effort with the City and with DSISD. The City shall approach DSISD regarding alignment and joint construction of the Roger Hanks Parkway, but whether or not DSISD cooperates, Owner shall be required to construct its portion in accordance with and subject to the terms hereof. Owner may barricade the road at the western property line until DSISD has completed its part. The City shall procure the necessary right of -way for the construction of the Offsite Road. The obligation to construct the Offsite Road is predicated on the first phase of infrastructure of the Project being under construction and the City’s acquisition of the necessary right-of-way. If the Owner is under construction of the first phase of infrastructure of the Project and the City has not acquired the right-of-way, then Owner shall deposit the amount of \$1,914,207.00, which includes a four percent (4%) management fee and a ten percent (10%) contingency, (the “Road Deposit”), in an escrow account for the Offsite Road as provided for in Section 3.1b. Construction of connections of the Offsite Road to streets in the Hidden Springs subdivision shall be the sole responsibility of the City, at no cost to Owner.
- b On or before the date that Owner begins construction of the first phase of infrastructure for the Project, Owner shall deposit the Road Deposit with the City. The Road Deposit shall be held in a separate trust account by the City for the purpose of constructing the Offsite Road. As Owner constructs the Offsite Road, Owner shall be permitted to draw down on the Road Deposit monthly as construction of the Offsite Road progresses. In order to obtain a draw from the Road Deposit, Owner shall provide the City (i) a draw request describing the work that has been performed; (ii) a certificate from the engineer certifying what work has been done; (iii) a conditional lien waiver from the Contractor; and (iv) with respect to the final draw only, an affidavit of bills paid.
- c Owner shall be required to commence construction of the Offsite Road at such time as the later to occur of (i) Owner has begun construction of the first phase of infrastructure of the Project; and (ii) the City has acquired all necessary right-of-way to construct the Offsite Road.

- d. In the event that the City has still not been able to acquire all the necessary right-of-way for the Offsite Road on or before the date that construction drawings for the final phase of infrastructure for the Project has been submitted to the City, (the “Construction Obligation Date”) then the Owner may terminate the obligation to construct the Offsite Road, and the City shall be able to use the Road Deposit in order to construct the Offsite Road. So long as the City has not acquired the necessary right-of-way, Owner may elect to terminate its obligation to construct the Offsite Road (pursuant to the preceding sentence) by providing written notice to the City any time after the Construction Obligation Date. In which event the Owner shall obtain and provide to the City a then current cost estimate to complete the Offsite Road. Said estimate shall incorporate findings of a geotechnical study provided by Owner and prepared by a geotechnical engineering firm approved by the City using a professional standard of care typical of design studies for collector roadways in the Dripping Springs area. If the City and Owner agree that the Road Deposit is not sufficient, Owner will deposit any additional funds necessary to increase the Road Deposit by the amount agreed upon by the City and Owner to complete the Offsite Road within thirty (30) days after the parties so agree.

### 3.2 Offsite Trail.

- a. Owner shall construct or cause to be constructed the offsite trail extension from the Land to Mercer Street, (“Offsite Trail”), in a location mutually agreed upon with the City generally as shown on **Exhibit D** and in accordance with the cross-sections and design specifications attached as **Exhibit D**, subject to the plan review and approval procedure set forth in Section 3.6. Construction shall be subject to the City providing any necessary offsite easements or right -of -way for construction of the Offsite Trail. Owner shall not be required to commence the construction of the Offsite Trail extension until such time as the first phase of infrastructure of the Project is under construction as provided for in Section 3.2 b.
- b. Owner shall be required to commence construction of the Offsite Trail at such time as the later to occur of (i) Owner has begun construction of the first phase of infrastructure on the Project; and (ii) the City has acquired all necessary right-of-way or easements to construct the Offsite Trail.
- c. The Owner has an option to make a Trail Contribution in the amount of \$455,754.00, which includes a four percent (4%) management fee (herein so called) and a ten percent (10%) contingency to the City for the Offsite Trail. If the Owner makes the Trail Contribution to the City prior to the Owner completing the final phase of infrastructure for the Project, then Owner’s obligation to construct the Offsite Trail described in this Section 3.2 shall terminate as long as Owner provides to City a then current cost estimate, in which event, the City shall use the Trail Contribution for the sole purpose of constructing the Offsite Trail, provided, however, if the City obtains other funds to construct the Offsite Trail, then so long as the City constructs the Offsite Trail first, the City may use the Trail Contribution for matching funds for obtaining grant funds for other Trails that service the Property.

- 3.3 **Other Offsite Improvements.** The Traffic Impact Analysis may show the need for other offsite improvements.
- 3.4 **Infrastructure Standards.** The Offsite Road and Offsite Trail 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, and construction and installation of the Offsite Road and Offsite Trail. 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, the Owner will request at least three bids from qualified firms for each construction contract for the Offsite Road and Offsite Trail and to work with the City to provide locally-based, qualified firms access to bidding opportunities as allowed by state law.
- 3.5 **Engagement of Contractor.** Owner shall engage a contractor to construct the Offsite Road and Offsite Trail 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 the City and the Owner, shall incorporate the requirements of this **Article 3**, and shall provide that the 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 for any of the subdivided changes.
- 3.6 **Plan Review, Payment of Fees, and Pre-Construction Conference.** Construction of the Offsite Road and Offsite Trail shall not commence until the plans and specifications have been reviewed and accepted by the City for compliance with the City Construction Standards; a pre-construction conference has been held by the Contractor, the Owner's Engineer, and the City Engineer; and the applicable City Review Fees have been paid. At such pre-construction conference, the City's Engineer shall designate the individual who will serve as the City's project manager and inspector (the "City Inspector").
- 3.7 **Inspection by City.** The City has the right, but not the obligation, to inspect and test the Offsite Road and Offsite Trail at any time. Further, the City has the right to participate in a final inspection of the Offsite Road and Offsite Trail. The Owner, or its Engineer or Contractor, shall notify the City Inspector when each of the Offsite Road and Offsite Trail is ready for final inspection. If the City Inspector concurs that construction of the Offsite Road and/or Offsite Trail 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, the Owner shall request that City formally accept the improvements, subject to the provisions of this Agreement.

- 3.8 **Easements and Rights-of- Way.** The City will grant or acquire, at no cost to the Owner, all offsite easements or rights-of-way that are required for the installation and operation of the Offsite Road and Offsite Trail. If the City is unable to obtain all required off-site easements or right-of-way, then within 180 days after request by Owner, the City shall attempt to acquire the easements and right-of-way, using its powers of eminent domain if necessary, at City's sole expense; provided specifically that such expenses shall include City staff time for oversight, legal advice and project management; attorneys' fees; survey fees and expenses; appraisal fees and expenses; expert fees and expenses, and all other fees, costs, and expenses associated with the acquisition.

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

- 4.1 **Payment of Fees.** Owner shall be responsible for paying to the City all City Review Fees and City Inspection Fees for the Offsite Road and Offsite Trail constructed by Owner as set out in the City's Fee Schedule.
- 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 Offsite Trail and any cost overruns.
- 4.3 **Payment, Performance and Maintenance Bonds.** The City shall require the Owner or Owner's Contractor(s) to provide performance and payment bonds at the time of construction of the Offsite Road and Offsite Trail, as applicable, in accordance with Applicable Rules. Owner or Contractor shall provide a two (2) year maintenance bond upon acceptance by the City.

**ARTICLE 5  
OWNERSHIP AND OPERATION OF OFFSITE ROAD AND OFFSITE TRAIL**

- 5.1 Within sixty (60) days after the City's final approval of the Offsite Road or Offsite Trail, and the inspection and correction of punch list items pursuant to Section 3.7 above, City will accept the Offsite Road or Offsite Trail (as applicable).
- (a) The Owner shall provide the City Engineer with a set of as-built Mylar drawings, for permanent record.
- (b) The Owner or Owner's Contractor shall provide the City Administrator or designee with a two year maintenance bond for the Offsite Road or Offsite Trail (as applicable).
- 5.2 All warranties secured for construction of the Offsite Road and all bonds, guarantees, other assurances of performance, record drawings, project manuals, and all other documentation related to the Offsite Road will be delivered to the City. Owner agrees

that the City will not accept the Offsite Road burdened by any mechanic's lien created by, through or under Owner. Owner or Owner's Contractor shall provide a two year maintenance bond for the Offsite Road and Offsite Trail.

- 5.3 After acceptance by the City, the City will operate and maintain the Offsite Road and Offsite Trail according to the City's policies and ordinances, as amended from time to time. Nothing in this Agreement will be construed to limit, restrict, modify, or abrogate the 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 the same.

## ARTICLE 6 INSURANCE AND INDEMNIFICATION

- 61 **Insurance.** Owner or its Contractor(s) shall acquire and maintain, during the period of time when any of the Offsite Road or Offsite Trail is under construction by Owner (with full coverage in force for matters occurring prior to City's acceptance of the Offsite Road or Offsite Trail, respectively, until expiration of two (2) years after the latter to occur of full and final completion of the Offsite Road or Offsite Trail and acceptance thereof by the 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 Road and Offsite Trail, 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 the City including its current and future officers, councilmembers, employees, representatives, and other agents as additional insureds and contain a waiver of subrogation endorsement in favor each additional insured. Upon the later to occur of Owner's execution of a construction contract for the Offsite Road or Offsite Trail or five (5) days prior to commencement of construction under a construction contract for the Offsite Road or Offsite Trail, Owner shall provide to the 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 the 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, the 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 the 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 Heritage Subdivision at commercially reasonable rates, then the City shall be named as an "additional named insured" to the insurance policy for such construction project.

- 62 **DEFENSE, INDEMNIFICATION and HOLD HARMLESS.** THE 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 THE 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 THE 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 CONCURRENT OR SOLE NEGLIGENCE OF THE 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 ROAD OR OFFSITE TRAIL FOR THE PROJECT. OWNER WILL DEFEND THE CITY AGAINST ALL SUCH CLAIMS AND THE CITY WILL REASONABLY COOPERATE AND ASSIST IN PROVIDING SUCH DEFENSE. THE CITY SHALL HAVE THE RIGHT TO REASONABLY APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE 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. THE 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 THE CITY IS INVOKING ITS RIGHTS TO DEFENSE AND INDEMNIFICATION, AND IF OWNER DOES NOT DO SO, THE 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 OR OFFSITE TRAIL, RESPECTIVELY, 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 THE CITY WITHOUT THE WRITTEN CONSENT OF THE CITY, WHICH SHALL NOT BE UNREASONABLY WITHHELD (CITY SHALL NOT HAVE APPROVAL RIGHTS OVER MONETARY SETTLEMENTS, UNLESS AFFIRMATIVE ACTION IS REQUIRED BY THE 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 THE CITY MAY BASE REFUSAL TO CONSENT TO ANY PROPOSED SETTLEMENT.

- 63** At no time shall the City have any control over or charge of the Owner's design, construction, or installation of any of the Offsite Road and Offsite Trail, 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 the City and Owner.
- 64** **Insurance and Indemnity by Contractors:** Insurance and Indemnity by Contractors: If Owner engages a Contractor to construct the Offsite Road and/or Offsite Trail, Owner shall include in the contract requirements that the Contractor must provide commercial general liability insurance naming the City as an additional 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 THE 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 OR TO THE CONCURRENT NEGLIGENCE OF THE 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. The City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to the 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 the 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 7.02 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 the 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

- 81 **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.

- 82 **Conspicuous Provisions:** The 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.
- 83 **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 FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX 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 the City:**

City of Dripping Springs, Texas  
 Attn: City Secretary  
 P. O. Box 384  
 Dripping Springs, Texas 78620  
 FAX: (512) 858-5646

City of Dripping Springs, Texas  
 Attn: City Administrator  
 P. O. Box 384  
 Dripping Springs, Texas 78620

Bojorquez Law Firm, PC  
 12325 Hymeadow Dr., Ste. 2-100  
 Austin, Texas 78750  
 Attn: Alan Bojorquez

**To Owner:**

SLF IV – Dripping Springs JV, L.P.  
 c/o Stratford Land

5949 Sherry Lane, Suite 800  
 Dallas, Texas 75225  
 Attn: Asset Manager

Hudnall P.C.  
 Attn: Allan Katz  
 5949 Sherry Lane, Suite 800  
 Dallas, Texas 75225

Metcalf Wolff Stuart & Williams, LLP  
 Attn: Steven C. Metcalfe  
 221 W. 6th, Suite 1300  
 Austin, Texas 78701

- 84** **City Consent and Approval:** In any provision of this Agreement that provides for the consent or approval of the 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.
- 85** **Assignment:** This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to (i) an affiliate of Owner or (ii) a subsequent homebuilder of all or a portion of the undeveloped Land within the Project, without the consent of the City, provided that the assignee assumes all of the assigned obligations of Owner hereunder and the assignee has provided Owner with 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 the 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 homebuilder that is publicly traded and listed on the New York Stock Exchange, and is a member of either the National Association of Home Builders or Texas Association of Home Builders, 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 item (iii), above. Owner shall provide the City with a copy of the writing described in this Section 8.5.

For assignments other than a homebuilder or an affiliate as provided in the above paragraph, 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 the 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 the 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 the City sixty (60) days prior written notice of any such assignment, and Owner shall provide the 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.

- 86** **No Third Party Beneficiary:** This Agreement is solely for the benefit of the Parties, and neither the 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 the City and Owner.
- 87** **Amendment:** This Agreement may be amended only with the written consent of the Owner and with approval of the governing body of the City.
- 88** **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.
- 89** **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.
- 810** **Captions:** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.
- 811** **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."

- 812** **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 the 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 the City not covered or determined by this Agreement or the future zoning ordinance covering the Land.
- 813** **Counterpart and Originals:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.
- 814** **Term.** The term of this Agreement will commence on the Effective Date and continue until the City's acceptance of the Offsite Road (or earlier termination of Owner's obligation to construct the Offsite Road pursuant to Section 3.1(d) above) and Offsite Trail (or earlier termination of Owner's obligation to construct the Offsite Trail pursuant to Section 3.2(c) above), unless terminated on an earlier date by written agreement of the City and Owner.
- 815** **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** General Location and Cross-Section/Design Specifications for Offsite Road
  - Exhibit D** General Location and Cross-Section/Design Specifications Offsite Trail

**The Effective Date** of this Agreement is October 17th, 2017.

**[Signature Pages to follow]**

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



**CITY OF DRIPPING SPRINGS,**  
a Type A General Law Municipality

By: *Todd Purcell*  
Todd Purcell

**MAYOR**

**ATTEST:**

By: *Andrea Cunningham*  
Andrea Cunningham  
**CITY SECRETARY**

**SLF IV – Dripping Springs JV, L.P.,**  
a Texas limited partnership

By: SLF IV Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund IV, L.P.  
a Delaware limited partnership,  
its Co-Managing Member

By: Stratford Fund IV GP, LLC,  
a Texas limited liability company,  
its General Partner

By: *Mark Westerburg*  
Name: Mark Westerburg  
Title: Vice President



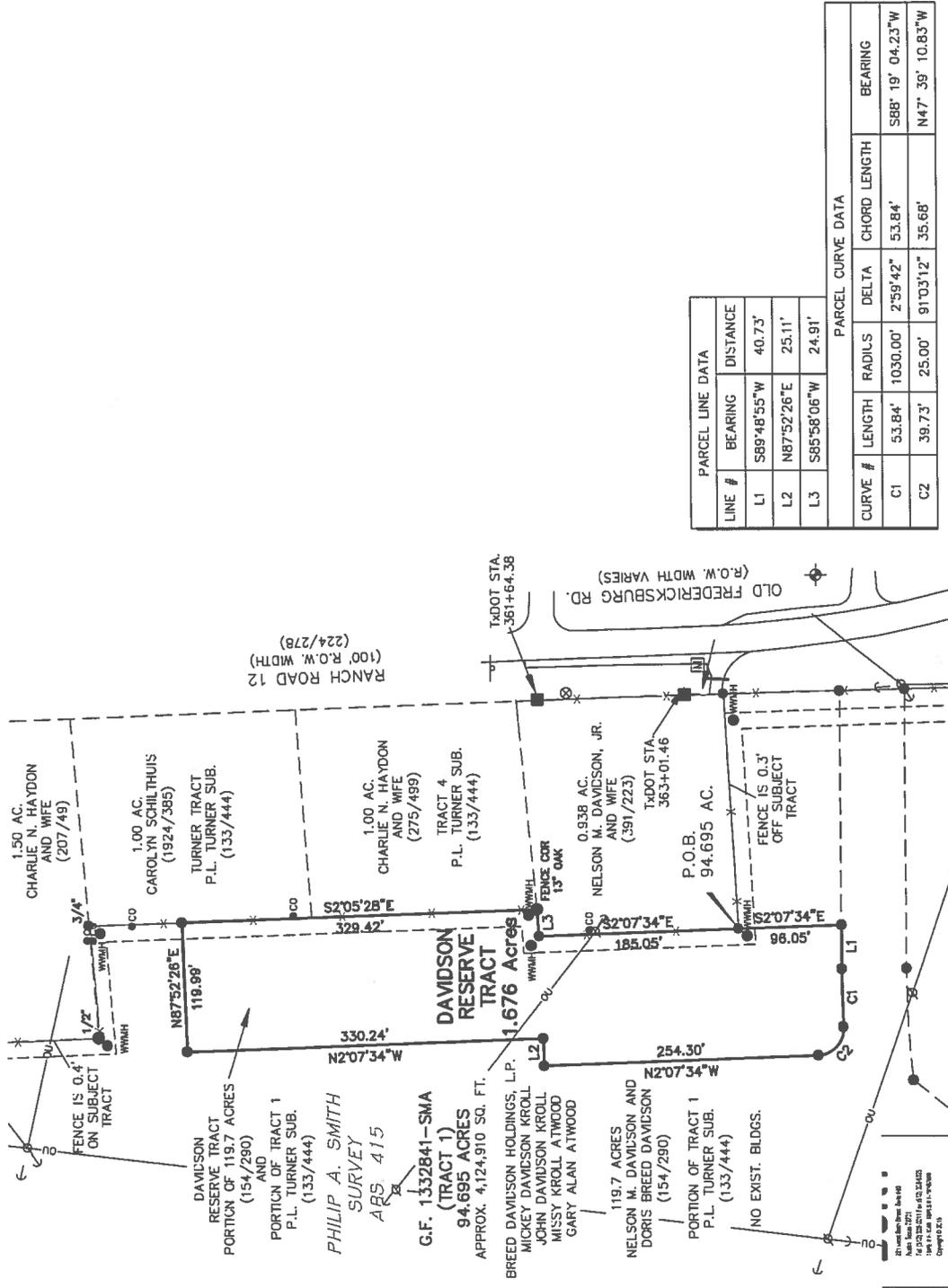
**BURY**  
 Surveying & Mapping  
 10000 West Loop South, Suite 1000  
 Houston, Texas 77042  
 Telephone: 281.485.1100  
 Fax: 281.485.1101  
 www.bury.com

COLOR	DESCRIPTION
	LANDS OF SLF IV-DIPPING SPRINGS JV, LP PROPERTY
	LANDS OF BOBWHITE INVESTMENTS, LP

**NOTE:**  
 Per exhibit A1 - tracts 1-4 are owned by SLF IV - DIPPING SPRINGS JV, LP AND  
 tract 5 is owned by bobwhite INVESTMENTS, LP

**Exhibit A - Property owned by SLF IV - DIPPING SPRINGS JV, LP**

Planned Development District No.5 Heritage Subdivision      Dripping Springs, TX      18 April 2016



PARCEL LINE DATA			
LINE #	BEARING	DISTANCE	
L1	S89°48'55\"W	40.73'	
L2	N87°52'26\"E	25.11'	
L3	S85°58'06\"W	24.91'	

PARCEL CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C1	53.84'	1030.00'	2°59'42\"
C2	39.73'	25.00'	91°03'12\"

**NOTE:**  
 Per exhibit A1 - trActs 1-4 Are owNed by SLF IV - DRIPPING Springs IV, LP AND  
 trAct 5 IS owNed by bobwHite INVeStmeNtS, LP

# Exhibit A - ProPerty owNed by bobwHite INVeStmeNtS, LP

Planned Development District No.5 Heritage Subdivision Dripping Springs, TX 18 April 2016

**EXHIBIT B  
"Property"**

**TRACT 1:**

A DESCRIPTION OF 34.247 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 34.29 ACRE TRACT CONVEYED TO JOHN MARCUS BAIRD BY DEED DATED JANUARY 13, 1993 AND RECORDED IN VOLUME 971, PAGE 116 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 34.247 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar found for the southeast corner of the said 34.29 acre tract, being also the northeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas, and being in the west line of Tract 1 of the P.L. Turner Subdivision, a subdivision of Record in Volume 133, Page 444 of the Deed Records of Hays County, Texas;

**THENCE** with the south line of the 34.29 acre tract, being also the north line of the 10.11 acre tract, the following four (4) courses and distances:

1. South 81°14'08" West, a distance of 397.32 feet to a 1/2" rebar with Chaparral cap set;
2. South 84°24'01" West, a distance of 7.97 feet to a 1/2" rebar found;
3. South 85°19'17" West, a distance of 78.51 feet to a fence post found;
4. South 37°56'47" West, a distance of 97.35 feet to a 1/2" rebar found for the northwest corner of the 10.11 acre tract, being also the northeast corner of Lot 3 of Burrows Subdivision, a subdivision of record in Book 15, Page 69 of the Plat Records of Hays County, Texas;

**THENCE** with the south line of the 34.29 acre tract, being also the north line of Burrows Subdivision, the following four (4) courses and distances:

1. South 82°29'22" West, a distance of 88.75 feet to a nail found;
2. South 79°25'37" West, a distance of 76.64 feet to a nail found in a live oak for the northwest corner of Lot 3, being also the northeast corner of Lot 2;
3. South 81°55'21" West, a distance of 126.68 feet to a 1/2" rebar with a 3984 cap found for the northwest corner of Lot 2, being also the northeast corner of Lot 1;

4. South 81°56'23" West, a distance of 126.62 feet to a 1/2" rebar found for the northwest corner of Lot 1, being also the northeast corner of a 2.107 acre tract described in Volume 2840, Page 300 of the Official Public Records of Hays County, Texas;

**THENCE** continuing with the south line of the 34.29 acre tract, being also the north line of the 2.107 acre tract, the following two (2) courses and distances:

1. South 82°31'24" West, a distance of 142.51 feet to a nail found in a live oak;
2. South 81°27'49" West, a distance of 160.55 feet to a 1/2" rebar found for the northwest corner of the 2.107 acre tract, being also the northeast corner of Lot 1 of Sportsplex Subdivision No. 1, a subdivision of record in Book 7, Page 157 of the Plat Records of Hays County, Texas;

**THENCE** continuing with the south line of the 34.29 acre tract, being also the north line of Lot 1, the following two (2) courses and distances:

1. South 78°46'14" West, a distance of 283.22 feet to a 5/8" rebar found;
2. South 87°33'15" West, a distance of 75.24 feet a 1/2" rebar found for the northwest corner of Lot 1, being in the east line of Sportsplex Drive, described in Volume 784, Page 217 of the Deed Records of Hays County, Texas;

**THENCE** with the east line of Sportsplex Drive, crossing the 34.29 acre tract the following two (2) courses and distances:

1. With a curve to the left, having a radius of 309.60 feet, a delta angle of 14°55'01", an arc length of 80.60 feet, and a chord which bears North 67°03'32" West, a distance of 80.38 feet to a calculated point;
2. North 74°27'23" West, a distance of 19.74 feet to a calculated point in the center of a road, being in the west line of the 34.29 acre tract;

**THENCE** with the west line of the 34.29 acre tract, 25' from and parallel to the east line of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas, the following six (6) courses and distances:

1. North 15°32'13" East, a distance of 7.31 feet to a calculated point;
2. North 14°52'44" East, a distance of 170.09 feet to a calculated point;
3. North 42°12'50" East, a distance of 247.76 feet to a calculated point;
4. North 34°57'13" East, a distance of 299.47 feet to a calculated point;
5. North 35°47'18" East, a distance of 429.51 feet to a calculated point;

THENCE with the east line of the 152.47 acre tract, being the west line of Tract 1, with the fence, the following five (5) courses and distances:

1. South 02°48'03" West, a distance of 431.51 feet to a calculated point;
2. South 02°54'13" West, a distance of 484.14 feet to a calculated point;
3. South 02°03'04" West, a distance of 259.80 feet to a calculated point;
4. South 01°35'37" West, a distance of 300.57 feet to a calculated point;
5. South 01°07'29" West, a distance of 353.19 feet to a 1/2" rebar found for the northwest corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas;

THENCE South 89°12'58" West, with the north line of the 34.29 acre tract, over and across the 152.47 acre tract, a distance of 764.65 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, being in the division line of the 152.47 acre tract described in Volume 310, Page 718 and Volume 310, Page 721 of the Deed Records of Hays County, Texas;

THENCE South 89°12'58" West, continuing across the 152.47 acre tract, with the said division line, a distance of 34.79 feet to a 1/2" rebar with Zamorra Warrick Associates cap found for the northwest corner of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas;

THENCE South 89°12'49" West, with the north line of the 20.518 acre tract, with the said division line, a distance of 196.26 feet to a fence post found for the southeast corner of a 45.53 acre tract described in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas;

THENCE with the east line of the 45.53 acre tract, with the said division line, crossing the 152.57 acre tract, the following four (4) courses and distances:

1. North 01°23'38" West, a distance of 440.21 feet to a 1/2" rebar with Carson Bush cap found;
2. North 00°57'16" West, a distance of 525.11 feet to a nail found at the base of a 13" and 14" live oak;
3. North 09°31'45" West, a distance of 154.92 feet to a 1/2" rebar with Chaparral cap set;
4. North 01°24'08" West, a distance of 484.34 feet to a 1/2" rebar found for the northeast corner of the 45.53 acre tract, being also the southeast corner of Lot 18 of Hidden Springs

6. North 43°12'18" East, a distance of 469.74 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, from which a 1/2" rebar with Zamorra Warrick Associates cap found for the northeast corner of the 20.518 acre tract, bears South 89°12'58" West, a distance of 34.79 feet;

THENCE North 89°12'58" East, with the north line of the 34.29 acre tract, a distance of 764.65 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being also in the west line of said Tract 1;

THENCE with the east line of the 34.29 acre tract, being also the west line of Tract 1, the following two (2) courses and distances:

1. South 01°00'24" West, a distance of 791.82 feet to a nail in a fence post found;
2. South 01°57'23" West, a distance of 240.27 feet to the POINT OF BEGINNING, containing 34.247 acres of land, more or less.

**TRACT 2:**

A DESCRIPTION OF 50.206 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A TRACT CALLED THE EAST PART OF 152.47 ACRES CONVEYED TO JOHN MARCUS BAIRD BY GENERAL WARRANTY DEED DATED MAY 9, 1978 AND RECORDED IN VOLUME 310, PAGE 718 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAME BEING A PORTION OF A 152.47 ACRE TRACT CONVEYED TO EDNA EARL BAIRD BY DEED DATED FEBRUARY 19, 1937 AND RECORDED IN VOLUME 154, PAGE 59 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 50.206 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an axle found for the northeast corner of the said 152.47 acre tract, being an angle point in the south line of Tract 76 A-1, Replat of the Remainder of Tract 76A, Springlake and Subdivision of Reed Acreage, a subdivision of record in Book 9, Page 47 of the Plat Records of Hays County, Texas;

THENCE South 00°16'33" West, with the east line of the 152.47 acre tract, being a south line of said Tract 76 A-1, a distance of 70.71 feet to a fence post found for an angle point in the south line of Tract 76 A-1, for the northwest corner of a tract of land described in Volume 130, Page 231 of the Deed Records of Hays County, Texas;

THENCE South 02°57'28" West, with the east line of the 152.47 acre tract, and with the west line of a 2 acre tract described in Volume 130, Page 231, and Volume 1658, Page 147 of the Official Public Records of Hays County, Texas, a distance of 174.43 feet to fence post found for the southwest corner of the 2 acre tract, being also the northwest corner of Tract 1 of the P.L. Turner Subdivision, a subdivision of Record in Volume 133, Page 444 of the Deed Records of Hays County, Texas;

Ranch Section II, a subdivision of record in Book 14, Page 69 of the Plat Records of Hays County, Texas;

THENCE with the east line of Hidden Springs Ranch Section II, continuing with the said division line, crossing the 1.52.57 acre tract, the following five (5) courses and distances:

1. North 01°22'12" West, a distance of 155.30 feet to a nail found in concrete;
2. North 15°23'51" East, a distance of 18.43 feet to a 1/2" rebar found;
3. North 03°04'23" West, a distance of 27.45 feet to a 1/2" rebar with 4404 cap found for the northeast corner of Lot 18, being also the southeast corner of Lot 17;
4. North 02°18'43" West, a distance of 190.70 feet to a 1/2" rebar with 4542 cap found for the northeast corner of Lot 17, being also the southeast corner of Lot 14;
5. North 01°02'42" West, a distance of 50.06 feet to an axle found for an angle point in the north line of the 152.47 acre tract, being also the southwest corner of Tract 76 A-1;

THENCE North 87°50'05" East, with the north line of the 152.47 acre tract, being also the south line of Tract 76 A-1, a distance of 1141.82 feet to the POINT OF BEGINNING, containing 50.206 acres of land, more or less.

**TRACT 3:**

A DESCRIPTION OF 94.695 ACRES (APPROX. 4,124.910 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 94.695 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar with 3984 cap found in the west line of Old Fredericksburg Road (right-of-way width varies), for the northeast corner of the Doris Breed Davidson Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas;

THENCE North 01°30'02" West, with the west line of Old Fredericksburg Road, across Tract 1, a distance of 425.26 feet to a 1/2" rebar with Chaparral cap set for the POINT OF BEGINNING;

THENCE over and across Tract 1, the following four (4) courses and distances:

1. South 89°48'55" West, a distance of 259.27 feet to a 1/2" rebar with Chaparral cap set;

2. With a curve to the left, having a radius of 970.00 feet, a delta angle of 06°06'33", an arc length of 103.43 feet, and a chord which bears South 86°45'39" West, a distance of 103.38 feet to a 1/2" rebar with Chaparral cap set

3. South 38°42'22" West, a distance of 192.59 feet to a 1/2" rebar with Chaparral cap set;
4. South 00°43'30" West, a distance of 587.78 feet to a 1/2" rebar with Chaparral cap set in the north line of a 9,008 acre tract described in Volume 2102, Page 453 of the Official Public Records of Hays County, Texas, from which a 1/2" rebar with 3984 cap found in the north line of the 9,008 acre tract, for the southwest corner of the Doris Breed Davidson Subdivision, bears North 87°06'31" East, a distance of 205.48 feet;

THENCE South 87°06'31" West, with the north line of the 9,008 acre tract, continuing across Tract 1, a distance of 304.58 feet to a 1/2" rebar found for the northwest corner of the 9,008 acre tract;

THENCE South 07°58'13" West, with the west line of the 9,008 acre tract, continuing across Tract 1, a distance of 1318.37 feet to a nail in concrete found for the southwest corner of the 9,008 acre tract, being also in the north line of a 6.38 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas, for an angle point in the east line of Tract 1;

THENCE South 13°58'09" West, with the east line of Tract 1, being also the west line of the 6.38 acre tract, a distance of 743.78 feet to a 1/2" rebar with 3984 cap found for the southeast corner of Tract 1, being also the southwest corner of the 6.38 acre tract, and being in the north line of a 3.91 acre tract described in Volume 269, Page 226 of the Deed Records of Hays County, Texas;

THENCE South 88°04'18" West, with the south line of Tract 1, being also the north line of the 3.91 acre tract, a distance of 101.94 feet to a nail found in a 6" post for the northwest corner of the 3.91 acre tract, being also the apparent northeast corner of a 6 acre tract described in Volume 110, Page 563 of the Deed Records of Hays County, Texas;

THENCE North 89°32'58" West, with the south line of Tract 1, being also the apparent north line of the 6 acre tract, a distance of 152.30 feet to a fence post found for the apparent northwest corner of the 6 acre tract, and being a northeast corner of the 76.73 acre tract described in Volume 124, Page 515 of the Deed Records of Hays County, Texas;

THENCE South 89°52'25" West, with the south line of Tract 1, being also the north line of the 76.73 acre tract, distance of 311.97 feet to a fence post found for the southwest corner of Tract 1, being an angle point in the east line of the 76.73 acre tract;

THENCE North 01°40'35" East, with the west line of Tract 1, being also the east line of the 76.73 acre tract, a distance of 550.52 feet to a 1/2" rebar found for the northeast corner of the

76.73 acre tract, being also the southeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas;

**THENCE** North 01°55'45" East, with the west line of Tract 1, being also the east line of the 10.11 acre tract, a distance of 660.61 feet to a 1/2" rebar found for the northeast corner of the 10.11 acre tract, being also the southeast corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas;

**THENCE** with the west line of Tract 1, being also the east line of the 34.29 acre tract, the following two (2) courses and distances:

1. North 01°57'23" East, a distance of 240.27 feet to a nail in fence post found;
  2. North 01°00'24" East, a distance of 791.82 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being in the east line of a 152.47 acre tract described in Volume 310, Page 718 of the Deed Records of Hays County, Texas;
- THENCE** with the west line of Tract 1, being the east line of the 152.47 acre tract, with the fence, the following five (5) courses and distances:
1. North 01°07'29" East, a distance of 353.19 feet to a calculated point;
  2. North 01°35'37" East, a distance of 300.57 feet to a calculated point;
  3. North 02°03'04" East, a distance of 259.80 feet to a calculated point;
  4. North 02°54'13" East, a distance of 484.14 feet to a calculated point;
  5. North 02°48'03" East, a distance of 431.51 feet to a fence post found for the northwest corner of Tract 1, being the southwest corner of a 2 acre tract described in Volume 130, Page 231 of the Deed Records of Hays County, Texas;

**THENCE** North 86°52'58" East, with the north line of Tract 1, being also the south line of the 2 acre tract, a distance of 1245.48 feet to a fence post found for the northwest corner of a 7.749 acre tract described in Volume 374, Page 743 of the Deed Records of Hays County, Texas;

**THENCE** South 02°29'58" East, with the west line of the 7.749 acre tract, over and across Tract 1, a distance of 390.22 feet to a 1/2" iron pipe found for the southwest corner of the 7.749 acre tract, being also the northwest corner of a 1.50 acre tract described in Volume 207, Page 49 of the Deed Records of Hays County, Texas;

**THENCE** South 02°17'26" East, with the west line of the 1.50 acre tract, continuing across Tract 1, a distance of 208.99 feet to a 1/2" iron pipe found for the southwest corner of the 1.50 acre tract;

**THENCE** North 85°08'49" East, with the south line of the 1.50 acre tract, continuing across Tract 1, a distance of 104.25 feet to a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision;

**THENCE** South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 86.45 feet to a 1/2" rebar with Chaparral cap set, from which a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears South 02°05'28" East, a distance of 329.42 feet;

**THENCE** over and across Tract 1, the following eight (8) courses and distances:

1. South 87°52'26" West, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set;
2. South 02°07'34" East, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set;
3. South 87°52'26" West, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set;
4. South 02°07'34" East, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set;
5. With a curve to the left, having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears South 47°39'11" East, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set;
6. With a curve to the right, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears North 88°19'04" East, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set;
7. North 89°48'55" East, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set;
8. North 89°48'55" East, a distance of 217.16 feet to a 1/2" rebar with Chaparral cap set in the west right-of-way line of Old Fredericksburg Road, from which a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears North 01°30'02" West, a distance of 108.46 feet;

**THENCE** South 01°30'02" East, with the west right-of-way line of Old Fredericksburg Road, crossing Tract 1, a distance of 60.02 feet to the **POINT OF BEGINNING**, containing 94.695 acres of land, more or less.

**TRACT 4:**

A DESCRIPTION OF 8.119 ACRES (APPROX. 353,664 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 9.008 ACRE TRACT CONVEYED TO MICKEY DAVIDSON KROLL, NELSON M. DAVIDSON, JR. AND WIFE, BARBARA WATKINS DAVIDSON BY WARRANTY DEED WITH VENDOR'S LIEN DATED NOVEMBER 7, 2002 AND RECORDED IN VOLUME 2102, PAGE 453 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 8.119 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" rebar, being an angle point in the east line of the said 9.008 acre tract, being also the northeast corner of Tract 3 of the said P.L. Turner Subdivision, and being also the southwest corner of a 0.754 acre tract described in Volume 4258, Page 404 of the Official Public Records of Hays County, Texas, and being also the northwest corner of a 1 acre tract described in Volume 144, Page 563 of the Deed Records of Hays County, Texas, from which a 3/4" iron pipe found for the southeast corner of the 0.754 acre tract, being in the north line of the 1 acre tract, and being in the west line of Old Fredericksburg Road (right-of-way width varies), bears North 87°52'37" East, a distance of 216.79 feet;

**THENCE** South 87°35'26" West, with the common line of the 9.008 acre tract and Tract 3, a distance of 236.90 feet to a 1/2" rebar found for an angle point in the east line of the 9.008 acre tract, being also the northwest corner of Tract 3, for the **POINT OF BEGINNING**;

**THENCE** with the common line of the 9.008 acre tract and Tract 3, the following two (2) courses and distances:

1. South 15°43'23" West, a distance of 521.70 feet to a 1/2" rebar found at the northwest corner of a 3.59 acre tract out of Tract 3, described in Volume 4073, Page 818 of the Official Public Records of Hays County, Texas;
2. South 15°32'41" West, with the west line of the 3.59 acre tract, a distance of 499.23 feet to a 2" iron pipe found for an angle point in the east line of the 9.008 acre tract, being also the southwest corner of the 3.59 acre tract, being also the southwest corner of Tract 3, and being in the north line of a 2.07 acre tract described in Volume 178, Page 571 of the Deed Records of Hays County, Texas;

**THENCE** with the common line of the 9.008 acre tract and the 2.07 acre tract, the following two (2) courses and distances:

1. North 89°33'06" West, a distance of 183.84 feet to a 1/2" rebar found for an angle point in the east line of the 9.008 acre tract, for the northwest corner of the 2.07 acre tract;

2. South 09°15'30" West, a distance of 216.46 feet to a nail found in an 18" live oak for the southwest corner of the 2.07 acre tract, being also the southeast corner of the 9.008 acre tract, and being in the north line of a 6.39 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas;

**THENCE** North 89°25'09" West, with the south line of the 9.008 acre tract, being also the north line of the 6.38 acre tract, a distance of 53.15 feet to a nail in concrete found for the southwest corner of the 9.008 acre tract;

**THENCE** North 07°58'13" East, with the west line of the 9.008 acre tract, crossing said Tract 1, a distance of 1318.37 feet to a 1/2" rebar found for the northwest corner of the 9.008 acre tract;

**THENCE** North 87°06'31" East, with the north line of the 9.008 acre tract, crossing said Tract 1, a distance of 304.58 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar with 3984 cap found for the southwest corner of the Doris Breed Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas, bears North 87°06'31" East, a distance of 205.48 feet;

**THENCE** over and across the 9.008 acre tract, the following two (2) courses and distances:

1. South 00°43'30" West, a distance of 129.06 feet to a 1/2" rebar with Chaparral cap set;
2. North 87°20'25" East, a distance of 61.68 feet to the **POINT OF BEGINNING**, containing 8.119 acres of land, more or less.

**TRACT 5:**

A DESCRIPTION OF 1.676 ACRES (APPROX. 73,006 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.676 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas;

**THENCE** South 86°32'57" West, with the south line of the said 0.938 acre tract, a distance of 218.28 feet to a 1/2" rebar found at the southwest corner of the 0.938 acre tract for the **POINT OF BEGINNING**;

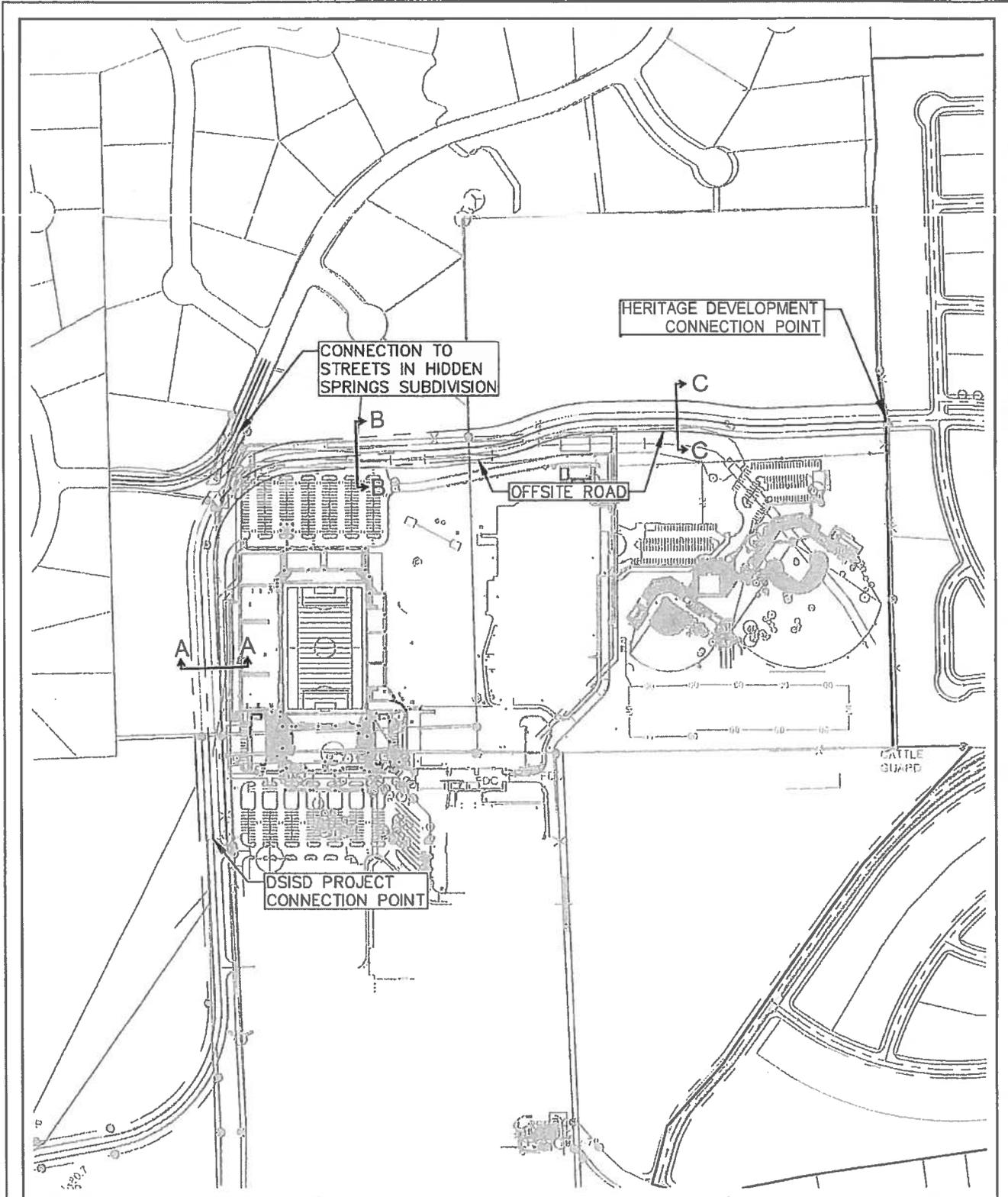
**THENCE** crossing Tract 1, the following eight (8) courses and distances:

1. South 02°07'34" East, a distance of 96.05 feet to a 1/2" rebar with Chaparral cap set;
2. South 89°48'55" West, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set;
3. With a curve to the left, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears South 88°19'04" West, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set;
4. With a curve to the right, having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears North 47°39'11" West, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set;
5. North 02°07'34" West, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set;
6. North 87°52'26" East, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set;
7. North 02°07'34" West, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set;
8. North 87°52'26" East, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set in the east line of Tract 1, being also the west line of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision, from which a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract, bears North 02°05'28" West, a distance of 86.45 feet;

THENCE South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 329.42 feet to a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas;

THENCE South 85°58'06" West, with the north line of the 0.938 acre tract, crossing Tract 1, a distance of 24.91 feet to a 1/2" rebar found for the northwest corner of the 0.938 acre tract;

THENCE South 02°07'34" East, with the west line of the 0.938 acre tract, continuing across Tract 1, a distance of 185.05 feet to the POINT OF BEGINNING, containing 1.676 acres of land, more or less.



**Stantec**  
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 Austin, Texas 78701  
 Tel. (512) 328-0011 Fax (512) 328-0325  
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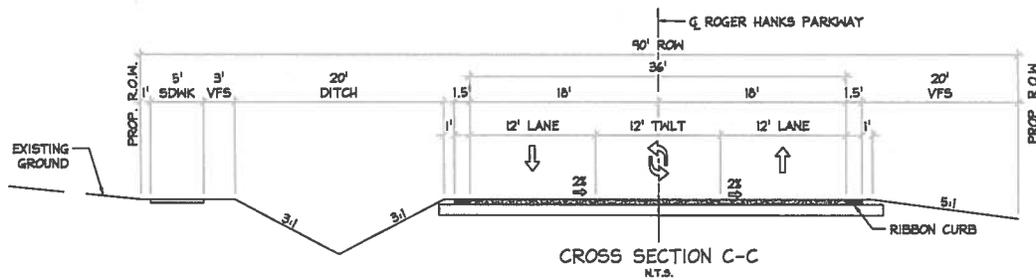
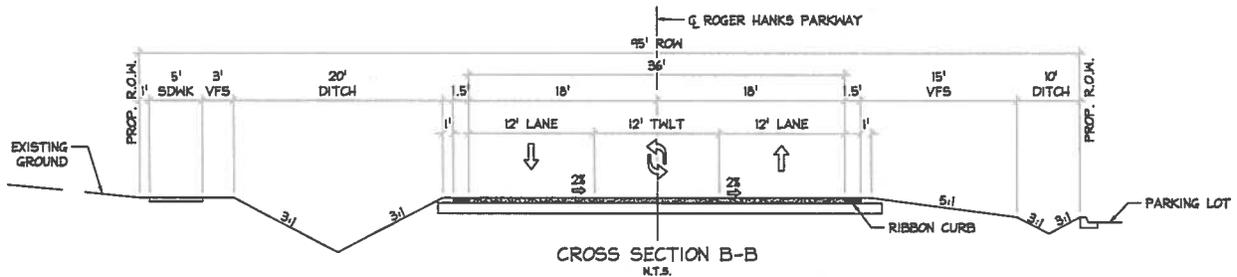
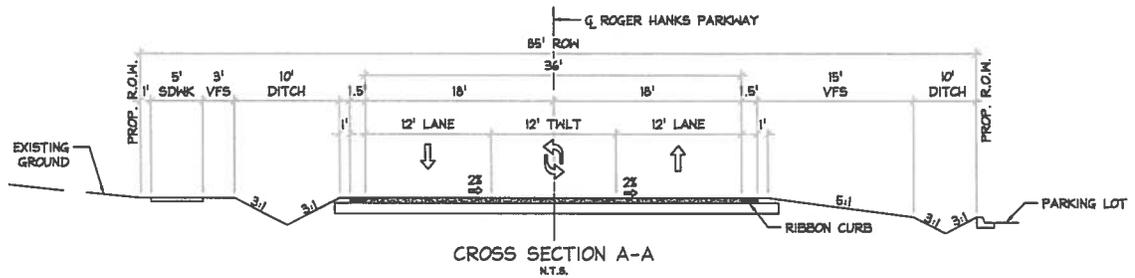
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**STRATFORD LAND**

**OFFSITE ROAD  
 GENERAL LOCATION  
 AND CROSS SECTIONS**

**EXHIBIT C  
 PAGE 1 OF 2**

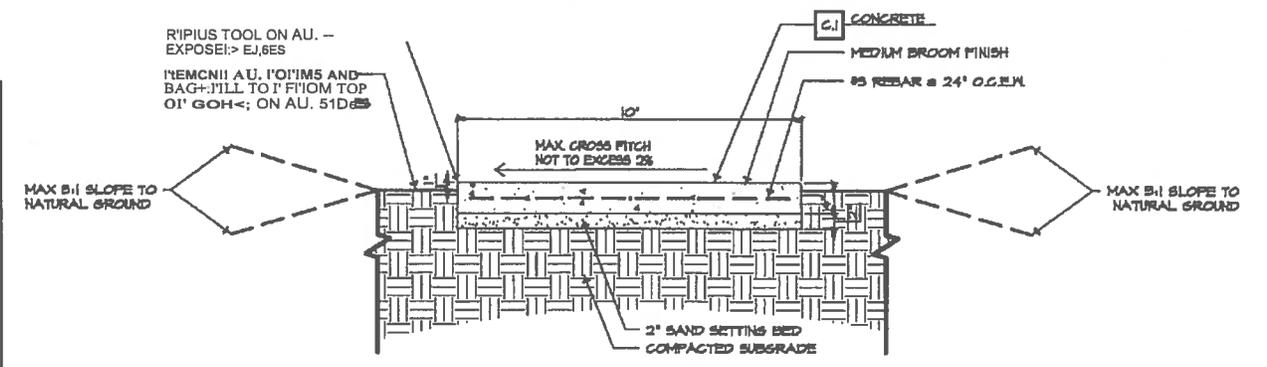


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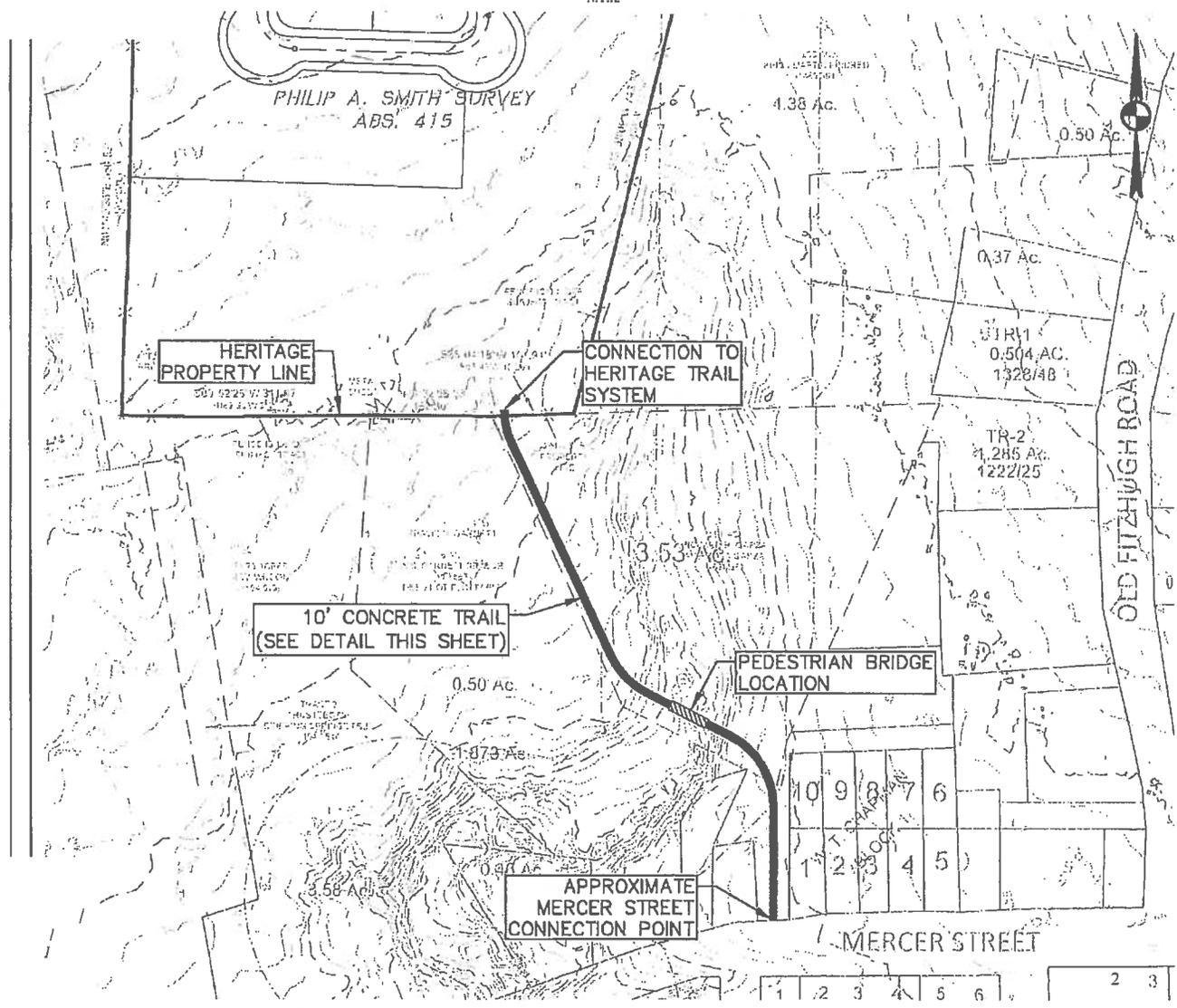
HERITAGE  
DRIPPING SPRINGS, TEXAS

STRATFORD LAND

OFFSITE ROAD  
GENERAL LOCATION  
AND CROSS SECTIONS  
EXHIBIT C  
PAGE 2 OF 2



TRAIL CROSS SECTION  
N.T.I.L



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HERITAGE  
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 STRATFORD LAND

OFFSITE TRAIL  
 GENERAL LOCATION  
 AND CROSS SECTION  
 EXHIBIT D



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

**Submitted By:** Johnna Krantz, Community Events Coordinator

**Council Meeting Date:** September 5, 2023

**Agenda Item Wording:** **Discuss and consider approval of a Temporary Street Closure Permit Application to close Roger Hanks Parkway south of Lucy Loop to Creek Road for their 2023 Run by the Creek 5k & 10k. Applicant: Steve Mallett, Dripping Springs Running Club President.**

**Agenda Item Requestor:** Johnna Krantz, Community Events Coordinator

**Summary/Background:** The Dripping Springs Running Club plans to host their 11<sup>th</sup> Annual Run by the Creek event on November 12, 2023. They are requesting a Temporary Road Closure on Roger Hanks Parkway from 6:30am to 10:30am. The Run by the Creek 5k & 10k routes take participants along a course that parallels and crosses Onion Creek.

The Dripping Springs Running Club is an organization of local residents who are dedicated to promoting healthy lifestyles and was founded for the purpose of making contributions to other local non-profit organizations, public projects, and events.

**Commission  
 Recommendations:**

**Recommended  
 Council Actions:** Staff recommends approval of the request for Temporary Road Closure on Roger Hanks Parkway during the 2023 Run by the Creek event.

**Attachments:** 2023 RBTC Temporary Road Closure Application

**Next Steps/Schedule:** Issue the Temporary Road Closure Permit.

Received on/by:

Date, initials



Application for a  
**TEMPORARY ROAD CLOSURE PERMIT**

Applicant Name/Organization: Dripping Springs Running Club: Run by The Creek 5k & 10k

Contact Person: Steve Mallett or Chuck Lemmond

Address: 333 E. Hwy 290, Bldg 3, Ste. 300

City: Dripping Springs State: TX Zip Code 78620

Phone Numbers: Steve Mallett: 512-627-7018 Chuck Lemmond: 512-751-3053

Email Address: Steve Mallett: [stevem@mallettintegrityteam.com](mailto:stevem@mallettintegrityteam.com)  
Chuck Lemmond: [chuck@bearcreekhomesinc.com](mailto:chuck@bearcreekhomesinc.com)

Street(s) to be Closed

---

From Roger Hanks Parkway/HWY 290 To Roger Hanks Parkway/Creek Road  
(intersection/block) (intersection/block)

\_\_\_\_\_ To \_\_\_\_\_  
(intersection/block) (intersection/block)

Requested date(s) and time(s) of closing:

From: 6:30 am on 11/12/2023 To: 10:30 am on 11/12/2023

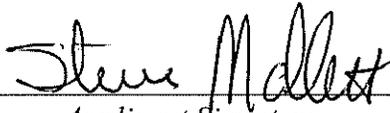
Reason for Closing: Run By The Creek 5k & 10k race with runners and walkers on the road.

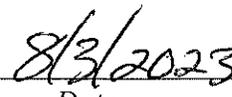
**STREET CLOSURE SUBMITTAL REQUIREMENTS**

1. Temporary Street Closure Application
2. Detailed Engineered Traffic Control Plan
3. Notification to affected property owners, local Sherriff, Fire, and EMS, Dripping Springs Independent School District, Dripping Springs Water Supply Corporation, City of Dripping Springs Wastewater Operator, Pedernales Electric Cooperative, Verizon Wireless, Time Warner Cable, any other Utility Providers
4. Permit Fee of \$250.00
5. Proof of Liability Insurance Naming City as Additional Insured.
6. Approval of City Council

NOTICE: The Permit will become invalid on the expiration date noted on the permit. If an extension is necessary, the request, along with a Permit Extension Fee of \$100.00 must be submitted ten days prior to the expiration date or this permit will become invalid and a Stop Work Order may be placed on the project.

*By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:*

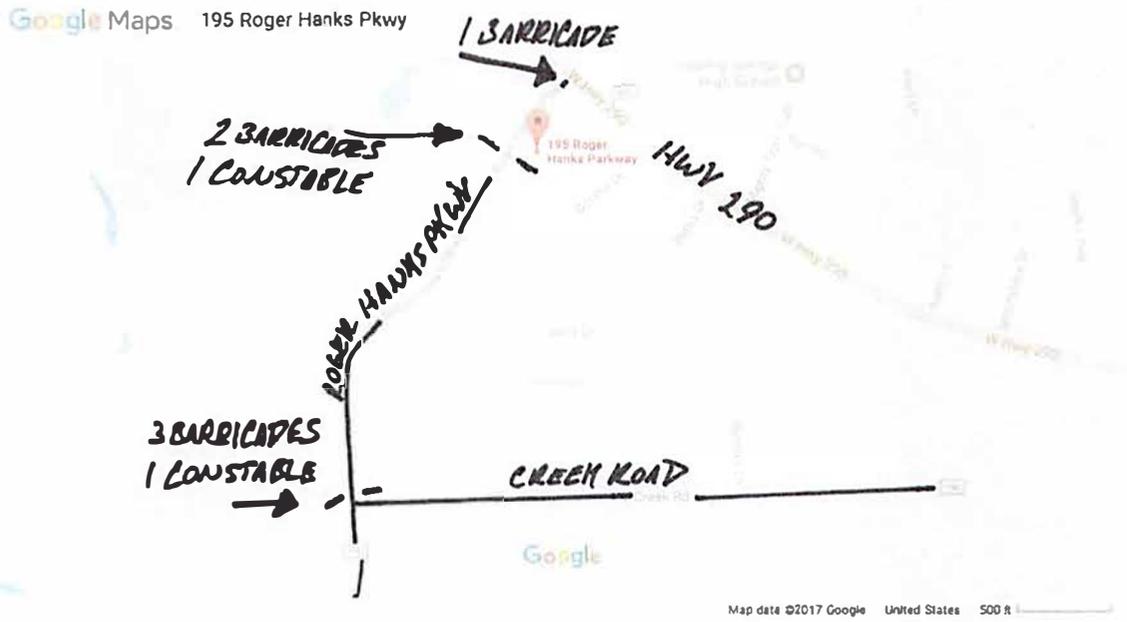
  
\_\_\_\_\_  
Applicant Signature

  
\_\_\_\_\_  
Date

Run By The Creek, November 12, 2023  
Road Closure Timeline

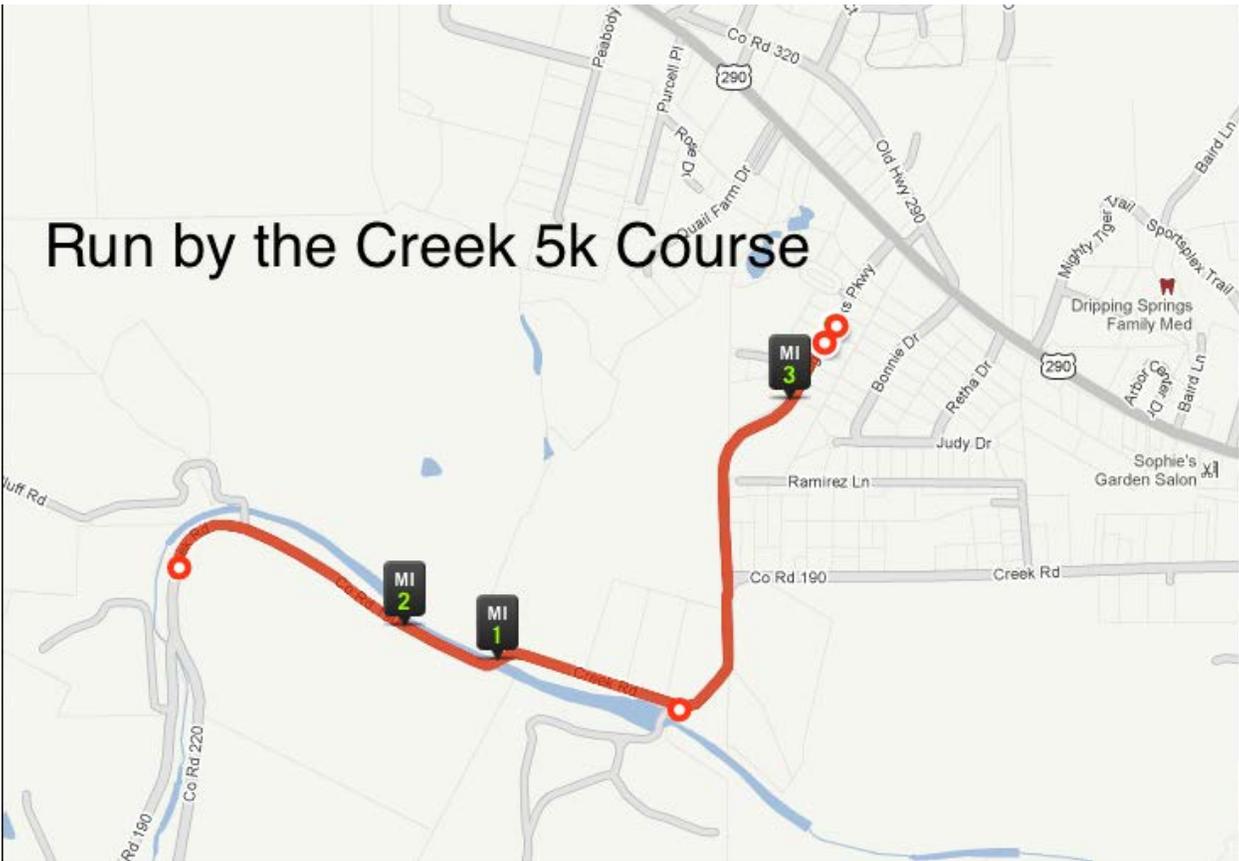
DATE / TIME	TASK	VENDOR	OWNER	NOTES
<b>FRIDAY, Nov. 10</b>				
12:00 - 5:00 p.m.				
5:00	Deliver / inventory race barricades	Hays County roads	Chuck	
<b>SATURDAY, Nov 11</b>				
4:00 - 7:00 P.M.				
5:30	Set out Highway signs		Chuck	
<b>SUNDAY, Nov 12</b>				
<b>5:30 - 6:00A</b>				
5:30	Set out Road Barricades on side of the roads		Chuck	2 Barricades per intersection
5:30	Set Turnaround Posts 5k & 10K on side of the road		Chuck	3 each, with caution tape connecting
<b>6:30 - 7:00A</b>				
6:30	Constable Hood / Deputies Arrive	Constable	Chuck	4 Deputies / Constable Ron Hood 858-7605
6:30	Close Roger Hanks Parkway	Constable	Chuck	radio message
<b>7:30 - 7:45A</b>				
7:30	Close Creek Road	Constable	Chuck	Radio confirmation message
7:30 - 7:55 ANY LOCAL RESIDENT TRAFFIC TRYING TO LEAVE MUST EXIT AWAY FROM THE START LINE (go west)				
7:30	Set out 5K & 10K Turn around barricades		Position Leader	
7:30	Set up road closed barricades	VOLS / Constable	Chuck	
7:30	EMS Arrives (TBD)		Chuck	
7:45	Confirm road is closed	Constable	Chuck	Radio Confirmation Message
<b>8:00 - 8:15A</b>				
8:00 RACE START!				
<b>8:30 - 9:00A</b>				
9:00	Open Creek Rd @ 10K turnaround - To Mt Gainor Rd.	Constable	Chuck	Radio Confirmation Message Constable - Follows last runners to Mt. Gainor
<b>9:30 - 10:00</b>				
10:00	Open Creek Road	Constable		Mt Gainor to Roger Hanks Pkwy
10:00	Pick up Turn around Volunteers		Chuck	10K & 5K turnaround locations
<b>10:00 - 10:30</b>				
10:25	Verify ALL runners off course	Constable	Chuck	Radio Confirmation Message
10:30	ALL ROADS OPEN	Constable	Chuck	Roger Hanks Parkway
10:30	Sheriff / Constables depart			
<b>10:30 - 11:00</b>				
10:30	Course Clean up		Tim / Chuck Volunteers	
10:30	Site clean up		Steve / Daniel / John / Chris / Michelle / Lisa	

Item # 9.

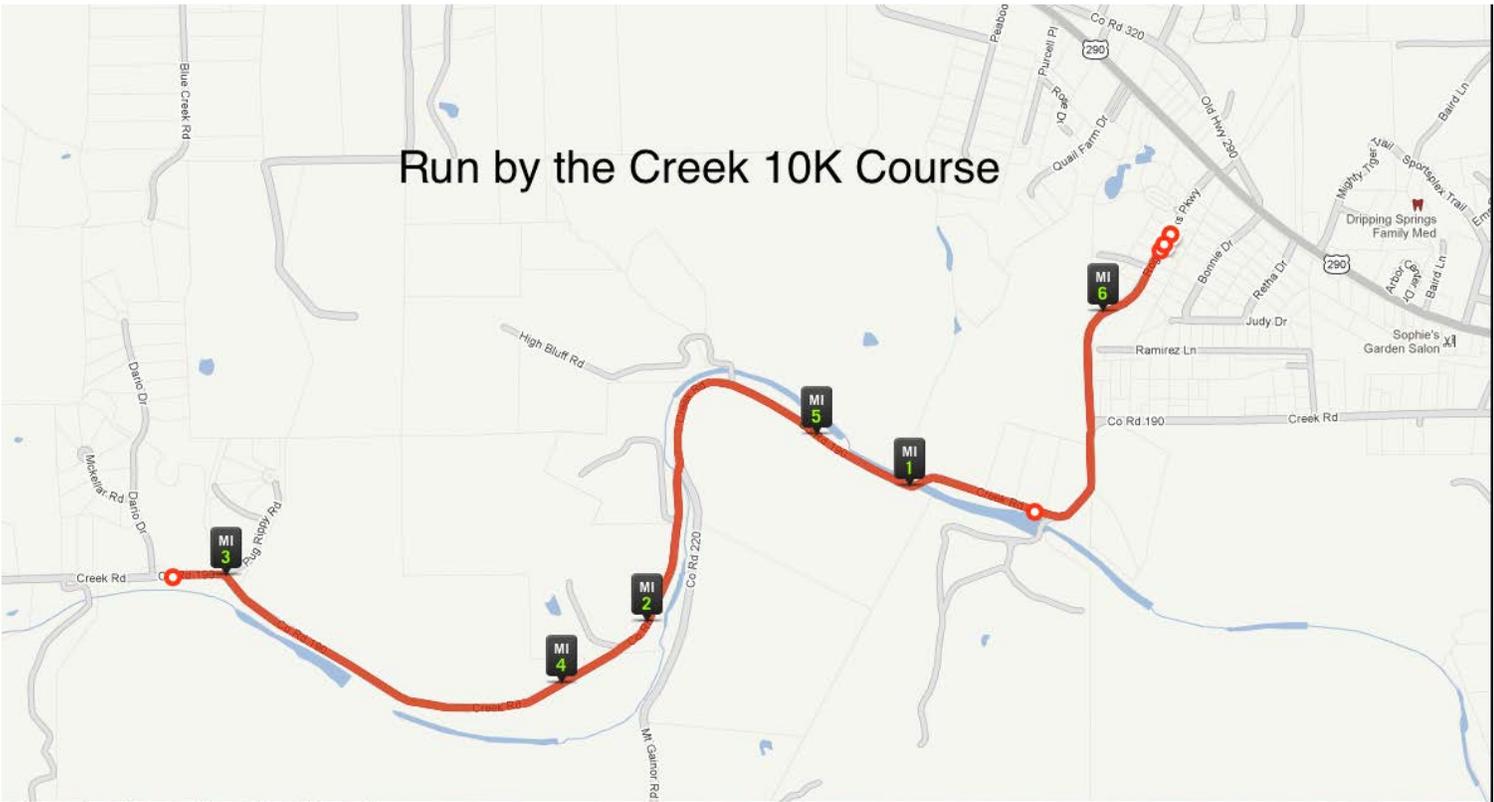


<https://www.google.com/maps/place/195+Roger+Hanks+Pkwy.+Dripping+Springs,+TX+78620/@30.1923661,-98.1046728,16...> 4/29/2022

# Run by the Creek 5k Course



# Run by the Creek 10K Course



## RE: RBTC - Road Closure Application

Chuck Lemmond <chuck@bearcreekhomesinc.com>

Wed 8/30/2023 1:11 PM

To: Chad Gilpin <CGilpin@cityofdrippingsprings.com>; Johnna Krantz <jkrantz@cityofdrippingsprings.com>

Cc: Jason.Lewis <Jason.Lewis@supremelending.com>; Steve Mallett <stevem@mallettintegrityteam.com>

 2 attachments (163 KB)

RbtC - Road Closure Timeline Race 11-2023.pdf; RBTC Route Map - City Overlay.JPG;

Hello Chad,

I'm one of the race directors for the Run by the Creek 5K & 10 K running event. I want to give you some background, please.

1. This year will be our 12<sup>th</sup> consecutive year for holding this community event! We usually attract between 300 & 400 participants.
  - a. <https://runbythecreek.com/>
2. As in the last 11 years, it's been the same exact event, same exact course, and same early Sunday morning timeline, with activity starting around 7:00 a.m. done by 10:30 a.m.
3. Only the beginning portion of the entire route (see attached map) is in the city proper; from the County Precinct #4 office on Roger Hanks Blvd., south down Roger Hanks to about the intersection of Creek Road., After that the route follows Creek Road out of city territory to the west. There are no homeowners or business driveways affected by they closure within the city limits.
4. Traffic Control:
  - a. All volunteer and participant parking is off-street, in a controlled location.
  - b. Every year we get about 16 type 1 (A frame) road barricades loaned from the county road dept.
    - i. We (volunteers) set them up at the 4 road closure locations along the route. There is no vendor.
    - ii. They are pulled across the road just before the race start (by the constable) at about 7:45 a.m., and removed immediately as each section of road is cleared of participants.
    - iii. All barricades and road signs are picked up by the volunteers by 11:00 and returned to the Pct 4 office where the road department leaves then for us.
  - c. Each barricaded intersection is each manned by a uniformed Hays County Constables Deputy / in a marked patrol car (Ron Hood personally mans the closure at the Pct Office). They are in radio contact with the race directors at all times.
  - d. Notices of road closure / special event are posted 10 days in advance all along the route, and every property owner receives a letter notifying them that the road will be closed for about three hours or less on race day morning.
  - e. There is no other signage.
4. County Permission: This consists of an email to Commissioner Smith, Sheriff Cutler, Jerry Borcharding (County Roads Supervisor) & Constable Hood, stating the race date, and seeking permission to close the roads. We receive reply's from all acknowledging the event and allowing the closure. That's it for county procedure.

This race was created by local residents for local residents (and anybody who wants to run) to be a fun, family focused, healthy, community event. We are a very small 501c3 non-profit who gives 100% of profits back to the city & county parks departments, to DSISD sports teams, and other youth groups in need of funds. We've had state senators, county judges, city council members and many other local officials both participate and give

opening remarks prior to the starting gun. I bet we could get some of these folks to vouch for the true simplicity of this event.

This thing is low budget & pretty much 100% volunteer based., No big plans or engineers approvals have ever been requested before. So tell us exactly what you need to approve this event and we'll do our best to pull it together for you. I'm also attaching (below) an old letter sent years ago to the previous city engineer, outlining in less detail, what I have written here. That might help?



Chuck Lemmond  
Dripping Springs Running Club  
26228 Ranch Road 12  
Dripping Springs, TX 78620



September 18, 2015

Rick Coneway, PE  
City Engineer  
The City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

Dear Rick,

The Dripping Springs Running Club (DSRC) is in the process of planning the 4th Annual **Run by the Creek 5K & 10K** to be held on **Sunday, November 8, 2015**.

**Application for Road Closure**

As in 2012 and 2013, 2014, the 2015 race event will:

- provide off street parking for participants and volunteers in the fields off Roger Hanks Parkway;
- start and finish along Roger Hanks Parkway;
- follow the same route, a copy is attached – maps can be found on our race website, <http://runbythecreek.com/map-course/>;
- require closure of the same roads (Roger Hanks Pkwy & a portion of Creek Road heading west) from 6:30 a.m. to 10:30 a.m. (Road Closure Timeline enclosed);
- have a team of 4 Hays County Constable Deputies, with patrol vehicles stationed at all intersections;
- utilize type III traffic barricades supplied by Hays County Road Department (Jerry Borcharding 512.738.2080);

The only business, homeowner, or renter within the City limits impacted by the street closures is the Hays County Pct. 4 building which is not open during the street closure hours.

Thanks for reading all of this, and as always we appreciate the city being a partner in this event. Call or write if I can help to clarify anything.



Chuck Lemmond  
O: 512-301-3400  
M: 512-751-3053

[CGilpin@CityofDrippingSprings.onmicrosoft.com](mailto:CGilpin@CityofDrippingSprings.onmicrosoft.com)>

**Sent:** Wednesday, August 30, 2023 8:39 AM

**To:** Johnna Krantz <[jkrantz@cityofdrippingsprings.com](mailto:jkrantz@cityofdrippingsprings.com)>

Hi Jason,

Regarding your Road Closure Application, our City Engineer would like to review a layout of your signage and barricade plan from the vendor who will be setting it up for you. Are your barricades being set by Hays County? If you already have permit from them you can send that as well.

See the City Engineer's comments in the email below

Thanks!

Johnna Krantz  
Community Events Coordinator  
Work cell: 512-708-0457

Parks and Community Services  
1042 Event Center Drive, PO Box 384  
Dripping Springs, Texas 78620

---

**From:** Chad Gilpin <[CGilpin@CityofDrippingSprings.onmicrosoft.com](mailto:CGilpin@CityofDrippingSprings.onmicrosoft.com)>

**Sent:** Wednesday, August 30, 2023 8:39 AM

**To:** Johnna Krantz <[jkrantz@cityofdrippingsprings.com](mailto:jkrantz@cityofdrippingsprings.com)>

**Subject:** RE: RBTC - Road Closure Application

Johnna,

I looked at their application. Regarding the engineered layout. An engineered layout is best but we can also review and approve a layout provided by their signage and barricade vendor. It doesn't look like they provided either. The hand sketch provided only addresses the Type III barricades at the start of the race but does not show any signage or address Traffic Control along the rest of the route.

I see that "Hays County Roads" is their traffic control vendor. I assume that is actually the County. They should be able to provide a sketch of their barricade and signage layout. It is possible that the County has already permitted this road closure themselves since most of the route (along creek road) is actually county roads. If they have a county permit they can submit that as well and we can see if that satisfies what we need regarding the traffic control layout.

Thanks,



Chad Gilpin, P.E.  
City Engineer

[cgilpin@cityofdrippingsprings.com](mailto:cgilpin@cityofdrippingsprings.com)  
512.858.4725 City Hall

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

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



# City Council Planning Department Staff Report

**City Council Meeting:** September 5, 2023

**Project No:** CUP2023-0002

**Project Planner:** Warlan Rivera – Planner

### Item Details

**Project Name:** AAA Storage Phase 2

**Property Location:** 1300 E US 290

**Legal Description:** ABS 693 C H MALLOT SURVEY 5.02 AC

**Applicant:** Ken Leonard

**Property Owner:** JMA Land LLC

**Request:** Conditional Use Permit (CUP) for a Self-Storage/Office

Approval with the following conditions:

1. The locations of buildings and parking areas shall generally be consistent with the site plan provided with this request.
2. All existing and new lighting must comply with the City’s Lighting Ordinance
3. The entire site must comply with the City’s Landscape Ordinance
4. The applicant must provide screening along the western and southern property boundaries consistent with section 5.10.1 of the Zoning Ordinance.

### Staff Recommendation:



**Overview**

The applicant is requesting a Conditional Use Permit (CUP) to enable the expansion of self-storage and offices on a property zoned for commercial services. The existing use is currently self-storage/office which was approved with the site plan back when this property was in the ETJ. Since then, this development has been annexed and zoned.

This CUP not only serves to allow for the expansion of phase 2 but also to bring the property to compliance.

The expansion consists of 4 additional buildings, half of which will be storage and the remaining is to be flex.

Direction	Setback Code requirement
Front	Twenty-Five Feet (25')
Rear	Fifteen (15')
Side	Twenty-Five feet (25')

**Surrounding Properties**



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

Direction	Zoning District	Existing Use	Comprehensive Plan
North	PDD – Gateway Village	Vacant Land. Future residential and commercial site	Not Shown
East	Commercial Services (CS)	Retail	
South	Extraterritorial Jurisdiction	Residential	
West	Extraterritorial Jurisdiction	Residential	

**Approval Criteria for Conditional Use Permit Review (3.17.6-Zoning Ordinance)**

Approval Criteria	Staff Comments
<p>1. The proposed use at the specified location is consistent with the policies embodied in the Comprehensive Plan;</p>	<p>The following comprehensive goals support this request:</p> <ol style="list-style-type: none"> <li>1. Support the expansion of business and professional services.</li> <li>2. Explore the potential for a co-working office space.</li> </ol>
<p>2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;</p>	<p>The current zoning, Commercial Services (CS), permits commercial and retail uses. Mini-Warehouse/Self-Storage/office is allowed in the CS zoning district with the approval of a Conditional Use Permit (CUP).</p>
<p>3. The proposed use meets all supplemental standards specifically applicable to the use, as established in the Development Standards, Section 5;</p>	<p>The applicant will need to meet all development standards.</p>
<p>4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods, and (as required by the particular circumstances) includes improvements or modifications (either on-site or within the public rights-of-way) to mitigate development-related adverse impacts, including but not limited to the following:</p>	<p>This property is similarly zoned to the lot to its east (CS). However, the properties directly to the west and the south are residential albeit in the ETJ. The recommended conditions have been evaluated and are mentioned below for this development to harmonize with its surroundings.</p> <p>Additionally, the southern-most building is set back from the rear property by approximately 126 feet.</p>
<p>a. Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;</p>	<p>Sidewalks are required along streets and will be enforced during the site plan review of phase 2 and adequate vehicular ingress and egress are shown on the plans.</p>
<p>b. Off-street parking areas, loading areas, and pavement type;</p>	<p>The applicant meets all parking requirements.</p>
<p>c. Refuse and service areas;</p>	<p>Dumpster locations and screening will be enforced on the site plan.</p>
<p>d. Utilities with reference to location, availability, and compatibility;</p>	<p>Utility availability is adequate. The site is served by DSWSC and will utilize an on-site septic system.</p>
<p>e. Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses;</p>	<p>The site plan for phase 2 will require a landscape plan to be submitted; landscape screening will be required within that plan. Additionally, screening will be required along the property boundaries adjacent to residential properties in accordance with section 5.10 of the Zoning Ordinance.</p> <p>The development will meet setback requirements per Zoning.</p>
<p>f. Control of signs, if any;</p>	<p>Signage will be done with a separate permit and will need to comply with the current sign ordinance in effect. Any variances will require approval.</p>

<p>g. Control of exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;</p>	<p>All existing and future lighting on the site must comply with the lighting ordinance. Lighting that does not comply must be replaced and/or updated to be in accordance with the Dark Sky Ordinance.</p>
<p>h. Required yards and open space;</p>	<p>Not applicable.</p>
<p>i. Height and bulk of structures;</p>	<p>All new buildings must meet the architectural standards.</p>
<p>j. Hours of operation;</p>	<p>The applicant can speak to access of the site from tenants, but the office on site will maintain normal business hours.</p>
<p>k. Exterior construction material, building design, and building facade treatment;</p>	<p>All new buildings must meet the architectural standards.</p>
<p>l. Roadway adjustments, traffic-control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets; and</p>	<p>Not applicable.</p>
<p>m. Provision for pedestrian access/amenities/areas;</p>	<p>Sidewalks are required along all streets and will be enforced during the site plan.</p>
<p>5. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity; and,</p>	<p>Staff finds that the proposed office/mini-warehouse/self-storage use will not be detrimental or damaging to the surrounding properties, these properties being similarly commercially zoned and ETJ.</p>
<p>6. Noise;</p>	<p>Staff is recommending landscape screening alongside masonry or wood screening to contain the noise within the site.</p>
<p>7. Odors; and</p>	<p>No concerns noted.</p>
<p>8. Dust.</p>	<p>No concerns noted.</p>

**P&Z Action**

At their meeting on August 22, 2023, the Planning & Zoning Commission unanimously voted to approve the conditional use permit with staff-recommended conditions along with some modifications and additions. The modifications and additions are highlighted in red below.

1. The locations of buildings and parking areas shall generally be consistent with the site plan provided with this request.
2. All existing and new lighting must comply with the City’s Lighting Ordinance
3. The entire site must comply with the City’s Landscape Ordinance
4. The applicant must provide 8-foot masonry screening along the western and southern property boundaries consistent with section 5.10.1 of the Zoning Ordinance.
5. Can not exceed 70% impervious coverage.
6. Remove the old silt fence and re-build the one that is falling down.
7. City Engineer Chad Gilpin review to ensure compliance with the SWPP drainage.
8. Maintain current hours of 9:00 a.m. to 9:00 p.m.
9. After-hours lighting for the new buildings needs to be controlled by motion detection after closing.

**Public Notification**

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the Conditional Use Permit request. At the time of this report, staff has received one public comment.

**Meetings Schedule**

August 22, 2023 – Planning and Zoning Commission  
 September 5, 2023 - City Council Meeting

**Attachments**

- Attachment 1 - Conditional Use Permit Application
- Attachment 2 – Grading Plan/Site Plan
- Attachment 3 – Concerns from the neighboring property to the south
- Attachment 4 – Ordinance

Recommended Action:	Recommend approval of the request with the following conditions: 1. The locations of buildings and parking areas shall generally be consistent with the site plan provided with this request. 2. All existing and new lighting must comply with the City’s Lighting Ordinance 3. The entire site must comply with the City’s Landscape Ordinance 4. The applicant must provide screening along the western and southern property boundaries consistent with section 5.10.1 of the Zoning Ordinance.
Alternatives/Options:	Recommend denial of the Conditional Use Permit; recommend approval of the Conditional Use Permit with no or alternate conditions.
Budget/Financial Impact:	None calculated at this time, but the City would receive additional sales tax revenue.
Public Comments:	Staff has received one public comment.
Enforcement Issues:	N/A
Comprehensive Plan Element:	Support the expansion of business and professional services.  Explore the potential for a co-working office space.



City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

**CONDITIONAL USE PERMIT APPLICATION**

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

NEW APPLICATION     EXTENSION OF A PREVIOUSLY APPROVED CUP

**CONTACT INFORMATION**

PROPERTY OWNER NAME JMA Land LLC

STREET ADDRESS 4203 Spinnaker Cove

CITY Austin STATE Texas ZIP CODE 78731

PHONE 512-452-7789 EMAIL johnsmuhich@gmail.com

APPLICANT NAME Ken Leonard

COMPANY AAA Storage LLC

STREET ADDRESS 204 Arrezo Lane

CITY Georgetown STATE Texas ZIP CODE 78628

PHONE 254-466-7304 EMAIL kenneth.t.leonard@gmail.com

PROPERTY INFORMATION	
PROPERTY OWNER NAME	JMA Land LLC
PROPERTY ADDRESS	1300 E. US 290
CURRENT LEGAL DESCRIPTION	Description of 5.020 Acres of land out of Mallot survey No.299 in Hays County, Texas
TAX ID#	88-3528537
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	
PROPOSED USE	Storage Facility / Business Park
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	Completion of Work for phase 2 of the Storage Facility 4 additional building And the completion of the Business Park building.

**COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? \***

*(See attached agreement).*

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

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

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

**APPLICANT'S SIGNATURE**

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

(As recorded in the Hays County Property Deed Records, Vol. 2651, Pg. 479.)

John Muhich  
Name

Owner  
Title

STATE OF TEXAS           §  
  §  
COUNTY OF HAYS       §

This instrument was acknowledged before me on the 10 day of July,

2023 by [Signature]  
Kenneth Leonard

[Signature]  
Notary Public, State of Texas  
KENNETH THOMAS LEONARD  
Notary ID #126751077  
My Commission Expires  
December 12, 2024

My Commission Expires: \_\_\_\_\_  
[Signature]  
Kenneth T Leonard  
Name of Applicant

**CONDITIONAL USE PERMIT SUBMITTAL**

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

Ken Leonard  
Applicant Signature

July 21 2023  
Date

**CHECKLIST**

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

Received on/by: \_\_\_\_\_

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



**DRIPPING SPRINGS**  
Texas

**BILLING CONTACT FORM**

Project Name: AAA Storage Dripping 290

Project Address: 1300 E US 290 Dripping Springs

Project Applicant Name: Ken Leonard

**Billing Contact Information**

Name: Ken Leonard

Mailing Address: 204 Arrezo Lane

Georgetown, Texas 78628

Email: kenneth.t.leonard@gmail.com Phone Number: 254-466-7304

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

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

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

Ken Leonard  
Signature of Applicant

July 6 2023  
Date

GRADING PLAN

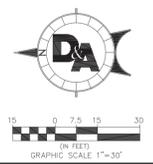
**STORSERV PHASE 2**  
 1300 E. U.S. HIGHWAY 290 WEST  
 DRIPPING SPRINGS, TX

Designed: VO  
 Drawn: VO  
 Reviewed: KS  
 Date: MARCH 20, 2020

SHEET  
**9**  
 OF 16

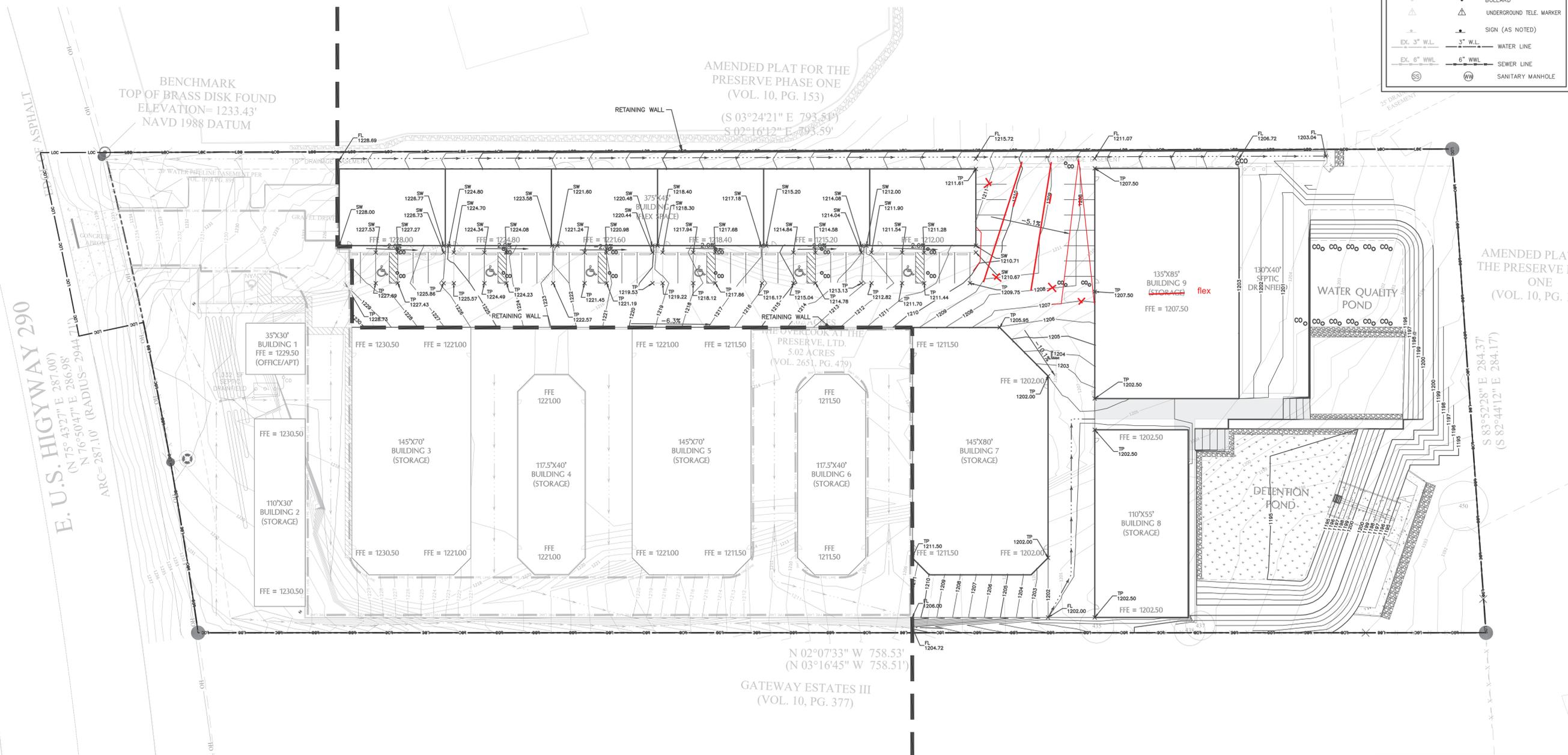
Project No:  
 1715-002A

GRADING LEGEND	
GRADING SYMBOLS	
	PROPOSED CONTOUR
	PROPOSED SWALE
	DRAINAGE DIRECTION
TYPICAL SPOT ELEVATIONS	
00.00 SW	SIDEWALK SPOT GRADE
00.00 TC	TOP OF CONCRETE
00.00 TP	TOP OF PAVEMENT (CIVIL)
00.00 FL	FLOWLINE



MONUMENTS LEGEND	
	1/2" REBAR FOUND (OR AS NOTED)
	CONC. HIGHWAY MON. FOUND
	MAG NAIL FOUND
	CALCULATED POINT
	CONTROL POINT/BENCHMARK LOCATION

LEGEND	
EXISTING	PROPOSED
	PROPERTY LINE
	ADJOINING PROPERTY LINES
	EASEMENT
	BUILDING SETBACK LINE
	CONTOUR LINE
	RAISED CURB
	EDGE OF ASPHALT
	WATER VALVE
	WATER METER
	FIRE HYDRANT
	UTILITY POLE
	GUY WIRE
	OVERHEAD UTILITIES
	ELECTRIC PULL BOX
	TRAFFIC SIGNAL POLE
	SIGNAL BOX
	CLEANOUT
	WASTEWATER MANHOLE
	BOLLARD
	UNDERGROUND TELE. MARKER
	SIGN (AS NOTED)
	3" W.L. WATER LINE
	6" W.W. SEWER LINE
	SANITARY MANHOLE



Drawing: P:\1715-002\CADD\Map\working\_drawings\submitted\VD\Phase 2\1715002A\_CD GR.dwg  
 User: VOSTROJIN Jul 06, 23 - 17:03  
 Plot Date/Time: Jul 06, 23 - 08:20:11

**From:** [Austin Powers](#)  
**To:** [Planning](#)  
**Subject:** Conditional Use Permit #CUP2023-0002  
**Date:** Monday, August 14, 2023 7:57:15 AM  
**Attachments:** [IMG\\_8688.jpg](#)  
[IMG\\_8690.jpg](#)

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Good morning,

I'm writing in regard to the application for the conditional use permit for the AAA Storage facility located at 1300 E Hwy 290.

Our property is directly south of this development at 186 Leafdale Trl, located in the Preserve. My main concern for this application is to make sure the appropriate single-family residential screening is addressed as outlined in the current development ordinance. This is important to protect the value and privacy of our property.

Because the property was clear cut during the initial construction, the natural character and potential natural vegetative screen was not preserved. The new storage facility is quite visible during the day, and during the night the security lights shine through our windows. Additionally, there has been an increase in noise pollution from Hwy 290.

We request that the City require the use of a masonry screening wall in conjunction with landscaping elements as indicated in section 5.10 of the development code to mitigate the noise/light pollution and preserve the value of our property.

I have attached a couple of images that show the relationship between our properties for reference. Please let me know if you have any questions.

Thank you,  
Austin and Jenna Powers  
186 Leafdale Trail

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. [REDACTED]**

**Conditional Use Permit**

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR THE USE OF MINI WAREHOUSE-SELF STORAGE WITHIN THE COMMERCIAL SERVICES ZONING DISTRICT FOR A PERIOD NOT TO EXCEED TWO YEARS AT 1300 E US 290, DRIPPING SPRINGS, TEXAS, 78620, UNDER EXHIBIT A, ZONING ORDINANCE, SECTION 3.17, CONDITIONAL USE PERMIT AS ATTACHED IN EXHIBIT “A”; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; PUBLICATION; EFFECTIVE DATE; PROPER NOTICE & MEETING.

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

**WHEREAS,** pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to regulate zoning within the City; and

**WHEREAS,** the City of Dripping Springs desires to approve a conditional use permit because of the unique nature of this property, and the land use is compatible with the permitted land uses in a given zoning district only under current conditions; and

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

**WHEREAS,** the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt this Ordinance.

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

**1. FINDINGS OF FACT**

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

**2. ENACTMENT**

The Conditional Use Permit is approved as presented in Attachment “A” to this ordinance.

**3. REPEALER**

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

**4. SEVERABILITY**

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

**5. EFFECTIVE DATE**

This Ordinance and Conditional Use Permit shall be effective immediately upon passage and publication.

**6. PROPER NOTICE & MEETING**

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

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

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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

*Attachment "A"***City of Dripping Springs | Conditional Use Permit**

Granted to allow the land use of "Mini-Warehouse - Self-Storage" on a property that is currently zoned Commercial Services (CS) District located at:

1300 E US 290, Dripping Springs, Texas, 78620

Approved by the City of Dripping Springs City Council on \_\_\_\_\_

Operation of a self-storage and flex space at the above-mentioned location is allowed pursuant to the following regulations:

1. The locations of buildings and parking areas shall generally be consistent with the site plan provided with this request.
2. All existing and new lighting must comply with the City's Lighting Ordinance
3. The entire site must comply with the City's Landscape Ordinance
4. The applicant must provide 8-foot masonry screening along the western and southern property boundaries consistent with section 5.10.1 of the Zoning Ordinance.
5. Can not exceed 70% impervious coverage.
6. Remove the old silt fence and re-build the one that is no longer functional.
7. The City Engineer, Chad Gilpin review to ensure compliance with the SWPP drainage.
8. Maintain current hours of 9:00 am to 9:00 pm
9. After hours lighting for the new buildings needs to be controlled by motion-detection after closing.



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

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

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**Council Meeting Date:** September 5, 2023

**Agenda Item Wording:** **Public hearing and consideration of approval of an Ordinance Amending Chapter 20, Article 20.06, Section 20.06.004 of the Dripping Springs Code of Ordinances adding a Rate for Reclaimed Water. Sponsor: Mayor Bill Foulds, Jr.**

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

**Agenda Item Requestor:** Mayor Bill Foulds, Jr.

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**Summary/Background:** This will allow the City to sell its treated effluent that is not needed for our fields. Currently we have more effluent than we need and the operation of the lines to take it to our agreed 210 placements have not been completed. Currently we are working with construction contractors to use non-potable water for construction. The goal is to replace the use of potable water with non-potable water where it can be used.

The Wastewater department is working with Chad Gilpin, city engineer, to modify the plant to ensure easier access to the effluent by third parties. This includes a pump and a flow meter. After this is complete, the gallons will be able to be measured and users can be invoiced based on these fees.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Approval

**Attachments:** Ordinance  
Form

**Next Steps/Schedule:**

If approved, an operations and maintenance plan will be finalized and the rates will be published in the newspaper as required by the Local Government Code.

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2023-**

AN ORDINANCE AMENDING CHAPTER 20, ARTICLE 20.06, SECTION 20.06.004 OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING THE GENERAL PROVISIONS RELATED TO WATER RATES INCLUDING ADDING A RATE FOR RECLAIMED WATER; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

**WHEREAS,** the City of Dripping Springs owns and operates its municipal wastewater collection and treatment facilities and water facilities (hereinafter, the “system”); and

**WHEREAS,** the City of Dripping Springs provides water service to citizens both inside and outside the city limits; and

**WHEREAS,** the City has adopted ordinances regarding construction, operation, extension and regulation of the wastewater system and water system services; and

**WHEREAS,** the City of Dripping Springs recognizes the need for additional sources of water for irrigation, construction, and other activities for which non-potable water is appropriate; and

**WHEREAS,** the City of Dripping Springs has a 210 Reclaimed Water Authorization Permit (Reuse Authorization R14488-001) and has Reclaimed Water to sell; and

**WHEREAS,** the City Council finds that the amendment imposed by this Ordinance add a reclaimed water rate such that it is fair, just, and reasonable and so that the services are adequate and efficient; and

**WHEREAS,** the City Council finds that the amendment imposed by this Ordinance are characterized as reasonable, necessary, and proper for the good government of the City.

**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. ENACTMENT**

Chapter 20, Article 20, Sections 20.06.004 of the City of Dripping Springs Code of Ordinances is hereby amended so 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 on Attachment “A”.

**3. REPEALER**

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

**4. SEVERABILITY**

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

**5. 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. 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 5<sup>th</sup> day of September 2023, by a vote of \_\_ (ayes) to \_\_ (nays) to \_\_ (abstentions) of the City Council of Dripping Springs, Texas as amended on September 5, 2023.**

**CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_

Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary

**ATTACHMENT “A”**

**Sec. 20.06.004. – Water rates and charges**

(a) Applicability. These rates and charges are applicable to all sales or service of water within and outside the corporate limits of the city.

(b) Rates and charges. The city’s rates and charges to customers for the sales or service of water shall consist of two parts: (i) base rates, (ii) Special charges, and (iii) administrative fee.

(1) Base rates. For customers who live within the city limits of the City of Dripping Springs, the city shall charge as its base rates the same rates, fees, and charges (including, but not limited to, water impact fees, connection fees, minimum monthly charges, capital charges, and volumetric charges), the same as what is charged by the Dripping Springs Water Supply Corporation.

(2) Base rates. For customers who live outside the city limits of the City of Dripping Springs, the city shall charge as its base rates the same rates, fees, and charges (including, but not limited to, water impact fees, connection fees, minimum monthly charges, capital charges, and volumetric charges), the same as what is charged by the Dripping Springs Water Supply Corporation plus an additional 20 percent for the rates, fees, and charges.

(3) Special charges. Each retail water customer shall be responsible to pay costs incurred that are attributable to a specific retail customer or retail customer account (such as, but not limited to, returned check fees, disconnect charges, and resumption of service charges).

(4) Administrative fee. Except for wholesale water impact fees, the city shall charge an administrative fee calculated as a percentage of the sum of the base rates and special charges charged pursuant to subsections (b)(1), (b)(2), and (b)(3) above. The applicable percentage shall initially be six percent and periodically reviewed and revised, as appropriate. The administrative fee will be shown separately on customer's water bill.

(5) Reclaimed water fee. The reclaimed water fee is five dollars (\$5.00) per 1,000 gallons. In order to obtain reclaimed water, each customer must complete a reclaimed water use agreement form and be approved by the City.



# City of Dripping Springs

Physical: 511 Mercer Street • Mailing: P.O. Box 384 • Dripping Springs, Texas 78620  
512.858.4725 • FAX 512.858-5646 • [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com)

Item # 11.

## Reclaimed Water Use Agreement Form

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

The person signing below agrees to:

1. Receive reclaimed water from the City of Dripping Springs subject to the terms and conditions of the City's Utilities Ordinance, other applicable laws and contracts.
2. To use reclaimed water in compliance with the City of Dripping Springs 210 Reclaimed Water Authorization permit (Reuse Authorization R14488-001), the rules applicable to reclaimed water use at Chapter 210 of Title 30 of the Texas Administrative Code (including the rules applying to records as at 30 Texas. Admin. Code §210.36(a)), and the City's Reclaimed Water Operation and Maintenance Plan.
3. The City will bill the reclaimed water customer based on consumption at a rate of \$5.00 per 1,000 gals.
4. Pay all applicable fees.
5. Email completed form to [waterservice@cityofdrippingsprings.com](mailto:waterservice@cityofdrippingsprings.com)
6. Reclaimed water availability not guaranteed.

<b>Company or Individual Name:</b>
<b>Billing Address:</b>
<b>City/State/Zip:</b>
<b>Phone Number:</b>
<b>Secondary Phone Number:</b>
<b>Email:</b>
<b>I understand and agree with the terms and conditions of the agreement:</b>
<b>Printed Name:</b>
<b>Signature of Applicant:</b>

All checks must be made payable to: City of Dripping Springs

Mail Payments to: PO BOX 384, Dripping Springs, TX 78620

<b>*For City Use Only*</b>
Approved By:



**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:** September 5, 2023

**Agenda Item Wording:** **Public hearing and consideration of approval of an Ordinance Amending Chapter 2 Administration and Personnel, Article 2.04 Boards, Commissions and Committee, Division 6 Transportation Committee, Sec. 2.04.155. - Membership; meetings.**

**Agenda Item Sponsor:** Mayor Bill Foulds, Jr.

**Summary/Background:** Mayor Foulds has requested that a representative of Dripping Spring ISD be appointed to the Transportation Committee. In order to accommodate this request, I am proposing an amendment to the Transportation Committee ordinance to add a seat under *Municipal Seats* reserved for a DSISD representative. This seat will have the same two-year term as all members and will be recommended by the DSISD Superintendent with approval by the City Council.

**Recommended Council Actions:** Staff recommends approval of the ordinance.

**Attachments:** Draft TC ordinance amendment.

**Next Steps/Schedule:**

1. If approved execute ordinance.
2. Send ordinance for codification with Municode.
3. Update website and references to number of TC members.

**CITY OF DRIPPING SPRINGS**

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

AN ORDINANCE AMENDING CHAPTER 2 OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING ARTICLE 2.04 BOARDS, COMMISSIONS AND COMMITTEES, DIVISION 6. TRANSPORTATION COMMITTEE AS IT RELATES TO THE MEMBERSHIP OF THE COMMITTEE; 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 facilitate business and residential growth by providing for adequate transportation to the Dripping Springs area; and

**WHEREAS**, the City benefits from the perspective and knowledge of staff, officials, and residents of 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**

Chapter 2, Article 2.04 of the City of Dripping Springs Code of Ordinances, Division 6. Transportation Committee is amended so 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 5<sup>th</sup> day of September, 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

- CODE OF ORDINANCES  
 Chapter 2 - ADMINISTRATION AND PERSONNEL  
 ARTICLE 2.04. - BOARDS, COMMISSIONS AND COMMITTEES  
 DIVISION 6. TRANSPORTATION COMMITTEE

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### *DIVISION 6. TRANSPORTATION COMMITTEE*

**Sec. 2.04.151. Title.**

This division shall be commonly cited as the "transportation committee ordinance."

**Sec. 2.04.152. Purpose.**

- (a) This article provides standards for the formation, function, and responsibilities of an advisory transportation committee tasked with representing various citizen groups and their interests as part of the city council's greater discussion of transportation, its planning, and its improvements.
- (b) This article is in furtherance of good government and public safety. Through these regulations, the city seeks to promote the safety of persons and property by preventing:
  - (1) Uncoordinated transportation development that threatens public safety; or
  - (2) Disconnected residential and business development that reduces the efficiency and operation of good government and order.

**Sec. 2.04.153. Scope.**

This article applies to all property within the incorporated municipal boundaries (i.e., city limits) and the extraterritorial jurisdiction (ETJ).

**Sec. 2.04.154. Definitions.**

- (a) Rules of interpretation. Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural number shall include the singular number (and vice versa), and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.
- (b) Specific definitions.
  - Committee : The transportation committee created herein.
  - Transportation master plan : A nonbinding, guidance document utilized for municipal planning purposes, which contains a vision statement, capital improvement project options, and roadway maintenance project lists.

**Sec. 2.04.155. Membership; meetings.**

- (a) Number of members.

- (1) The committee will have ~~eight~~nine voting members, one of whom will be the committee chair appointed by the city council. A vice-chair will be selected by the chair and approved by a majority of the transportation committee members. The vice-chair will serve as the chair in the absence of the chair.
  - (2) ~~Four~~Five municipal members of the committee are:
    - (A) A member from city council;
    - (B) A member from planning and zoning commission;
    - (C) The public works coordinator;~~and~~
    - (D) The city engineer;~~;~~ and
    - (E) A representative of the Dripping Springs Independent School District.

The city council and planning and zoning commission shall nominate and vote on their respective member to serve on the committee. The Dripping Springs Independent School District Superintendent shall provide a recommendation for their representative to be approved by the city council.
  - (3) ~~Three~~Four public members of the committee shall be residents of either the city limits or its ETJ. No less than one public member will reside within the city limits.
  - (4) The committee may have subcommittees of at least three members, one of whom will be the subcommittee chair designated by the subcommittee at its first meeting. A vice-chair will be selected by the chair and approved by a majority of the subcommittee members. The vice chair will serve as the subcommittee chair in the absence of the chair. Subcommittees may invite input from non-committee members.
  - (5) The committee may add non-voting members on an as-needed basis as approved by a majority of the committee.
- (b) Terms of members.
- (1) Municipal members of the committee will serve at the pleasure of the bodies that appointed them. The public committee members will serve a two-year term, at the will of the city council. There is no limit as to how many terms a member may serve.
  - (2) The chair and vice-chair will serve a one-year term, at the will of city council. There is no limit as to how many terms the chair or vice-chair may serve.
  - (3) Vacancies may be filled by appointment, with the appointed replacement member being bestowed the remainder of the unexpired term.
- (c) Member selection.
- (1) Every two years on even years starting in June~~7~~, 2014, city staff will prepare a slate of nominees for city council consideration. The slate will include nominees including but not limited to those with a background and experience in civil engineering, land/transportation planning, real estate/development, business ownership, and alternative mobility. The slate will only include individuals that city staff has contacted and who have expressed an interest and availability to serve. Potential nominees may express interest in the committee by contacting the city secretary in writing.
  - (2) The city council will approve, reject, or modify the list.
- (d) Resignation; vacancies. A committee member may resign by notifying the city secretary in writing of his or her intent to resign. A failure to attend three or more sequential committee meetings without approval from the chair will constitute a de facto notification of intent to resign. Members appointed to fill a vacancy will complete the unexpired portion of the term.

(e) Meetings.

- (1) The committee will meet monthly at city hall, as coordinated with and arranged by city staff. Agendas will be drafted by the committee chair, under the advisement of committee members.
- (2) Committee designated subcommittees may meet more often, as coordinated with and arranged by city staff. Agendas will be drafted by the subcommittee chair, under the advisement of subcommittee members.
- (3) The committee will make a report to the city council at the first meeting of each month to update the council on projects and progress.

( Ord. No. 2021-26 , § 2, 7-20-2021)

**Sec. 2.04.156. Authority.**

The committee has no authority to make decisions binding on the city. The committee's functions are purely advisory and not subject to the Open Meetings Act.

**Sec. 2.04.157. Responsibilities.**

- (a) The committee is responsible for organizing an inclusive process for assessing community needs and priorities in an orderly fashion, and providing the council with guidance via a proposed transportation master plan that reflects the skills, creativity, vision, and cooperation of the committee, its members, and any advisors.
- (b) After the final transportation master plan is adopted by city council, the committee will continue to advise the council on carrying out the plan. The committee may review proposed subdivision and site development plans and make recommendations to assure conformance with the transportation master plan.
- (c) The city council should consider updating the transportation master plan every five years, at which time the transportation master plan drafting process described below will begin again.
- (d) The committee shall advise the council on budgeting for transportation-related needs.

**Sec. 2.04.158. Drafting of transportation master plan.**

- (a) Functions of committee . The committee's function is to study the city's transportation status, assess opportunities for improvements, and suggest guidelines to the city council for collaboration and growth that will effectively move the city from its current status towards future opportunities for traffic safety and circulation enhancements.
- (b) Contents of plan . The committee is tasked with drafting a transportation master plan that identifies:
  - (1) A vision statement to drive future transportation safety and circulation improvements and enhancements.
  - (2) Capital improvement project options the city can implement/complete in the next five years, along with each project's necessary participants, strengths, weaknesses, draft budget, and timeline.
  - (3) Roadway maintenance project options the city can implement/complete in the next three years, along with each project's necessary participants, strengths, weaknesses, draft budget, and timeline.

**Sec. 2.04.159. Presentation of transportation plan.**

- (a) Schedule . The transportation plan will be presented to the city council in written and presentation format in phases over the course of one year. The presentations over the course of the committee's first year will include:
- (1) Draft presentation to P&Z.
  - (2) Draft presentation to council.
  - (3) Public forums.
  - (4) Final presentation to P&Z.
  - (5) Final presentation to council.
- (b) Public access to information . The committee's work and work product will be subject to the Public Information Act, chapter 552 of the Texas Government Code.

**Sec. 2.04.160. Support.**

- (a) City staff will provide logistical support to the committee and its subcommittees, as defined by access to city facilities for purposes of public meetings, access to city resources for purposes of copies and communications, and a designated staff liaison to coordinate and direct such support.
- (b) The city website will provide a page via the staff liaison upon which the committee may post:
- (1) Meeting information;
  - (2) Agendas and minutes; and
  - (3) Resource materials, if any.

(Ordinance 7000.11, adopted 5/13/14)

**Secs. 2.04.161—2.04.190. Reserved.**

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69.999 acres, 160 of which are residential with an average lot size of 0.143 acres	Waiting on Resubmittal
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	Approval with conditions
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Waiting for Resubmittal
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Waiting for Resubmittal
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Forcemains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater forcemains to connect with Dripping Springs WWTP	Approved with conditions
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of wch are residential and 1 will be landscaping	Approved with conditions
SUB2022-0041 Hays St Preliminary Plat	CL	Hays st	Preliminary Plat for 7 lots. Six of wch are residential and 1 will be landscaping	Approval with conditions
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	Approved with conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0046 Kali Kate	ETJ	4550 FM 967	City of Dripping Springs and City of Buda Interlocal Agreement	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Approval with Conditions
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting for Resubmittal
SUB2022-0049 Serenity Hills	ETJ	1111 HAYS COUNTRY ACRES ROAD	50 Lot subdivision in Dripping Springs ETJ	Approval with conditions
SUB2022-0050 North 40, Section 2, Block B, Lots 1, 2, 29, and 30	CL	28501 RR 12	Amending Plat to combine 4 lots into 1	Approval with conditions
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Waiting for Resubmittal
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Waiting for Resubmittal
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Waiting for Resubmittal
SUB2023-0005 Skylight Hills Prelim	ETJ	13001 & 13111 High Sierra	Creating 11 residential lots in the ETJ	Waiting for Resubmittal
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Waiting for Resubmittal
SUB2023-0007 Skylight Hills Construction Plans	ETJ	13001 & 13111 High Sierra	Creating the infrastructure of 11 residential lots	Waiting for Resubmittal
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Approval with conditions
SUB2023-0012 Springlake Lot 57 Replat	ETJ	100 Oakview Dr	Subdivide the existing tract of land into two newly platted tracts of land.	Approval with conditions
SUB2023-0011 Big Sky Ranch Phase 3 AP	CL	171 Sue Peak Loop	Amending plat to accommodate builders larger home designs.	Approval with Conditions
SUB2023-0016 520 Matzig Replat	ETJ	520 Matzig Cove	Modify drainage easement.	Approval with conditions
SUB2023-0018 Cannon Ranch Phase 2 Final Plat	CL	Rushmore Drive at Lone Peak Way	Subdivide into 100 lots.	Approval with conditions
SUB2023-0020 Driftwood Golf and Ranch Club, Phase 4 Final Plat	ETJ	Driftwood Ranch Drive	Subdivide into 20 lots.	Waiting for Resubmittal
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision CP	ETJ	Driftwood Ranch Drive	Paving, drainage, water, wastewater subdivision constructions plans.	Approval with conditions
SUB2023-0022 Cannon Ranch Phase 2 CP	CL	Rushmore Drive at Lone Peak Way	97 single family residential lots and 3 open space lots including construction of public roadways, utilities and storm drain infrastructure.	Under Review
SUB2023-0023 Re-Subdivision Lot 2, Driftwood 967 Phase One CP	ETJ	FM 967 at FM 1826	Subdivide one large lot into 5 residential lots, 2 commercial lots, 2 open space lots and 2 private streets.	Approval with conditions
SUB2023-0024 Caliterra Phase 5 Section 13 Construction Plans	ETJ	Kelsey Lane	11 single family lots.	Waiting for Resubmittal
SUB2023-0025 Caliterra Phase 3 Section 10 Preliminary Plat	ETJ	Pointe Du Hoc Loop	22 single family lots and 2 open space lots.	Approved
SUB2023-0027 Bush Ranch, Phase 1, Lots 1 & 2 Amending Plat	ETJ	235 & 295 LedgeStone Drive	Adjust a common property line.	Approval with Conditions
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting for Resubmittal
SUB2023-0029 Cortaro Replat with Vacation	CL	548, 524, 498 Cortaro Drive	Remove existing public trail easement.	Approved
SUB2023-0030 Trailhead Market Parking, Fire Lane & Water Improvements	CL	249 Sportsplex Drive	Construct 16,250 sq. ft. pervious concrete parking lot, two fire hydrants, grading and fire lane striping.	Waiting for Resubmittal
SUB2023-0033 Heritage Phase 2 Construction Plans Revision	CL	Sportsplex Drive	165 lots, streets, water, wastewater, grading and water quality improvements,	Under Review
SUB2023-0031 Gateway Village Preliminary Plat	CL	1201 US 290 West	307 lots on 97.44 acres	Waiting for Resubmittal
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Waiting for Resubmittal
SUB2023-0035 Parten Ranch Phase 6 & 7 Final Plat	ETJ	600 Two Creeks Lane	122 single family lots and 4 drainage/open space lots	Waiting for Resubmittal
SUB2023-0036 Caliterra Phase 5 Section 13 Final Plat	ETJ	Carentan Cove at Kelsey Lane	11 single family lots	Approval with conditions
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and Lake Lucy Loop	Waiting for Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Under Review
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Under Review

ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	HOLD
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Waiting on resubmittal
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Waiting on resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting on resubmittal
SD2022-0007 Heritage Effluent Line Stage II Extension	CL	511 Mercer Street	Extension of the existing 12" effluent line north along RR12, along with an 8" effluent line that spans from Rob Shelton, across Hwy 290, and north to Heritage Stage 2	Waiting on resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting on resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond	Approved w/ Conditions
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting on resubmittal
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Waiting on resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Waiting on resubmittal
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	Waiting on resubmittal
SD2022-0027 Sawyer Ranch Lot 3A	CL	13341 W US 290	Lot 3A of the Sawyer Ranch at US 290 development. This consists of commercial buildings with parking, sidewalks, and utilities.	Under Review
SD2022-0031 WHIM Corporate Site Plan	CL	27950 RR12	The construction of the corporate HQ for WHIM along with the site improvements needed and as shown in the site plan.	Waiting on resubmittal
SD2022-0039 Big Sky Ranch WWTP	CL	Sue Peaks Loop	Temporary Wastewater Treatment Plan and subsurface area drip disposal system to serve Big Sky Development	Waiting on resubmittal
SD2022-0041 Dripping Springs Urgent Care	CL	164 Belterra Village Way	Ground up development of an urgent care facility within the Belterra Commercial District	Approved w/ Conditions
SD2022-0042 Suds Brothers Car Wash	CL	610 W Hwy 290	Rapid car wash facility	Under Review
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	A 13,908 sq ft building with site improvements	Under Review
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting on resubmittal
SD2023-0006 DS Vet Clinic	CL	Cortaro Dr & RR 12	2 Phase Site Development Plan with 3,957sf veterinarian clinic with paving, drainage and utility infrastructure	Waiting for resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of tow additional duplexes w/ accompanying site improvements	Waiting on resubmittal
SD2023-0009 Paloma	CL	235 Sports Park Rd	Adding improvements to the site	Waiting on resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting on resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting on resubmittal
SD2023-0012 Ariza 290 West	ETJ	13900 W US Highway 290	Multifamily residential.	Waiting on resubmittal
SD2023-0013 10 Federal	ETJ	3975 US 290	Enclosed storage facility	Waiting on resubmittal
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting on Resubmittal
SD2023-0015 Silver Creek Hotel	ETJ	12800 Silver Creek Road	Hotel with parking, utilities, drives, detention and water quality.	Waiting on Resubmittal
SD2023-0016 Ledgestone Daycare	ETJ	12400 US Hwy 290	Daycare building with parking and drives in Ledgestone Commercial Development	Under Review
SD2023-0017 OroBianco Mobile Food Unit - Driveways	CL	27713 RR 12	Driveway for gelato food truck.	Under Review

<i>Ongoing Projects</i>	
Comprehensive Plan	Meetings with DTJ
Cannon Mixed-Use	Pending resubmittal
PDD2023-0001 Madelynn Estates	New PDD
PDD2023-0002 Southern Land	New PDD

In Administrative Completeness	Filing Date
ADMIN2023-56 Sunset Canyon Storage Facility	4-Sep
ADMIN2023-57 Amending lots 31 & 32 in Bunker Ranch phase 1	7-Sep
SUB2023-0031 Gateway Village Preliminary Plat	11-Sep
SUB2022-0050 North 40, Section 2, Block B, Lots 1, 2, 29, and 30	11-Sep
SUB2023-0036 Caliterra Phase 5 Section 13 Final Plat	11-Sep
ADMIN2023-53 3980 US 290 Warehouse	11-Sep
SD2022-0025 Hardy Driveway	11-Sep
ADMIN2023-58 451 Farrell Lane Office Park	11-Sep
SD2022-0031 WHIM Corporate Site Plan	11-Sep