



DRIPPING SPRINGS  
Texas

# CITY COUNCIL & BOARD OF ADJUSTMENT WORKSHOP & REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, August 01, 2023 at 6:00 PM

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## AGENDA

### CALL TO ORDER AND ROLL CALL

#### City Council Members

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

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

City Administrator Michelle Fisher  
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  
Farmers Market Manager Charlie Reed  
Community Events Coordinator Johnna Krantz  
Public Works Director Aaron Reed  
Planning Director Tory Carpenter  
Planning & Zoning Commission Chair Mim James

### PLEDGE OF ALLEGIANCE

### PROCLAMATIONS & PRESENTATIONS

- 1. Proclamation proclaiming the week of August 6 - 12, 2023, as "Farmers Market Week" in the City of Dripping Springs, Texas. Sponsor: Council Member Sherrie Parks**

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### WORKSHOP

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

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

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## BOARD OF ADJUSTMENT

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### CALL TO ORDER AND ROLL CALL

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

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

### BOARD OF ADJUSTMENT AGENDA

**3. Public hearing and consideration of approval of VAR2023-0005: an application for a variance to allow a reduction in the parking requirement for a property located at 249 Sportsplex Drive. Applicant: Chris Nygard**

- a. Applicant Presentation
- b. Staff Report
- c. Planning & Zoning Commission Report
- d. Public Hearing
- e. Variance

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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.*

### 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 July 18, 2023, City Council workshop and regular meeting minutes.**
- 5. Approval of the Reappointment of Kim Fernea, Becky Atkins, Melanie Fenelon, and Whit Hanks, and the Appointment of Lucy Hanson to the Economic Development Committee for terms ending June 30, 2025; and, the Appointment of Kim Fernea as the Committee Chair for a term ending June 1, 2024.**
- 6. Approval of a Resolution of the City of Dripping Springs Consenting to the Issuance of Bonds by Headwaters Municipal Utility District of Hays County. *Applicant: Chris Lane, SAMCO Capital***

## **BUSINESS AGENDA**

- 7. Discuss and consider approval of a Resolution Repealing the Co-Sponsorship Policy. *Sponsor: Council Member Geoffrey Tahuahua***
- 8. Public hearing and consideration of approval of an Ordinance adopting regulations for the protection of the city logo and city seal and prohibiting the unauthorized use thereof; and providing for the licensing of the city logo and city seal in certain circumstances. *Sponsor: Council Member Geoffrey Tahuahua***
  - a. Staff Report
  - b. Public Hearing
  - c. Ordinance
- 9. Discuss and consider approval of a Lease Agreement with AUC Group, LLC. for a Wastewater Plant Expansion at Arrowhead Ranch. *Sponsor: Mayor Bill Foulds, Jr.***
- 10. Discuss and consider approval of a Resolution adopting a Family Medical Leave Act Policy and related policies for the City of Dripping Springs. *Sponsor: Mayor Bill Foulds, Jr.***
- 11. 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
  - b. Public Hearing
  - c. Ordinance
- 12. 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 and Building Inspection Fees. *Sponsor: Mayor Bill Foulds, Jr.***

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

**13. 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
- b. Public Hearing
- c. Ordinance

## **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.*

**14. June Maintenance Report**  
*Craig Rice, Deputy Public Works Director*

**15. Planning Department Report**  
*Tory Carpenter, Planning 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. Consultation with Attorney regarding to legal issues related to the Co-Sponsorship Policy and City Logo Use. Consultation with Attorney, 551.071**
- 18. 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*

19. **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*
20. **Consultation with Attorney related to legal issues regarding Parks Facilities.** *Consultation with Attorney, 551.071*

## UPCOMING MEETINGS

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

August 15, 2023, at 6:00 p.m. (CC)  
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 & A)

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

August 2, 2023 DSRP Board at 11:00 a.m.  
August 7, 2023, Parks & Recreation Commission at 6:00 p.m.  
August 8, 2023, Planning & Zoning Commission at 6:00 p.m.  
August 9, 2023, Utility Commission at 4:00 p.m.  
August 14, 2023, TIRZ No. 1 & No. 2 Board at 4:00 p.m.  
August 14, 2023, Founders Day Commission at 6:30 p.m.  
August 17, 2023, Farmers Market Committee at 10:00 a.m.  
August 17, 2023, Emergency Management Commission at 12:00 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 **July 28, 2023, at 4:45 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 AUGUST 6 – 12, 2023, AS**

**“Farmers Market Week”**

- WHEREAS,** local farmers and ranchers provide citizens of Dripping Springs with access to healthful, locally and regionally produced foods through farmers markets, which are expanding and evolving to accommodate the demand for a diverse array of agricultural products; and
- WHEREAS,** farmers markets and other agricultural direct marketing outlets provide infrastructure to assist in the distribution of farm and value-added products, thereby contributing approximately \$9 billion to the U.S. economy each year; and
- WHEREAS,** farmers markets serve as significant outlets by which small-to-medium, newly beginning, and veteran agricultural producers market agricultural products, generating revenue that supports the sustainability of family farms and the revitalization of rural communities nationwide; and
- WHEREAS,** the City of Dripping Springs recognizes the importance of expanding agricultural marketing opportunities that assist and encourage the next generation of farmers and ranchers; generate farm income to help stimulate business development and job creation; build community connections through rural and urban linkages; and more.

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

1. In conjunction with the observance of National Farmers Market Week, and to further awareness of farmers markets’ contributions to life in Dripping Springs, the week of August 6<sup>th</sup> through August 12<sup>th</sup>, 2023, shall be proclaimed as FARMERS MARKET WEEK in the City of Dripping Springs; and
2. The City Council invites the Dripping Springs Community to visit the Dripping Springs Farmers Markets on Wednesday, August 9<sup>th</sup> at Founders Memorial Park and on Saturday, August 12<sup>th</sup> at Veterans Memorial Park.

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Bill Foulds, Jr., Mayor



# City Council

## Planning Department Staff Report

**City Council Meeting** August 1, 2023

**Project No:** VAR2023-0005

**Project Planner:** Tory Carpenter, AICP, Planning Director

### Item Details

**Project Name:** JWLP Lot 6 Parking Variance

**Property Location:** 249 Sportsplex Drive

**Legal Description:** JWLP Lot 6

**Applicant:** Chris Nygard

**Property Owner:** Chris Nygard

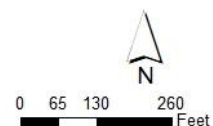
**Request:** Applicant is requesting a variance to allow a reduced number of parking spaces for medical office uses.

**Staff Recommendation:** Denial of the variance.



### Location Map

*JWLP Parking Variance*



## Planning Department Staff Report

## Overview

The applicant is requesting a variance to Chapter 30, Exhibit A Section 5.6.2 to allow a reduced parking requirement for the property.

Below is the applicable code section related to this variance request:

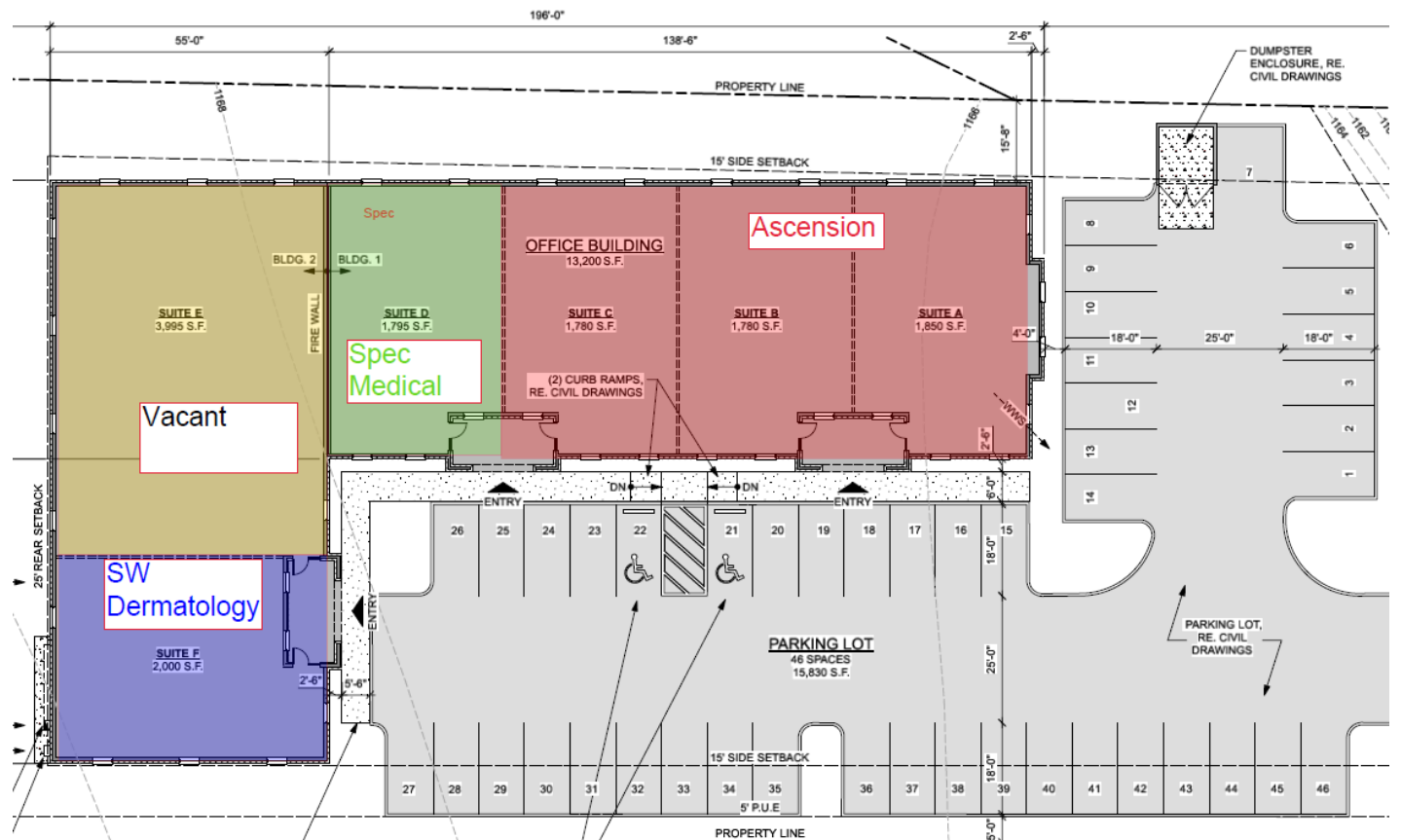
### 5.6.2. Commercial:

**Medical or dental office:** One space per 200 square feet of floor area. Facilities over 20,000 square feet shall use the parking standards set forth for hospitals.

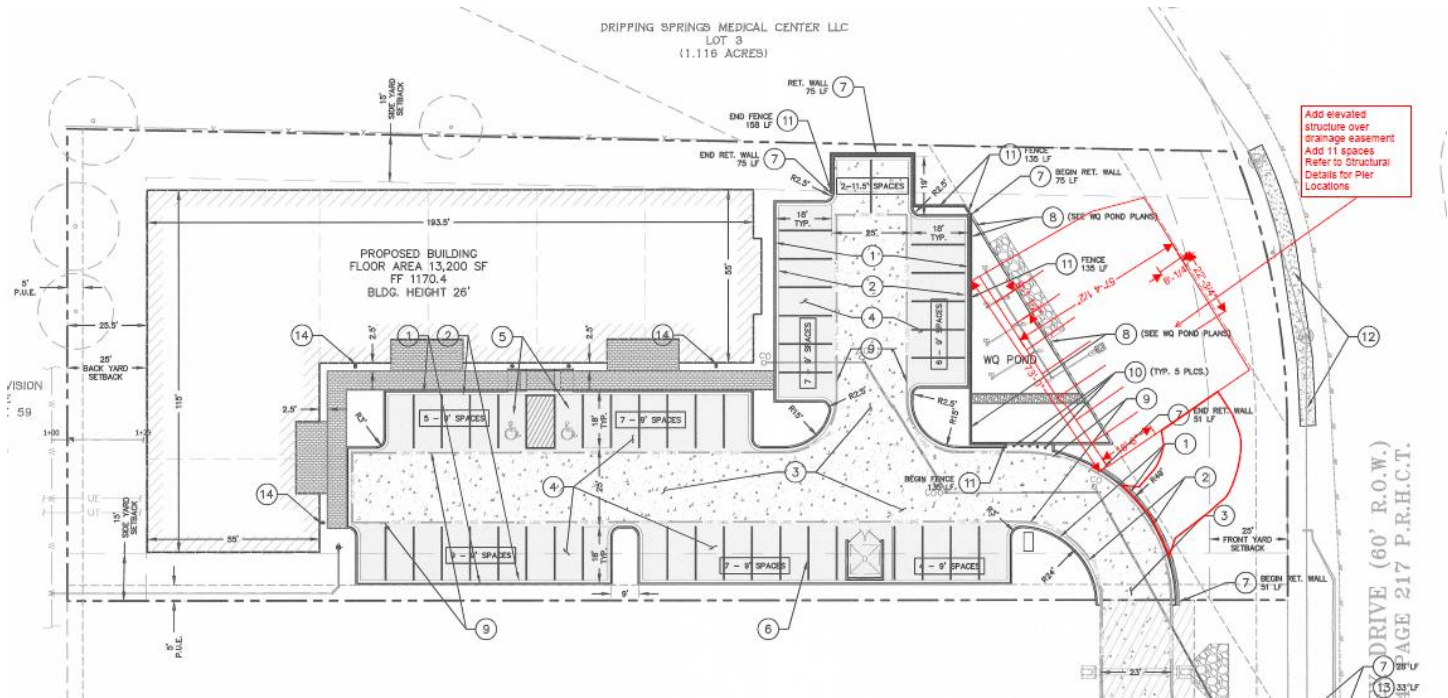
The property has a 13,200 Square foot Building. During the site plan review process, the applicant stated that the building would be used as “office space” which would require 1 parking space per 300 Square Feet. The applicant applied for a Tenant Finish Out for a Medical Office which would require one (1) parking space per 200 square feet. Per section 5.7.6.

Staff is currently reviewing a site plan amendment which would add 11 additional parking spaces. The table below reflects this proposed update.

Parking Requirement	Total Building square footage	Parking Spaces Required	Parking applicant provided	Parking Deficit
1 parking space/200 square feet	13,200	66	58	-8







### Property History

On April 10, 2018, JWLP Family Subdivision was approved and recorded. The Subdivision plat created 6 commercial lots. The applicant then applied for a Site Development Permit in 2019. During the Site Development Permit, the first submittal contained Retail use which would require the applicant to provide one (1) parking space per 200 square feet. The applicant was told that parking was not sufficient and they would need to add additional parking. The applicant stated that the intended use was Office and changed the amount of parking to one (1) parking space per 300 square feet.

The applicant applied for a Tenant Finish out for medical offices and was told that they needed to provide parking for a medical office, which is one (1) parking space per 200 square feet.

In June 2020, the applicant applied for a variance to utilize shared parking with a lot across Sportsplex. The application was later withdrawn.

A separate parking variance was requested in 2021 which was ultimately withdrawn after a unanimous recommendation of denial from the Planning & Zoning Commission.

The applicant was granted permission to occupy 9,400 square feet of the building as there were adequate parking spaces for this square footage.

### Approval Criteria for Variance (2.22.2-Zoning Ordinance)

Approval Criteria	Staff Comments
1. there are special circumstances or conditions affecting the land involved such that the literal enforcement of the provisions of this Chapter would deprive the applicant of the reasonable use of the land; and	The building on the property was built in 2019. The applicant was aware of the parking requirements and adjusted the use to only provide 1 parking space per 300 square feet of gross floor area.
2. the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and by preserving the natural features and topography of the land; and	The variance is not necessary for the applicant to utilize their property. The intention with the approved site plan was for an office use. The applicant was asked to reevaluate their parking at the time of review.
3. the granting of the variance will not be detrimental	Scarcity of parking may affect the patrons visiting th

to the public health, safety or welfare, or injurious to other property within the area; and	proposed medical offices and adjacent property owners.
4. the granting of the variance constitutes a minimal departure from this Chapter; and	While the applicant is proposing to add 11 additional parking spaces, the minimum requirement is not being met.
5. the subject circumstances or conditions giving rise to the alleged hardship are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property; and	This variance would affect properties in the vicinity. The lack of parking for medical office is self-imposed. The applicant was aware of the issue during time of review.
6. Granting the variance is in harmony with the spirit, general purpose, and intent of this Chapter so that: <ul style="list-style-type: none"> <li>a. the public health, safety and welfare may be secured; and</li> <li>b. that substantial justice may be done.</li> </ul>	The granting of this variance is not in harmony with the spirit, general purpose, and intent of this chapter.

## Summary and Recommendation

Based on the above findings staff finds that the intent of the code is not being met and that the circumstances are self-imposed. Staff recommends **denial** of the variance.

With a denial of the variance, the applicant can still expand the parking area and utilize an additional 1,600 square feet of the building. The vacant suite could also be used as a storage area for businesses currently occupying the building. Additionally, the applicant could negotiate a shared parking agreement with the property owner to the south if it is ever developed.

At their meeting on July 26, 2023 the Planning & Zoning Commission voted unanimously to recommend denial of this variance request.

## 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 Variance request.

## Meetings Schedule

July 25, 2023 Planning & Zoning Commission

August 1, 2023 Board of Adjustments

## Attachments

Attachment 1 – Variance Application

Attachment 2 – Application Material

Recommended Action	Recommend denial of the requested variance
Alternatives/Options	Recommend approval of the variance with the condition that the additional parking must be constructed prior to the issuance of a certificate of occupancy for any additional suite.
Budget/Financial impact	N/A
Public comments	None received at this time

## Planning Department Staff Report

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Item # 3.

Enforcement Issues	N/A
Comprehensive Plan Element	N/A





Nygard & Company, LLC  
100 Commons Road, Suite 7 #339  
Dripping Springs, Texas 78620  
Phone: (512) 844-6871  
chris@nygardandcompany.com  
[www.nygardandcompany.com](http://www.nygardandcompany.com)

City of Dripping Springs  
511 Mercer Street  
Dripping Springs, Texas 78620

RE: 249 Sportsplex Drive

**Summary of Documents:**

- **Variance Application**
- **Project Summary**
- **Parking Study**
- **Existing Site Plan-47 parking spaces**
- **Revised/Updated Site Plan-58 parking spaces**
- **Tax Appraisal Certificate**
- **Lighting Ordinance Form w/ Pictures**



## CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com)

Item # 3.

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

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

#### CONTACT INFORMATION

PROPERTY OWNER NAME Chris Nygard  
STREET ADDRESS 249 Sportsplex Drive  
CITY Dripping Springs STATE TX ZIP CODE 78620  
PHONE 512.844.6871 EMAIL chris@nygardandcompany.com

APPLICANT NAME Chris Nygard  
COMPANY Intrepid Commercial Properties  
STREET ADDRESS 249 Sportsplex Drive  
CITY Dripping Springs STATE TX ZIP CODE 78620  
PHONE 512.844.6871 EMAIL chris@nygardandcompany.com

#### APPLICATION TYPE

☐ ALTERNATIVE STANDARD

☒ VARIANCE

☐ SPECIAL EXCEPTION

☐ WAIVER

## PROPERTY INFORMATION

PROJECT NAME	249 Sportsplex Drive/JWLP Lot 6
PROPERTY ADDRESS	249 Sportsplex Drive, Dripping Springs, TX 78620
CURRENT LEGAL DESCRIPTION	JWLP FAMILY, Lot 6, ACRES 1.293
TAX ID#	R162553
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION <input type="checkbox"/> HISTORIC DISTRICT OVERLAY

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

The site was originally permitted for office use, but has changed to medical use. The site plan has been revised and will add parking to offset the parking deficit.  
Zoning Ordinance Section 5.6.2

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

The hardship is that we are unable to complete the building due to the change of the parking ratio from office to medical. We are having a difficult time to add parking due to site constraints with the drainage easement at the front of the property.

- Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver:

The existing site has changed from office to medical and by the owner adding more parking as well as the variance for the 8 spaces, this will allow more medical space to be completed and utilized by the community instead of a partially vacant building.

**APPLICANT'S SIGNATURE**

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

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

  
Name

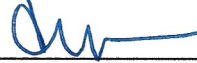
OWNER  
Title

STATE OF TEXAS §

§

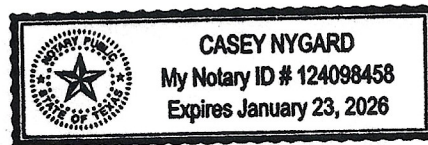
COUNTY OF HAYS §

This instrument was acknowledged before me on the 15<sup>th</sup> day of June, 2023 by Chris Nygard.

  
Notary Public, State of Texas

My Commission Expires: Jan. 23, 2026

Chris Nygard  
Name of Applicant





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

  
Applicant Signature

6-15-23  
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"/>	Application Fee ( <i>refer to Fee Schedule</i> )
		PDF/Digital Copies of all submitted documents
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>When submitting digital files, a cover sheet must be included outlining what digital contents are included.</b>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input type="checkbox"/>	Photographs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Map/Site Plan/Plan
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Architectural Elevations (if applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Description and reason for request ( <i>attach extra sheets if necessary</i> )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign - \$25
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Property Ownership-Tax Certificate or Deed
<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)



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Dripping Springs, Texas 78620  
Phone: (512) 844-6871  
chris@nygardandcompany.com  
[www.nygardandcompany.com](http://www.nygardandcompany.com)

City of Dripping Springs  
511 Mercer Street  
Dripping Springs, Texas 78620

RE: 249 Sportsplex Drive

City Staff,

Thank you for taking time out of your day to review our application for a parking variance. We are applying for a variance for 8 parking spaces that the site needs to be able to complete the building and satisfy the 1:200 parking ratio for medical use.

Currently the site has a 13,200-sf building with 47 parking spaces and with the site being used for medical purposes we need 66 parking spaces. We have revised the site plan and we intend on adding 11 spaces in the front of the property. This will give the site 58 parking spaces (1:228 parking ratio) and reduce the deficit, but it is still 8 spaces short. This is much better than having a deficit of 19 parking spaces and we hope that by adding the 11 spaces, this will satisfy the 1:200 parking ratio for the site. This will allow us to finish the building and create more medical space for the community.

Sincerely,

Chris Nygard

Nygard & Co/Intrepid Commercial Properties

512.844.6871

May 10, 2021

Chris Nygard  
Owner  
chris@nygardandcompany.com

**Sportsplex Office Building**  
**249 Sportsplex Drive, Drippings Springs, TX 78620**  
**Parking Analysis – Average Peak Parking Demand**

Chris:

As requested and based on square footages, programmed uses and exam room counts provided by Nygard and Company and Herron Design Studio Architecture, we offer the following parking analysis for the Sportsplex Office Building located in Drippings Springs, TX.

We reviewed the site plan and identified 47 available spaces for the Sportsplex Office Building. See attached site plan.

**METHODOLOGY**

We performed parking analysis for the proposed programmed use via various parking methods:

- Drippings Springs Code of Ordinances – gross square footage
- Dripping Springs Code of Ordinance - usable (demand generating) square footage
- Dripping Springs Code of Ordinance with Modal/Mixed Splits – gross square footage
- Urban Land Institute (ULI) Standard Parking Ratios – gross square footage
- Parking Industry (IPMI) Best Practices
- Demand Generator (Exam Rooms)/Employee Methodology

Our goal in performing these six (6) methods of parking analysis was to develop an average parking peak demand for the development.

The current proposed program is as follows below:

- Seton Medical – 5,410 Sq-Ft gross, 2,919 Sq-Ft useable
- Southwest Dermatology – 2,415 Sq-Ft gross, 1,658 Sq-Ft useable
- Body Balance Physical Therapy – 2,719 Sq-Ft gross, 2,259 Sq-Ft useable
- Suite D (open) – 1,795 Sq-Ft gross, 1,260 Sq-Ft useable

Gross square footage references the proposed program wall to wall area, the useable square footage references demand generating area such as exam rooms or nursing stations while excluding hallways, restrooms, breakrooms, etc.

Further, to perform our analysis we utilized standard shared use/modal splits for the development. While we recognize Dripping Springs does not have widespread mobility options, there are splits that can be recognized for missed appointments, employee travel/sick time, mobility splits (walk, drop-offs, carpools) and shared appointments (Seton patron visiting the Dermatologist). When part of the variables for analysis anywhere from a 5%-20% split was recognized and parking requirements adjusted (see calculations table below).

05/10/2021



Time of day splits were not considered since the programmed uses are similar in nature and have similar peak parking hours.

### **ANALYSIS / RECOMMENDATIONS**

SPORTSPLEX OFFICE BUILDING 249 Sportsplex Drive, Dripping Springs 78620				
<b>Parking Analysis - Average Parking Demand</b>				
Calculation Method	GSF / USF / Rooms	Modal / Shared / Other Split	Calculated Peak Parking Demand	Code Required Parking
Dripping Springs Ordinance	GSF	0%	66	66
Dripping Springs Ordinance	USF	0%	40	66
Dripping Springs Ordinance with Modal Splits	GSF	10%	60	66
ULI Standard Parking	GSF	20%	49	66
Parking Industry Best Practices	GSF	15%	45	66
Demand Generator/Employees	Exam Rooms	5%	48	66

As reflected in table above City of Dripping Springs parking ordinance requires 66 total parking spaces.

The remaining parking analysis parking calculations range from 40 – 60 parking spaces with four (4) out of the five (5) alternate analysis equating to less than 49 parking spaces (see corresponding calculation appendix sheets). When averaged the total recommended parking space count is 46 spaces.

During periods of special events, special considerations may be required to meet spike in parking demand to avoid both reality and perception of “no parking” on site. Arrangements with adjacent property owners could be engaged to offset any additional peak parking demand.


Given the current site plan provides 47 parking spaces, it is our opinion that the Sportsplex Office Building development will meet the average parking demand during normal operations. With normal operations defined as all exam rooms occupied and typical employee count on site.

### **CLARIFICATIONS**

The opinions, analysis and recommendations of this letter memo are based on current site plan configurations, programmed uses and current square footages. Any deviations, alterations, change of programmed use or other adjustments nullify the recommendations and opinions of this letter memo.

Please let me know if you have any questions.

Very truly yours,



Jeremy Rocha, P.E. (TX)

Senior Project Manager

05/10/2021

PROPOSED BUILDING  
FLOOR AREA 13,200 SF  
BLDG. HEIGHT 28'

LOT 5  
JUMP  
1.046 ACRES

SPORTS DRIVE (60' R.O.W.)  
VOLUME PAGE 217 P.R.H.C.T.

DIPPING SPRINGS MEDICAL CENTER, LLC  
(1.116 ACRES)

**ZONING**  
CS - COMMERCIAL SERVICES  
**IMPERVIOUS COVER REQUIREMENTS:**  
MAXIMUM IMPERVIOUS COVER (%) \* NET SITE AREA (sq ft) =  
TOTAL ALLOWABLE IMPERVIOUS COVER (sq ft)

1. CONCRETE CANT AND OUTRIG  
SEE DETAIL ON THE DETAIL SHEET
2. BASE OF CONCRETE PAVEMENT
3. HEAVY-DUTY CONCRETE PAVEMENT
4. LIGHT-DUTY CONCRETE PAVEMENT
5. NON-ADHESIVE FILL, PAVERING
6. SEE DETAIL ON THE DETAIL SHEET
7. F-BLOCK CONCRETE STRENGTH WALL
8. F-BLOCK CONCRETE STRENGTH WALL
9. DETAIL THE LANE SEPARATION PAVEMENT AT RIGHT ANGLES  
INTERFERE WITH THE DETAIL SHEET
10. DETAIL THE PAVING BELLOWS AT 22.5 INCHES  
DETAIL THE DETAIL SHEET
11. DETAIL F-BLOCK MOUNTED ROW FENCE AT RIGHT ANGLES  
DETAIL THE DETAIL SHEET
12. DETAIL APPROX. 23 IN. OF GUARDRAIL ALONG THE FENCE  
DETAIL THE DETAIL SHEET
13. DETAIL THE DETAIL SHEET

[illegible][illegible]

Civil Engineering - Entitlements - Surveying/Mapping  
7401 B. Highway 71 W, Suite 160  
Austin, Texas 78735, Phone: (512)-583-2600  
[www.doucefengineers.com](http://www.doucefengineers.com)  
Firm Registration Number: 3937

**JWLP LOT 6  
CONSTRUCTION PLAN  
DRIPPING SPRINGS, TEXAS**

9  
OF 23  
Project No:

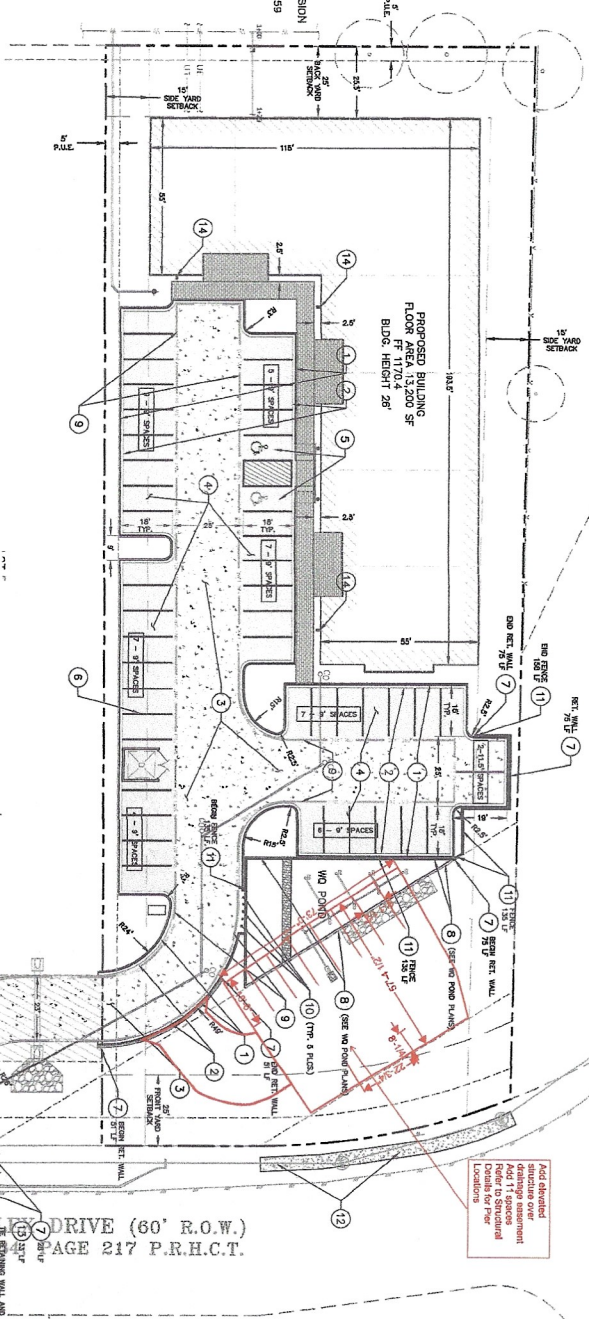
Designed SK	
Drawn GP	
Reviewed AD	
Date	APRIL 2019



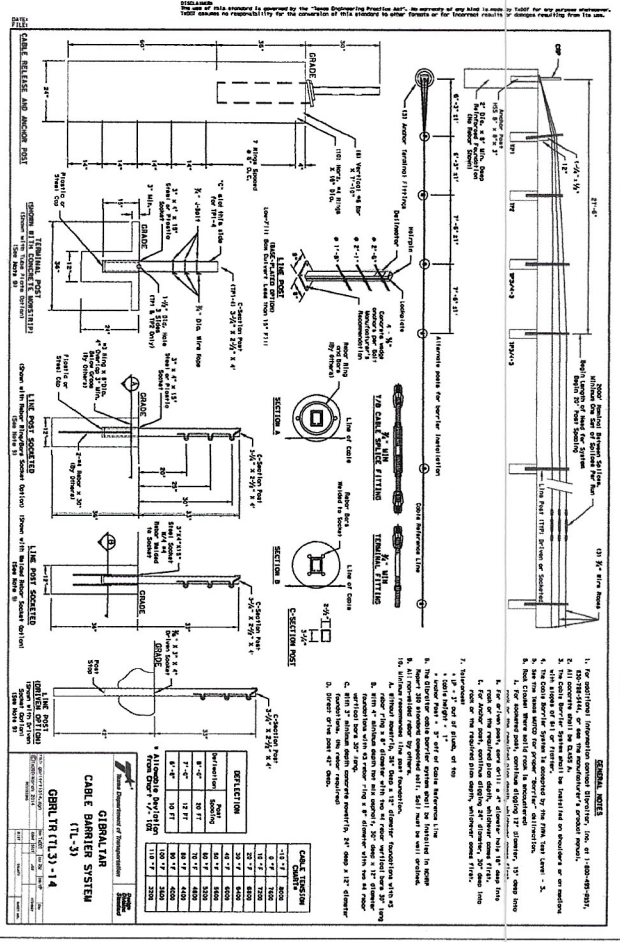


SPORTPLEX SUBDIVISION  
NUMBER THREE  
VOLUME 2, PAGE 59  
D. J. LUTCH  
LOT 3  
(2.274 ACRES)

DRIPPING SPRINGS MEDICAL CENTER, LLC  
LOT 3  
(1.118 ACRES)



SPORTPLEX DRIVE (60' R.O.W.)  
VOLUME 2, PAGE 217 P.R.H.C.T.



INTERIORS COVER CALCULATIONS	
AREA	(SQ)
BUILDING	12,400
PAVEMENT	2,340
SIDEWALK	1,780
TOTAL	16,520

ZONING	
CS - COMMERCIAL SERVICES	
INTERIORS COVER REQUIREMENTS:	
MAXIMUM INTERIORS COVER (%)	NET SITE AREA (sq ft) =
70%	16,520 sq ft
MAXIMUM INTERIORS COVER, CS	11,564 sq ft
NET SITE AREA	16,520 sq ft
TOTAL ALLOWABLE INTERIORS COVER	11,564 sq ft
PROPOSED INTERIORS COVER	12,400 sq ft
70%	11,564 sq ft

PAVING LEGEND	
1. ASPHALT DRIVE	CONCRETE DRIVE
2. ASPHALT DRIVE	CONCRETE DRIVE
3. ASPHALT DRIVE	CONCRETE DRIVE
4. ASPHALT DRIVE	CONCRETE DRIVE
5. ASPHALT DRIVE	CONCRETE DRIVE
6. ASPHALT DRIVE	CONCRETE DRIVE
7. ASPHALT DRIVE	CONCRETE DRIVE
8. ASPHALT DRIVE	CONCRETE DRIVE
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11. ASPHALT DRIVE	CONCRETE DRIVE
12. ASPHALT DRIVE	CONCRETE DRIVE
13. ASPHALT DRIVE	CONCRETE DRIVE
14. ASPHALT DRIVE	CONCRETE DRIVE

SITE LEGEND	
1. CONCRETE DRIVE	CONCRETE DRIVE
2. CONCRETE DRIVE	CONCRETE DRIVE
3. CONCRETE DRIVE	CONCRETE DRIVE
4. CONCRETE DRIVE	CONCRETE DRIVE
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12. CONCRETE DRIVE	CONCRETE DRIVE
13. CONCRETE DRIVE	CONCRETE DRIVE
14. CONCRETE DRIVE	CONCRETE DRIVE

LEGEND	
1. CONCRETE DRIVE	CONCRETE DRIVE
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11. CONCRETE DRIVE	CONCRETE DRIVE
12. CONCRETE DRIVE	CONCRETE DRIVE
13. CONCRETE DRIVE	CONCRETE DRIVE
14. CONCRETE DRIVE	CONCRETE DRIVE

JWLP LOT 6  
CONSTRUCTION PLAN  
DRIPPING SPRINGS, TEXAS

SITE PLAN

**DA DOUCET & ASSOCIATES**  
Civil Engineering - Entitlements - Surveying/Mapping  
7401 S. Highway 71 W, Suite 160  
Austin, Texas 78726, Phone: (512)-583-2600  
www.doucetengineers.com  
Firm Registration Number: 3937

Hays Central Appraisal District  
21001 IH 35, Kyle, TX 78640  
512-268-2522  
[www.hayscad.com](http://www.hayscad.com)

2023 NOTICE OF APPRAISED VALUE

This is NOT a Item # 3.

Date: 05/19/2023

QUICK REF#	R162553
STREET ADDRESS	249 SPORTSPLEX DR STE 200 DRIPPING SPRINGS TX 78620
PROPERTY DESCRIPTION	JWLP FAMILY, Lot 6, ACRES 1.293

INTREPID COMMERCIAL PROPERTIES LLC  
13080 FIELDSTONE LOOP  
AUSTIN TX 78737-9631

ONLINE PROTEST ID xxxxxxxxxx THIS ID WILL EXPIRE ON THE  
PROTEST DEADLINE OF: 06/20/2023



By scanning this QR code you will be taken to the Online Protest Filing Portal. This is the fastest and most efficient way to submit your Notice of Protest and have your appeal reviewed by HAYS CAD.

Dear Property Owner:

This is your Official 2023 Notice of Appraised Value for the account listed above. Hays Central Appraisal District (HAYSCAD) appraises all property in Hays County for property tax purposes. Your county, city, school district, and other local governments use the appraised value in calculating your property taxes. Property taxes support critical services such as schools, police and fire protection, street maintenance, and many others. The governing body of each taxing entity decides whether taxes on the property will increase, and the appraisal district only determines the property's value and administers exemptions.

By law, we must appraise property at market value as of January 1, 2023. Market value is the price for which it would have sold in the open market. You can find additional information about the appraised value, along with the details of your property, on our website at [www.hayscad.com](http://www.hayscad.com).

Shown below is your appraised value for 2023:

**2023 Market Value: 4,240,660**

**2023 Appraised Value: 4,240,660**

If your property qualifies as a residence homestead and your 2023 market value increased by more than 10%, your 2023 appraised value may be less than the market value.

On the back of this page, you will find a table detailing information about your appraised value, the taxing entities that tax your property, and any exemptions that have been applied to your property's appraised value. If your property is qualified as your residence homestead it is protected from future appraised value increases in excess of 10% of the appraised value of the property for the preceding tax year plus the value of any new improvements.

If you believe that the market value above is not accurate or if there are any errors relating to your property, you may file a protest with the Hays County Appraisal Review Board (ARB). To help you better navigate the protest process, we have included detailed information about protests and the ARB on the enclosed protest form, please read this important information in its entirety.

You may file a protest until 06/20/2023, or 30 days after the mailing of this letter, whichever is later.

Sincerely,  
Laura Raven, RPA  
Chief Appraiser

ARB Hearings Begin: 05/22/2023  
Location of ARB Hearings: 21001 IH 35, Kyle TX 78640





## LIGHTING ORDINANCE COMPLIANCE AGREEMENT

Property Address: 249 Sportsplex Drive, Dripping Springs, TX 78620

☒ Commercial

☐ Residential

Applicant's Name (and Business Name, if Applicable):

Intrepid Commercial Properties/Chris Nygard

Applicant's Address: 100 Commons Road, Ste 7 #339

Applicant's Email: chris@nygardandcompany.com

☐ **VOLUNTARY COMPLIANCE** with mitigation conditions:  
applying for a parking variance

☒ **MANDATORY COMPLIANCE:**  
**IF APPLYING FOR:**

☐ Conditional Use Permit

☐ Zoning Amendment Application

☐ Subdivision Approval

☐ Building Permit

☒ Site Development Permit

☐ Sign Permit

☐ Alcoholic Beverage Permit

☐ Food Establishment Permit

☐ On-Site Sewage Facility Permit

By applying for a **Conditional Use Permit, Zoning Amendment Application, Subdivision Approval, or Building Permit** for a major addition, all existing outdoor lighting shall be brought into conformance with the City of Dripping Spring's Lighting Ordinance (see Ch. 24, Sec 1, 24.06.005 in CODS Code of Ord.) before: final inspection, issuance of a certificate of occupancy, or final plot recordation.

Applicants receiving a permit for: **Site Development, Sign Permit** for externally or internally-illuminated outdoor sign, initial **Alcoholic Beverage Permit**, initial **Food Establishment Permit**, and **On-Site Sewage Facility Permit** shall have a maximum of 90 days from permit issuance to conform with the City of Dripping Spring's Lighting Ordinance (see Ch. 24, Sec 1, 24.06.005 in CODS Code of Ord.).

*-If existing lighting is nonconforming, plans for bringing the lighting into conformance are **required** to be attached to this agreement.*

*-If existing lighting is already in conformity with the lighting ordinance, photos of all on-site lighting are **required** to be attached to this agreement for verification.*

*By signing below, I acknowledge that I have read and agreed to these terms and conditions and accept responsibility for conforming to the above stated ordinance specifications:*

Chris Nygard  
Signature

6-15-2023

Date







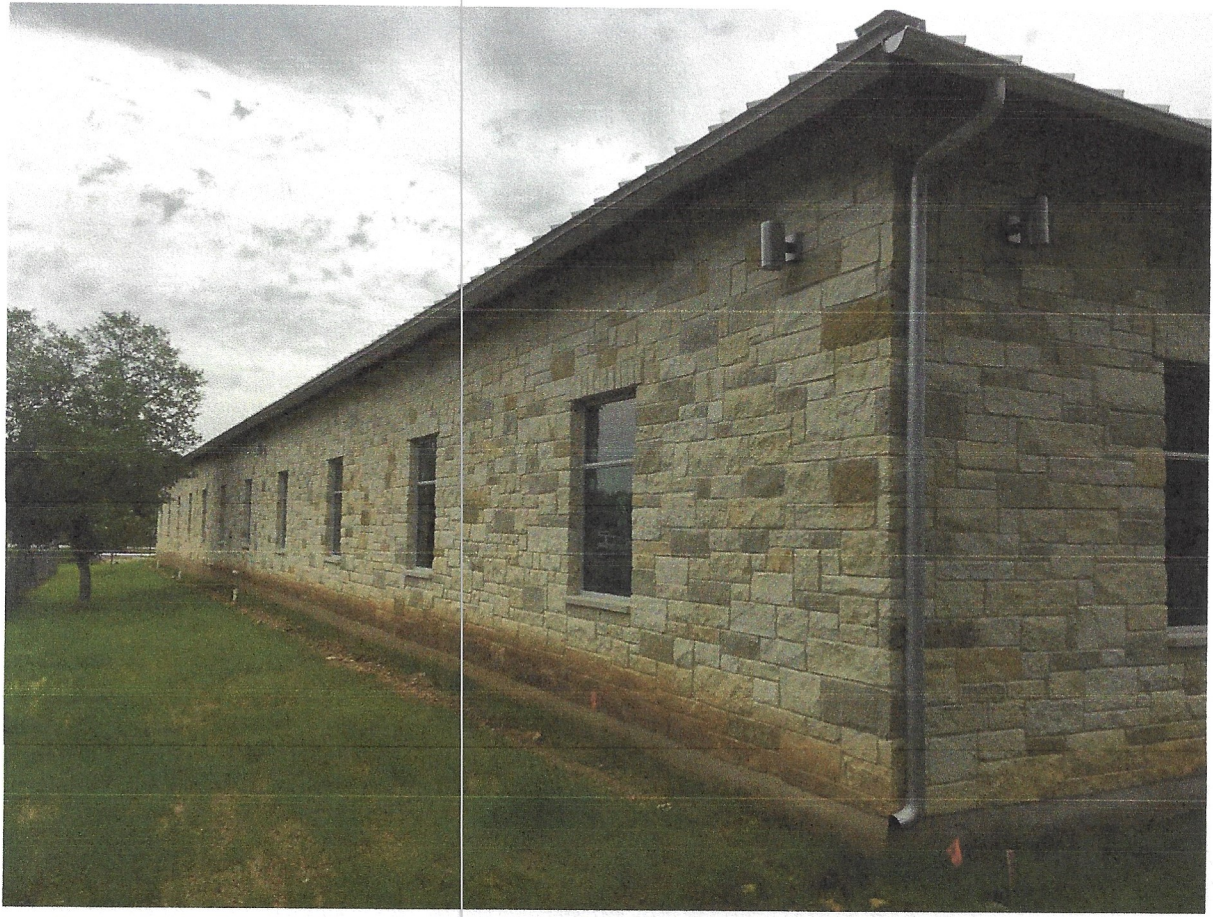














SITE PLAN NOTES	
1.	ALL DRIVES, SIDEWALKS, FLATWORK, UTILITIES, AND TOPOGRAPHY SHOWN ARE FOR REFERENCE ONLY. RE. CIVIL DRAWINGS FOR DIMENSIONS AND SPECIFICATIONS.
2.	RE. CIVIL DRAWINGS FOR SITE PARKING AND IMPERVIOUS COVER CALCULATIONS.

SITE PLAN LEGEND	
---	PROPERTY LINE
----	BUILDING SETBACKS & EASEMENTS
—WS—	PROPOSED WATER SUPPLY
—WWS—	PROPOSED WAST WATER SEWER
—U/G E—	PROPOSED UNDERGROUND ELECTRICAL
—D/T—	PROPOSED UNDERGROUND DATA AND TELEPHONE

PROJECT DIRECTORY	
OWNER:	INTREPID COMMERCIAL PROPERTIES, LLC 100 COMMONS RD., STE. 7 #339 DRIPPING SPRINGS, TEXAS 78620 CONTACT: CHRIS NYGARD - 512.884.6871
CIVIL ENGINEER:	DOUCET & ASSOCIATES 1290 WONDER WORLD DRIVE, SUITE 1220 SAN MARCOS TX 78666 CONTACT: ANDY DODSON, P.E. - 512.757.9127
ARCHITECT:	CHAGNON ARCHITECTURE, PLLC. 215 W. SAN ANTONIO ST., SUITE 2104 SAN MARCOS, TEXAS 78666 CONTACT: PAX CHAGNON, AIA - 512.757.9127
STRUCTURAL ENGINEER:	KLEIN & COPE ENGINEERING, INC. 8611 BOTT'S LANE SAN ANTONIO, TEXAS 78271 CONTACT: JIM BRYANT, P.E. - 830.828.7070
MEP ENGINEER:	RGM ENGINEERING, INC. 6243 IH 10, SUITE 501 SAN ANTONIO, TEXAS 78201 CONTACT: MIGUEL GARCIA, P.E. - 210.299.4522

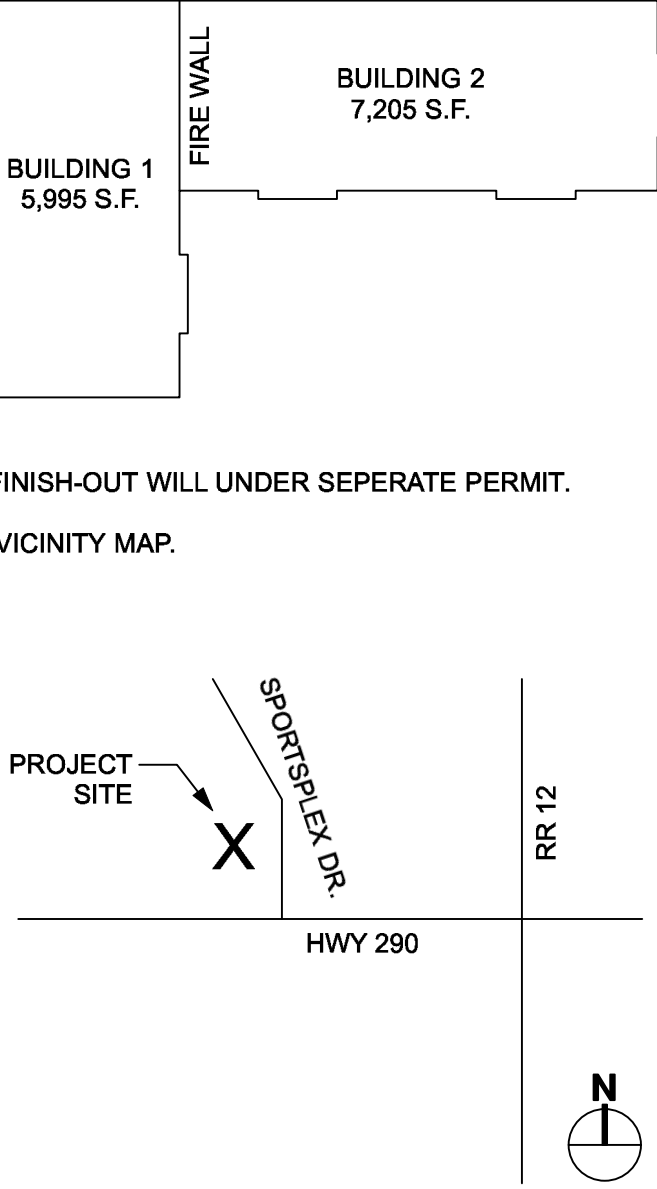
APPROVED

ZONING AND LOT INFORMATION			
LEGAL DESCRIPTION:			
LOT 6 - 1.293 AC.			
ZONING DISTRICT:			
CS DISTRICT - COMMERCIAL SERVICES DISTRICT			
LOT STANDARDS (SECTION 3.12.4):			
	REQD./ALLOWED	PROVIDED.	
MIN. FRONT YARD -	25 FT.	+/- 151 FT.	
MIN. REAR YARD -	25 FT.	25'-6"	
MIN. SIDE YARD -	15 FT.	15'-6" & 15'-8"	
MAX. BUILDING HEIGHT -	2 STOR/40 FT.	1 STOR./26 FT.	
MAX. IMPERVIOUS COVER -	70%	57.3%	
32,257 S.F. (IMPERV. AREA) / 56,323 S.F. (LOT AREA) = 57.3%			
GROSS FLOOR AREA -	50,000 S.F.	13,200 S.F.	
(OUTSIDE FACE OF STUD)			
PARKING SPACES -	44 SPACES	6 SPACES	
(SECTION 5.6.2, BUSINESS AND PROFESSIONAL OFFICE 13,200 S.F. @ 1 SPACE / 300 S.F.)			
ACCESSIBLE SPACES -	1 SPACES	2 SPACES	
(2012 IBC, TABLE 1106.1)			

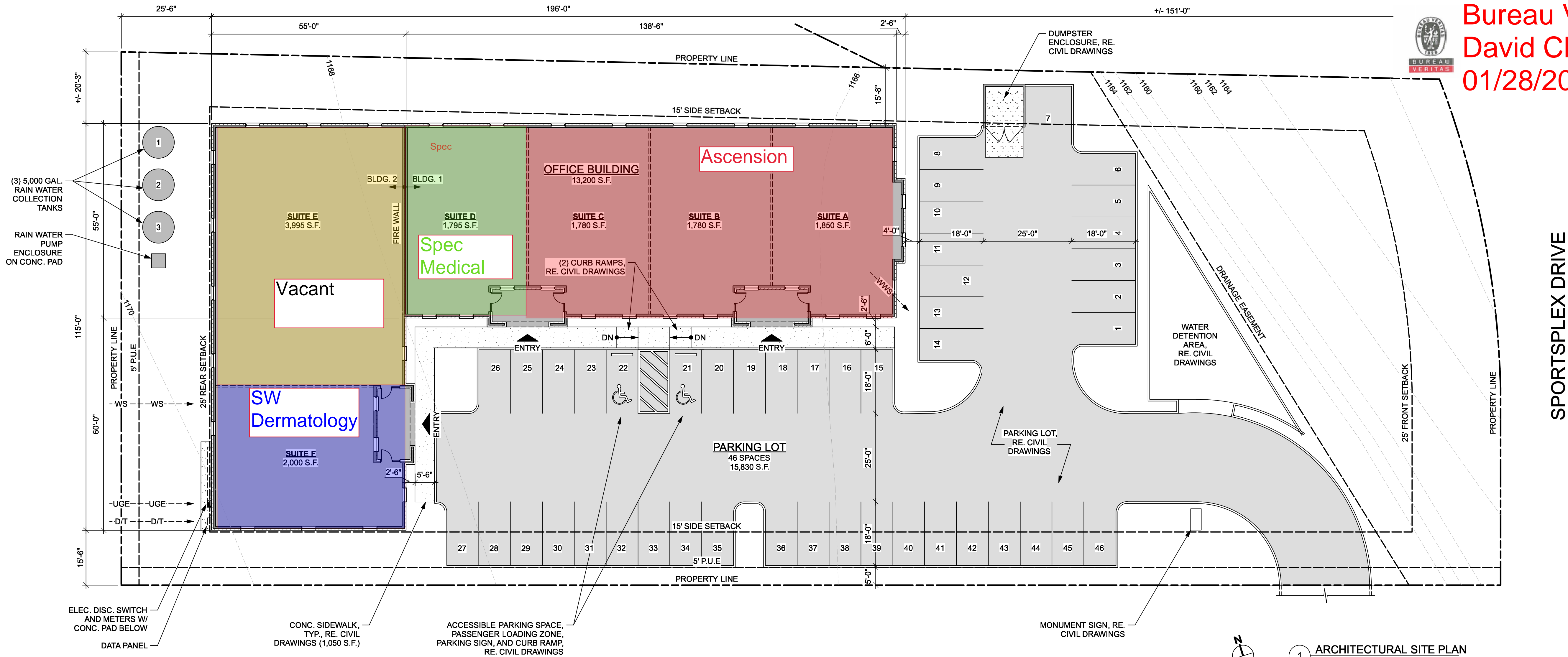
AREA CALCULATIONS	
FOUNDATION AREA	= 14,175 S.F.
BUILDING AREA (ENCLOSED)	= 13,200 S.F.
COVERED PORCH AREA	= 675 S.F.
ROOF AREA	= 15,385 S.F.

BUILDING CODE SUMMARY 2012 INTERNATIONAL BUILDING CODE	
OCCUPANCY GROUP: (BUSINESS)	B
CONSTRUCTION TYPE:	V-B
TOTAL OCCUPANCY:	NONE
AUTOMATIC FIRE SPRINKLER SYSTEM:	NO
ALLOWABLE BUILDING AREA: (PER TABLE 503)	9,000 S.F.
TOTAL BUILDING AREA (GROSS): (FIRE WALLS - PER SEC. 703, EACH PORTION OF A BUILDING SEPARATED BY ONE OR MORE FIRE WALLS SHALL BE CONSIDERED A SEPARATE BUILDING)	13,200 S.F.
BUILDING 1	5,995 S.F.
BUILDING 2	7,205 S.F.
ALLOWABLE BUILDING HEIGHT (TABLE 503):	40 FT.
ACTUAL BUILDING HEIGHT:	26 FT.

2012 TEXAS ACCESSIBILITY STANDARDS	
REVIEW BY GORDON LOVE, RAS #1373 SAN MARCOS, TEXAS - 512.392.3194	
TABS2019000236	

GENERAL PROJECT DESCRIPTION	
1. THIS PROJECT IS A NEW 13,200 S.F. STRUCTURE WHICH IS DEVIDED INTO TWO TYPE 5-B, SINGLE STORY BUILDINGS, AS ALLOWED IBC SEC. 706.1.	
	
2. FINISH-OUT WILL UNDER SEPERATE PERMIT.	
3. VICINITY MAP.	

SHEET INDEX	
ARCHITECTURAL SHEETS	
A0.0	ARCHITECTURAL SITE PLAN AND CODE SUMMARY
A0.1	SCHEDULES, WINDOW AND DOOR TYPES, ABBREVIATIONS, SYMBOLS, AND SPECIFICATIONS
A0.2	SPECIFICATIONS
A1.0	FLOOR PLAN
A1.1	ROOF PLAN
A2.0	BUILDING ELEVATIONS
A3.0	BUILDING SECTIONS
A4.0	WALL SECTIONS
A4.1	WALL SECTIONS
A4.2	WALL SECTIONS
A5.0	DETAILS
STRUCTURAL SHEETS	
S1.0	FOUNDATION LAYOUT
S2.0	FOUNDATION DETAILS AND FOUNDATION NOTES
S3.0	HEADER AND BEAM PLAN AND FRAMING NOTES
S4.0	FRAMING DETAILS
MECHANICAL SHEETS	
MEP101	MEP SITE PLAN
ELECTRICAL SHEETS	
E100	ELECTRICAL SYMBOLS AND ABBREVIATIONS
E101	ELECTRICAL FLOOR PLAN
E201	ONE-LINE DIAGRAM AND PANEL BOARD SCHEDULE
E301	ELECTRICAL DETAILS
E401	ELECTRICAL SPECIFICATIONS
PLUMBING SHEETS	
P100	PLUMBING SYMBOLS AND ABBREVIATIONS
P101	PLUMBING FLOOR PLAN
P201	PLUMBING SCHEDULES AND DETAILS
P301	PLUMBING SPECIFICATIONS



Bureau Veritas  
David Chulak  
01/28/2019

CHAGNON ARCHITECTURE, PLLC. 215 W. SAN ANTONIO ST., SUITE 2104 SAN MARCOS, TEXAS 78666 512.757.9127 www.chagnonarch.com pchagnon@chagnonarch.com	
SPORTSPLEX OFFICE BUILDING	
249 SPORTSPLEX DR., SUITE 200 DRIPPING SPRINGS, TEXAS 78620	
REV.	DATE
DESCRIPTION	DATE
ISSUE FOR CONSTRUCTION	12.05.2018
SITE PLAN	
SHEET NUMBER	
A0.0	

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**CITY COUNCIL**  
**WORKSHOP & REGULAR MEETING**  
**City of Dripping Springs**  
**Council Chambers, 511 Mercer St, Dripping Springs, TX**  
**Tuesday, July 18, 2023 at 6:00 PM**

## MINUTES

### CALL TO ORDER AND ROLL CALL

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 6:01 p.m.

**City Council Members present were:**

Mayor Bill Foulds, Jr.  
 Mayor Pro Tem Taline Manassian  
 Council Member Place 2 Wade King (*arrived @ 6:18 p.m.*)  
 Council Member Place 4 Travis Crow  
 Council Member Place 5 Sherrie Parks

**Council Member absent was:**

Council Member Place 3 Geoffrey Tahuahua

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

City Administrator Michelle Fischer  
 Deputy City Administrator Ginger Faught  
 Interim Deputy City Administrator Shawn Cox  
 People & Communications Director Lisa Sullivan  
 Deputy City Secretary Cathy Gieselman  
 IT Director Jason Weinstock  
 Parks & Community Services Director Andy Binz  
 DSRP Manager Emily Nelson  
 Special Counsel Marianne Landers Banks

### PLEDGE OF ALLEGIANCE

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

Mayor Foulds, Jr. took Items 2 and 3 out of order and returned to the Workshop after the Presentation of Citizens.

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## CITY COUNCIL

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### PRESENTATIONS

2. **Texas Hotel & Lodging Association Legislative Update**  
*Scott Joslove, President & CEO, Texas Hotel & Lodging Association*



Scott Joslove provided a Legislative Update and was available to address questions from City Council.

### **3. Brinson Benefits 2023-2024 Healthcare Plan Presentation**

Lisa Sullivan and Nick Love with Brinson Benefits gave a presentation which is on file.

### **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.*

Kevin Corlett and Monica Corlett spoke regarding safety concerns related to the closure of intersection at Golden Eagle and Shady Lane.

Ma'ayan Lif, Landscape Architect, spoke regarding concerns about topography issues and planning for development without consideration of topography.

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### **WORKSHOP**

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

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

Shawn Cox introduced the budget discussion and Andy Binz 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 July 5, 2023, City Council workshop and regular meeting minutes.**

### **5. Approval of the June 2023 City Treasurer's Report.**

### **6. Approval of a Resolution Appointing City Administrator Michelle Fischer to Place 4 of the Driftwood Economic Development Municipal Management Board of Directors.**

**Filed as Resolution No. 2023-R26**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 4 - 6. Council Member Parks seconded the motion which carried unanimously 4 to 0.

## BUSINESS AGENDA

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

Lisa Sullivan presented staff report which is on file. Staff recommends approval.

City Council directed staff to speak with the VFW and the Farmers Market and to bring this item to the Parks & Recreation Commission for consideration to ensure all are aware of what is proposed. No action was taken.

- 8. Discuss and consider approval of an Ordinance by the City of Dripping Springs Requesting a Speed Limit Change on RM 12 from South of Goodnight Trail to North of Event Center Drive to a prima facie maximum speed limit of fifty (50) miles per hour in both directions.** *Sponsor: Council Member Travis Crow*

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

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance by the City of Dripping Springs Requesting a Speed Limit Change on RM 12 from South of Goodnight Trail to North of Event Center Drive to a prima facie maximum speed limit of fifty (50) miles per hour in both directions. Council Member Crow seconded the motion, which carried unanimously 4 to 0.

**Filed as Ordinance No. 2023-22**

Staff requested postponement of Business Agenda Items 9 and 10 to the August 1, 2023, regular City Council meeting.

- 9. Discuss and Consider Approval of a Lease Agreement with AUC Group, LLC. for a Wastewater Plant Expansion at Arrowhead Ranch.** *Sponsor: Mayor Bill Foulds, Jr.*
- 10. Discuss and consider possible action regarding construction of the east interceptor related to the Line Extension Agreement with Gateway Village Subdivision.** *Sponsor: Mayor Bill Foulds, Jr.*

## REPORTS

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

Report is on file and available for review upon request.

### 11. Planning Department Report

A motion was made by Mayor Pro Tern Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney; 551.072, Deliberations about Real Property; and 551.074, Personnel Issues and regarding Executive Session Agenda Items 12, 14, and 15. Council Member Crow seconded the motion which carried unanimously 4 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.*

12. **Consultation with Attorney regarding settlement of litigation related to code enforcement and open government.** *Consultation with Attorney, 551.071*
13. **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, and related items.** *Consultation with Attorney, 551.071*
14. **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*
15. **Deliberation regarding the appointment, employment, evaluation, reassignment, compensation, 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, and Jason Weinstock.** *Deliberation of Personnel Matters, 551.074*

The City Council met in Executive Session from 7:50 p.m. – 8:27 p.m.

No vote or action was taken. Mayor Founds, Jr. returned the meeting to Open Session at 8:27 p.m.

## OPEN SESSION

A motion was made by Council Member Parks to consider Executive Session Agenda Items 12 and 14 in Open Session. Council Member Crow seconded the motion which carried unanimously 4 to 0.

12. **Consultation with Attorney regarding settlement of litigation related to code enforcement and open government.** *Consultation with Attorney, 551.071*

A motion was made by Council Member Parks to approve settlement with Bent Sky as presented in executive session with direction staff to finalize agreement; and to authorize the Mayor to execute agreement. Council Member Crow seconded the motion which carried unanimously 4 to 0.

- 14. 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*

A motion was made by Council Member Crow to authorize the Mayor and Deputy City Administrator to negotiate and finalize an agreement related to the Roger Hanks Parkway project, subject to the approval as to form of the City Attorney, and authorizing the Mayor to execute the agreement. Council Member King seconded the motion which carried unanimously 4 to 0.

## UPCOMING MEETINGS

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

August 1, 2023, at 6:00 p.m. (CC & BOA)

August 15, 2023, at 6:00 p.m. (CC)

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

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

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

July 20, 2023, Emergency Management Commission at 12:00 p.m.

July 24, 2023, Transportation Committee at 3:30 p.m.

July 25, 2023, Planning & Zoning Commission at 6:00 p.m.

August 2, 2023, DSRP Board at 11:00 a.m.

August 3, 2023, Historic Preservation Commission at 4:00 p.m.

## ADJOURN

A motion was made by Mayor Pro Tem Manassian to adjourn the meeting. Council Member King seconded the motion which carried unanimously 4 to 0.

This regular meeting adjourned at 8:29 p.m.

**APPROVED ON:** August 1, 2023

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary



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

**Submitted By:** Andrea Cunningham, City Secretary

**Council Meeting Date:** August 1, 2023

**Agenda Item Wording:** **Approval of the Reappointment of Kim Fernea, Becky Atkins, Melanie Fenelon and Whit Hanks, and the Appointment of Lucy Hanson to the Economic Development Committee for terms ending June 30, 2025; and, the Appointment of Kim Fernea as the Committee Chair for a term ending June 1, 2024.**

**Agenda Item Requestor:** Andrea Cunningham, City Secretary

**Summary/Background:** **EDC Member Responsibilities**

Section 2.04.037: 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 economic strategic plan that reflects the skills, creativity, vision, and cooperation of the committee, its members, and its advisors. After the final economic strategic plan is presented to city council, the committee will continue to advise the council on carrying out the plan. The city council may at a future date consider the economic strategic plan ready for revision or replacement, at which time the economic strategic plan drafting process described below will begin again.

**Member Selection**

Section 2.04.035(c): As vacancies occur, city staff will prepare a slate of nominees for city council consideration. The slate will include nominees from various citizen groups, including but not limited to historic preservationists, planners, park supporters, the business community, school districts, media, nonprofits, county representatives, and property owners. 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. City staff will endeavor to reflect a variety of interests and diverse points of view (current and future) in the list of committee nominees. The city council will approve, reject, or modify the list.

**Membership Requirements**

There are no membership requirements for this committee other than those listed in membership selection.

**Membership**

The committee will have 12 members, one of whom will be the committee chair appointed by the city council. 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. Subcommittees may invite input from non-committee members.

### **Officer Appointments**

The City Council shall appoint the Chair of the Committee and other officers may be appointed by the Committee as they see fit.

### **Current Members**

Member	Term	Residency	Citizen Group
<b>Kim Fernea, Chair</b>	<b>06/01/23</b>	<b>ETJ</b>	<b>Business Community</b>
Sherrie Parks	06/01/24	City	Council Member Place 5
Rex Baker	06/01/24	ETJ	Business Community
<b>VACANCY</b>	<b>06/01/23</b>	<b>NA</b>	<b>DSISD Representative</b>
<b>Dave Edwards</b>	<b>06/01/23</b>	<b>ETJ</b>	<b>Nonprofit</b>
<b>Melanie Fenelon</b>	<b>06/01/23</b>	<b>City</b>	<b>Property Owner</b>
<b>Whit Hanks</b>	<b>06/01/23</b>	<b>ETJ</b>	<b>Property Owner</b>
Susan Kimball	06/01/24	NA	Chamber of Commerce
John Kroll	06/01/24	City	Property Owner
Russell Collins	06/01/24	ETJ	Real Estate Developer
Robert Avera	06/01/24	NA	Business Community
<b>Keenan Smith</b>	<b>06/01/23</b>	<b>NA</b>	<b>Planner</b>
Jeff Nydegger <i>Advisory Member</i>	NA	NA	NA

### **Seat Expirations & Vacancies**

There are five (5) members with terms that expire June 1, 2023, and one (1) current vacancy for a DSISD representative with a term ending June 1, 2024.

- Chair Kim Fernea, Business Community
- Becky Atkins, Business Community
- Melanie Fenelon, Property Owner
- Whit Hanks, Property Owner
- Keenan Smith, Planner
- VACANCY, DSISD Representative



**Applicants**

Current members with seat expirations were notified April 4, 2023, with a response deadline of May 1, 2023. Public notice of application submission deadline was posted in the Century News April 14, 2023, with a submission deadline of May 12, 2023. All current members, with the exception of Keenan Smith, requested reappointment, and two (2) applications were received.

**Slate of Candidates**

Name	Residency	Status	Citizen Group
Kim Fernea, Chair	ETJ	Current Member	Business Community
Becky Atkins	ETJ	Current Member	Business Community
Melanie Fenelon	City	Current Member	Property Owner
Whit Hanks	ETJ	Current Member	Property Owner
Lucy Hanson	ETJ	Applicant	DSISD Representative
VACANCY			

**Committee Chair  
Recommendations:**

Committee Chair Kim Fernea recommends approval of reappointments and the appointment of Lucy Hanson as the DSISD Representative. At this time she is working on filling the vacancy and will review applications as they are filed.

**Recommended  
Council Actions:**

Staff recommends approval of the reappointment of Kim Fernea, Becky Atkins, Melanie Fenelon and Whit Hanks, and the appointment of Lucy Hanson.

**Attachments:**

1. Reappointment Requests
2. Lucy Hanson Application
3. Keenan Smith Resignation

**Next Steps/Schedule:**

1. Inform applicants of Council decision
2. Update roster and website
3. Send welcome letter and calendar invites
4. Introduction email to Committee



# City of Dripping Springs

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

## Agenda Item Report from: Laura Mueller – City Attorney

Council Meeting Date:	August 1, 2023												
Agenda Item Wording:	<b>Approval of a Resolution of the City of Dripping Springs Consenting to the Issuance of Bonds by Headwaters Municipal Utility District of Hays County.</b> <i>Applicant: Chris Lane, SAMCO Capital</i>												
Agenda Item Requestor:	Applicant: Chris Lane, SAMCO Capital												
<p><b>Summary/Background:</b></p> <p>Headwaters is a Municipal Utility District to which the City consented to the creation. The majority of the MUD is in the ETJ but the commercial portion of the district is in the City Limits. The MUD is required to get the City's consent to all bond issuances, although the City has narrow discretion in denying the issuance.</p> <p><b>Resolution</b></p> <p>Consents to the issuance of bonds in the amount of thirty-five million dollars (\$35,000,000) for water, sewer, and drainage system facilities ("Series 2023 Bonds").</p> <p>Number of Active Connections as of July 1, 2023:</p> <table> <tr> <td>Total Developed Single Family Lots.....</td><td>1000</td></tr> <tr> <td>Single Family Homes– Completed &amp; Occupied.....</td><td>645</td></tr> <tr> <td>Single Family Homes – Completed &amp; Unoccupied.....</td><td>0</td></tr> <tr> <td>Single Family Homes – Under Construction.....</td><td>59</td></tr> <tr> <td>Single Family – Vacant Developed Lots.....</td><td>296</td></tr> <tr> <td>Estimated Population as of October 1, 2022.....</td><td>2,258 (g)</td></tr> </table> <p>(g) Based upon 3.5 residents per completed and occupied single family home.</p> <p>HOMEBUILDERS....As of July 1, 2023, there are currently several homebuilders in the District, including David Weekley Homes, Taylor Morrison Homes, Ashton Woods and Newmark Homes. The homes generally range in price from approximately \$600,000 to \$1,100,000.</p> <p>Last year's tax rate was \$.0.90 cents. The current outstanding debt is \$33,235,000. The value of the entire development is \$504,272,856.</p> <p>The City may only disapprove of bonds if the landowners or the District are in material breach of the Consent Agreement.</p>		Total Developed Single Family Lots.....	1000	Single Family Homes– Completed & Occupied.....	645	Single Family Homes – Completed & Unoccupied.....	0	Single Family Homes – Under Construction.....	59	Single Family – Vacant Developed Lots.....	296	Estimated Population as of October 1, 2022.....	2,258 (g)
Total Developed Single Family Lots.....	1000												
Single Family Homes– Completed & Occupied.....	645												
Single Family Homes – Completed & Unoccupied.....	0												
Single Family Homes – Under Construction.....	59												
Single Family – Vacant Developed Lots.....	296												
Estimated Population as of October 1, 2022.....	2,258 (g)												

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<b>Commission Recommendations:</b>	N/A
<b>Actions by Other Jurisdictions/Entities:</b>	N/A
<b>Previous Action:</b>	The City has consented to previous bond issuances.
<b>Recommended P&amp;Z Action:</b>	Staff recommends approval.
<b>Alternatives/Options:</b>	N/A
<b>Attachments:</b>	N/A
<b>Related Documents at City Hall:</b>	N/A
<b>Public Notice Process:</b>	N/A
<b>Public Comments:</b>	N/A
<b>Next Step/Schedule:</b>	Once approved, the bonds will go to TCEQ to be reviewed, If approved by the TCEQ, they will be issued.



## CITY OF DRIPPING SPRINGS

### RESOLUTION No. 2023-R\_\_

#### A RESOLUTION OF THE CITY OF DRIPPING SPRINGS CONSENTING TO THE ISSUANCE OF BONDS BY HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY

- WHEREAS,** Headwaters Municipal Utility District of Hays County (the "District") is a conservation and reclamation district, a body corporate and politic and governmental agency of the State of Texas, created under Article XVI, Sec. 59 of the Texas Constitution by order of the Texas Commission on Environmental Quality, and the District operates under Chapters 49 and 54 of the Texas Water Code, as amended; and
- WHEREAS,** the District, Headwaters Development Company, the Townes Family Trust and the City of Dripping Springs entered into that certain "Agreement Concerning Creation and Operation of Headwaters Municipal Utility District" dated to be effective February 8, 2005, as subsequently amended by that certain "First Amendment to Agreement Concerning Creation and Operation of Headwaters Municipal Utility District" dated June 10, 2008; that certain "Second Amendment to Agreement Concerning Creation and Operation of Headwaters Municipal Utility District" last executed on February 3, 2015; and that certain "Third Amendment to Agreement Concerning Creation and Operation of Headwaters Municipal Utility District" last executed on May 29, 2020 (collectively, the "Consent Agreement"); and
- WHEREAS,** among other matters, the Consent Agreement provides that all bonds of the District shall be approved by the City Council of the City of Dripping Springs prior to issuance; and
- WHEREAS,** on November 6, 2007, the registered voters within the District authorized the issuance of water, sewer, and drainage system facilities bonds by the District in a maximum amount not to exceed \$64,700,000 and the levy of a tax for payment of debt service on such bonds; and
- WHEREAS,** the District now desires to proceed with the issuance of its water, sewer, and drainage facilities system bonds in a principal amount not to exceed \$35,000,000 in order to finance costs of the District's water, wastewater and drainage systems, impact fees, operational costs, and to pay costs of issuance of the bonds (the "Bonds"); and
- WHEREAS,** the Bonds will be obligations solely of the District, and the City of Dripping Springs will not be responsible for payment of the Bonds.

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

- Section 1.** This meeting of the City Council of the City of Dripping Springs has been properly posted in accordance with the Texas Open Meetings Act.
- Section 2.** The City Council of the City of Dripping Springs hereby approves the issuance by the District of the Bonds in a par amount not to exceed \$35,000,000.
- Section 3.** This Resolution shall be effective upon the date of its approval.

**PASSED & APPROVED this, the 1<sup>st</sup> day of August 2023, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary

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# Assessment Roll Grand Totals Report

Tax Year: 2023 As of: Certification

MHDW - HEADWATERS MUD (ARB Approved Totals)

Number of Properties: 902

## Land Totals

Land - Homesite	(+)	\$91,597,990		
Land - Non Homesite	(+)	\$74,774,396		
Land - Ag Market	(+)	\$50,879,420		
Land - Timber Market	(+)	\$0		
Land - Exempt Ag/Timber Market	(+)	\$0		
<b>Total Land Market Value</b>	<b>(=)</b>	<b>\$217,251,806</b>	<b>(+)</b>	<b>\$217,251,806</b>

## Improvement Totals

Improvements - Homesite	(+)	\$359,776,718		
Improvements - Non Homesite	(+)	\$38,626,825		
<b>Total Improvements</b>	<b>(=)</b>	<b>\$398,403,543</b>	<b>(+)</b>	<b>\$398,403,543</b>

## Other Totals

Personal Property (14)		\$937,726	(+)	\$937,726
Minerals (0)		\$0	(+)	\$0
Autos (0)		\$0	(+)	\$0
<b>Total Market Value</b>			<b>(=)</b>	<b>\$616,593,075</b>
<b>Total Homestead Cap Adjustment (275)</b>				<b>(-) \$45,279,469</b>
<b>Total Exempt Property (25)</b>				<b>(-) \$25,472,100</b>

## Productivity Totals

Total Productivity Market (Non Exempt)	(+)	\$50,879,420		
Ag Use (14)	(-)	\$73,850		
Timber Use (0)	(-)	\$0		
<b>Total Productivity Loss</b>	<b>(=)</b>	<b>\$50,805,570</b>	<b>(-)</b>	<b>\$50,805,570</b>
<b>Total Assessed</b>			<b>(=)</b>	<b>\$495,035,936</b>

## Exemptions

(HS Assd 271,117,799 )

(HS) Homestead Local (418)	(+)	\$0		
(HS) Homestead State (418)	(+)	\$0		
(O65) Over 65 Local (55)	(+)	\$0		
(O65) Over 65 State (55)	(+)	\$0		
(DP) Disabled Persons Local (3)	(+)	\$0		
(DP) Disabled Persons State (3)	(+)	\$0		
(DV) Disabled Vet (11)	(+)	\$109,500		
(DVX) Disabled Vet 100% (9)	(+)	\$6,046,071		
(SOL) Solar (2)	(+)	\$16,169		
(AUTO) Lease Vehicles Ex (1)	(+)	\$702,048		
<b>Total Exemptions</b>	<b>(=)</b>	<b>\$6,873,788</b>	<b>(-)</b>	<b>\$6,873,788</b>
<b>Net Taxable (Before Freeze)</b>			<b>(=)</b>	<b>\$488,162,148</b>

# Assessment Roll Grand Totals Report

Tax Year: 2023 As of: Certification

MHDW - HEADWATERS MUD (Under ARB Review Totals)

Number of Properties: 32

## Land Totals

Land - Homesite	(+)	\$4,015,930		
Land - Non Homesite	(+)	\$158,420		
Land - Ag Market	(+)	\$0		
Land - Timber Market	(+)	\$0		
Land - Exempt Ag/Timber Market	(+)	\$0		
<b>Total Land Market Value</b>	<b>(=)</b>	<b>\$4,174,350</b>	<b>(+)</b>	<b>\$4,174,350</b>

## Improvement Totals

Improvements - Homesite	(+)	\$17,221,540		
Improvements - Non Homesite	(+)	\$473,900		
<b>Total Improvements</b>	<b>(=)</b>	<b>\$17,695,440</b>	<b>(+)</b>	<b>\$17,695,440</b>

## Other Totals

Personal Property (5)		\$103,392	(+)	\$103,392
Minerals (0)		\$0	(+)	\$0
Autos (0)		\$0	(+)	\$0
<b>Total Market Value</b>			<b>(=)</b>	<b>\$21,973,182</b>
<b>Total Homestead Cap Adjustment (13)</b>				<b>(-)</b>
<b>Total Exempt Property (0)</b>				<b>(-)</b>

## Productivity Totals

Total Productivity Market (Non Exempt)	(+)	\$0		
Ag Use (0)	(-)	\$0		
Timber Use (0)	(-)	\$0		
<b>Total Productivity Loss</b>	<b>(=)</b>	<b>\$0</b>	<b>(-)</b>	<b>\$0</b>
<b>Total Assessed</b>			<b>(=)</b>	<b>\$18,953,774</b>

## Exemptions

(HS Assd 13,707,742 )

(HS) Homestead Local (20)	(+)	\$0		
(HS) Homestead State (20)	(+)	\$0		
(O65) Over 65 Local (1)	(+)	\$0		
(O65) Over 65 State (1)	(+)	\$0		
<b>Total Exemptions</b>	<b>(=)</b>	<b>\$0</b>	<b>(-)</b>	<b>\$0</b>
<b>Net Taxable (Before Freeze)</b>			<b>(=)</b>	<b>\$18,953,774</b>

# Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Approved)

As Of: Certification

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Item # 6.

## BREAKDOWN OF APPRAISED VALUE

PROPERTY USE CATEGORY	PRIOR NO. OF UNITS OR ACCOUNTS	NO. OF UNITS OR PRIOR APPRAISED VALUE ACCOUNTS	APPRAISED VALUE
A: REAL, RESIDENTIAL, SINGLE-FAMILY	427	596	\$441,227,741
B: REAL, RESIDENTIAL, MULTI-FAMILY	1	1	\$26,305,012
C: REAL, VACANT PLATTED LOTS/TRACTS	132	134	\$28,325,006
D: REAL, ACREAGE ( LAND ONLY)	610.03 (ACRES)	505.47 (ACRES)	\$50,879,420
E: REAL, FARM AND RANCH IMPROVEMENT	2	2	\$5,286,630
F: REAL, COMMERCIAL AND INDUSTRIAL	4	4	\$4,689,250
G: REAL, OIL, GAS, AND OTHER MINERAL RESERVES	0	0	\$0
H: TANGIBLE PERSONAL, VEHICLES	0	0	\$0
I: REAL & INTANGIBLE PERSONAL, BANKS	0	0	\$0
J: REAL & INTANGIBLE PERSONAL, UTILITIES	0	0	\$0
L: TANGIBLE PERSONAL, BUSINESS	15	13	\$235,678
M: TANGIBLE PERSONAL, OTHER	0	0	\$0
N: INTANGIBLE PERSONAL	0	0	\$0
O: REAL, INVENTORY	163	132	\$33,470,190
X: EXEMPT	1	1	\$702,048
S: SPECIAL INVENTORY	0	0	\$0
ERROR:	0	0	\$0
TOTAL APPRAISED VALUE			\$591,120,975
TOTAL EXEMPT PROPERTY	25	25	\$25,472,100
TOTAL MARKET VALUE ON ROLL TOTALS PAGE			\$616,593,075
ADJUSTMENT FOR EXCEPTIONS, INCLUDING SPLIT JURISDICTIONS AND PARTIAL HS			-\$199,115,975

Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Approved)

As Of: Certification

7/20/2023 Page: 2  
HAYSCAD

CATEGORY A: REAL, RESIDENTIAL, SINGLE-FAMILY

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
A1	427	596	A1-Residential (sf, 5 Ac Or Less)	\$295,821,295	\$441,227,741
	427	596		\$295,821,295	\$441,227,741



# Comptrollers Audit Report

**Location: Appraisal**

Tax Year: 2023

**Taxing Units: MHDW(ARB Approved)**

**As Of: Certification**

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HAYSCAD

CATEGORY B: REAL, RESIDENTIAL, MULTI-FAMILY					
SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
B1	1	1	B1-Multi Family (> 4-plex)	\$24,160,330	\$26,305,012
	1	1		\$24,160,330	\$26,305,012

# Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Approved)

As Of: Certification

7/20/2023 Page: 4  
HAYSCAD

CATEGORY C: REAL, VACANT PLATTED LOTS / TRACTS

SPTB CODE	Type	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
C1	A1	1	1	A1-Residential	\$134,250	\$158,420
C1	C1	123	122	C1-Vac Platted - 5.00 Ac Or Less	\$12,367,690	\$15,695,906
C1A	C1A	5	7	C1A - Vac Platted - Commercial	\$2,988,570	\$9,224,930
C3	C3	3	4	C3-Vac Platted > 5 Ac	\$2,755,830	\$3,245,750
					-----	-----
					132	134
					-----	-----
					\$18,246,340	\$28,325,006

Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Approved)

As Of: Certification

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HAYSCAD

CATEGORY D: LAND APPROVED UNDER ARTICLE VIII 1-D

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

# Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

As Of: Certification

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HAYSCAD

Taxing Units: MHDW(ARB Approved)

CATEGORY D: LAND APPROVED UNDER ARTICLE VIII 1-D-1

SPTB CODE	TYPE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR ACRES	ACRES	PRIOR MARKET VALUE	MARKET VALUE	PRIOR PROD. VALUE	PROD. VALUE
D1	WLM-NPG	11	14	WILDLIFE MGMT-NATIVE PASTURE GOOD	610.03	505.47	\$48,376,720	\$50,879,420	\$81,330	\$73,850
					610.03	505.47	\$48,376,720	\$50,879,420	\$81,330	\$73,850

Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Approved)

As Of: Certification

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HAYSCAD

CATEGORY D: OTHER LAND IN CATEGORY D

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0



# Comptrollers Audit Report

**Location: Appraisal**

Tax Year: 2023

**Taxing Units: MHDW(ARB Approved)**

**As Of: Certification**

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HAYSCAD

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
E5	2	2	E5-Rural Land Not Qualified for Open-space Appraisal > 5 AC	\$1,950,310	\$5,286,630
		2		\$1,950,310	\$5,286,630

# Comptrollers Audit Report

**Location: Appraisal**

Tax Year: 2023

**Taxing Units: MHDW(ARB Approved)**

**As Of: Certification**

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HAYSCAD

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
F1	4	4	F1-Commercial - Real Property	\$4,104,470	\$4,689,250
		4		\$4,104,470	\$4,689,250

Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Approved)

As Of: Certification

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HAYSCAD

CATEGORY G: REAL, GAS, AND OTHER MINERALS

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Approved)

As Of: Certification

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HAYSCAD

CATEGORY H: TANGIBLE PERSONAL, VEHICLES

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Approved)

As Of: Certification

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HAYSCAD

CATEGORY I: REAL & INTANGIBLE PERSONAL, BANKS

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0



Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Approved)

As Of: Certification

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HAYSCAD

CATEGORY J: REAL & INTANGIBLE PERSONAL, UTILITIES

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

# Comptrollers Audit Report

**Location: Appraisal**

Tax Year: 2023

**Taxing Units: MHDW(ARB Approved)**

**As Of: Certification**

7/20/2023

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HAYSCAD

CATEGORY L: TANGIBLE PERSONAL, BUSINESS				
SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	
L1	3	3	L1-Commercial - Personal Property	
L3	12	10	L3-Comm - Pp (lease Equip & Autos)	
		-----		
	15	13		
	-----			
			PRIOR MARKET VALUE	MARKET VALUE
			\$102,379	\$73,441
			\$167,611	\$162,237
		-----		
			\$269,990	\$235,678

Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Approved)

As Of: Certification

7/20/2023 Page: 15  
HAYSCAD

CATEGORY M: TANGIBLE PERSONAL, OTHER

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Approved)

As Of: Certification

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HAYSCAD

7/20/2023

CATEGORY N: INTANGIBLE PERSONAL

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

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HAYSCAD

CATEGORY O: REAL, INVENTORY					
SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
O1	140	89	O1-REAL INVENTORY - VAC 5.00 AC OR LESS	\$13,311,140	\$10,574,090
O2	23	43	O2-REAL INVENTORY - IMPT 5.00 AC OR LESS	\$9,677,427	\$22,896,100
		-----		-----	-----
		163	132	\$22,988,567	\$33,470,190



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CATEGORY S: SPECIAL INVENTORY

DESCRIPTION

NUMBER

PRIOR NUMBER

MARKET VALUE

PRIOR MARKET VALUE

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0

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0

-----  
\$0

-----  
\$0

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		CATEGORY X: EXEMPT			
SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
XN-11.252	1	1	XN-11.252 - Motor Vehicles leased for personal use	\$219,718	\$702,048
		1		\$219,718	\$702,048

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PROPERTY USE CATEGORY	BREAKDOWN OF EXEMPT VALUE			APPROAISED VALUE
	PRIOR NO. OF UNITS OR ACCOUNTS	NO. OF UNITS OR ACCOUNTS	NO. OF UNITS OR PRIOR APPRAISED VALUE	
A: REAL, RESIDENTIAL, SINGLE-FAMILY	0	0	\$0	\$0
B: REAL, RESIDENTIAL, MULTI-FAMILY	0	0	\$0	\$0
C: REAL, VACANT PLATTED LOTS/TRACTS	0	0	\$0	\$0
D: REAL, ACREAGE ( LAND ONLY)	29.74 (ACRES)	0.00 (ACRES)	\$3,026,970	\$0
E: REAL, FARM AND RANCH IMPROVEMENT	0	0	\$0	\$0
F: REAL, COMMERCIAL AND INDUSTRIAL	0	0	\$0	\$0
G: REAL, OIL, GAS, AND OTHER MINERAL RESERVES	0	0	\$0	\$0
H: TANGIBLE PERSONAL, VEHICLES	0	0	\$0	\$0
I: REAL & INTANGIBLE PERSONAL, BANKS	0	0	\$0	\$0
J: REAL & INTANGIBLE PERSONAL, UTILITIES	0	0	\$0	\$0
L: TANGIBLE PERSONAL, BUSINESS	0	0	\$0	\$0
M: TANGIBLE PERSONAL, OTHER	0	0	\$0	\$0
N: INTANGIBLE PERSONAL	0	0	\$0	\$0
O: REAL, INVENTORY	0	0	\$0	\$0
X: EXEMPT	22	25	\$7,648,100	\$25,472,100
S: SPECIAL INVENTORY	0	0	\$0	\$0
ERROR:	0	0	\$0	\$0
TOTAL APPRAISED VALUE	25	25	\$10,675,070	\$25,472,100
TOTAL EXEMPT PROPERTY VALUE ON ROLL TOTALS PAGE				\$25,472,100

**Comptrollers Audit Report**

Location: Appraisal      Tax Year: 2023

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Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

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CATEGORY X: EXEMPT			
SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION
XJ-11.21	1	1	XJ-11.21 - Private schools
XV	21	24	XV - Other Exemptions, Public prop, Religious, Charitable Org
		22	
		25	

PRIOR MARKET VALUE	MARKET VALUE
\$4,794,230	\$5,657,200
\$2,853,870	\$19,814,900
\$7,648,100	\$25,472,100

# Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Under Review)

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## BREAKDOWN OF APPRAISED VALUE

PROPERTY USE CATEGORY	PRIOR NO. OF UNITS OR ACCOUNTS	NO. OF UNITS OR PRIOR APPRAISED VALUE ACCOUNTS	APPRAISED VALUE
A: REAL, RESIDENTIAL, SINGLE-FAMILY	0	27	\$21,869,790
B: REAL, RESIDENTIAL, MULTI-FAMILY	0	0	\$0
C: REAL, VACANT PLATTED LOTS/TRACTS	0	0	\$0
D: REAL, ACREAGE ( LAND ONLY)	0.00 (ACRES)	0.00 (ACRES)	\$0
E: REAL, FARM AND RANCH IMPROVEMENT	0	0	\$0
F: REAL, COMMERCIAL AND INDUSTRIAL	0	0	\$0
G: REAL, OIL, GAS, AND OTHER MINERAL RESERVES	0	0	\$0
H: TANGIBLE PERSONAL, VEHICLES	0	0	\$0
I: REAL & INTANGIBLE PERSONAL, BANKS	0	0	\$0
J: REAL & INTANGIBLE PERSONAL, UTILITIES	0	0	\$0
L: TANGIBLE PERSONAL, BUSINESS	2	5	\$35,409
M: TANGIBLE PERSONAL, OTHER	0	0	\$0
N: INTANGIBLE PERSONAL	0	0	\$0
O: REAL, INVENTORY	0	0	\$0
X: EXEMPT	0	0	\$0
S: SPECIAL INVENTORY	0	0	\$0
ERROR:	0	0	\$0
TOTAL APPRAISED VALUE			\$21,973,182
TOTAL EXEMPT PROPERTY	0	0	\$0
TOTAL MARKET VALUE ON ROLL TOTALS PAGE			\$21,973,182
ADJUSTMENT FOR EXCEPTIONS, INCLUDING SPLIT JURISDICTIONS AND PARTIAL HS			\$2,852,560

# Comptrollers Audit Report

**Location: Appraisal**

**Tax Year: 2023**

**Taxing Units: MHDW(ARB Under Review)**

**As Of: Certification**

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HAYSCAD

CATEGORY A: REAL, RESIDENTIAL, SINGLE-FAMILY					
SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
A1	0	27	A1-Residential (sf, 5 Ac Or Less)	\$0	\$21,869,790
	0	27		\$0	\$21,869,790



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HAYSCAD

CATEGORY B: REAL, RESIDENTIAL, MULTI-FAMILY

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

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HAYSCAD

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CATEGORY C: REAL, VACANT PLATTED LOTS / TRACTS

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

Comptrollers Audit Report

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HAYSCAD

CATEGORY D: LAND APPROVED UNDER ARTICLE VIII 1-D

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

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CATEGORY D: LAND APPROVED UNDER ARTICLE VIII 1-D-1

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

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CATEGORY D: OTHER LAND IN CATEGORY D

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

Comptrollers Audit Report

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HAYSCAD

CATEGORY E: REAL, FARM AND RANCH IMPROVEMENTS

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

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HAYSCAD

CATEGORY F: REAL, COMMERCIAL, AND INDUSTRIAL

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0



Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

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CATEGORY G: REAL, GAS, AND OTHER MINERALS

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

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HAYSCAD

CATEGORY H: TANGIBLE PERSONAL, VEHICLES

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Under Review)

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HAYSCAD

CATEGORY I: REAL & INTANGIBLE PERSONAL, BANKS

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Under Review)

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HAYSCAD

CATEGORY J: REAL & INTANGIBLE PERSONAL, UTILITIES

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

# Comptrollers Audit Report

**Location: Appraisal**

**Tax Year: 2023**

Taxing Units: MHDW(ARB Under Review)

**As Of: Certification**

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HAYSCAD

CATEGORY L: TANGIBLE PERSONAL, BUSINESS

SPTB CODE	PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
L3	2	5	L3-Comm - Pp (lease Equip & Autos)	\$35,409	\$103,392
	2	5		\$35,409	\$103,392

Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Under Review)

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HAYSCAD

CATEGORY M: TANGIBLE PERSONAL, OTHER

PRIOR NUMBER	NUMBER	DESCRIPTION	PRIOR MARKET VALUE	MARKET VALUE
----- 0	----- 0		----- \$0	----- \$0

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Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Under Review)

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CATEGORY N: INTANGIBLE PERSONAL

DESCRIPTION

NUMBER

PRIOR NUMBER

PRIOR MARKET VALUE MARKET VALUE

-----  
0

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0

-----  
\$0

-----  
\$0



Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Under Review)

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HAYSCAD

CATEGORY O: REAL, INVENTORY

DESCRIPTION

NUMBER

PRIOR NUMBER

PRIOR MARKET VALUE MARKET VALUE

-----  
0

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0

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\$0

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\$0

Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Under Review)

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HAYSCAD

CATEGORY S: SPECIAL INVENTORY

DESCRIPTION

NUMBER

PRIOR NUMBER

PRIOR MARKET VALUE MARKET VALUE

-----  
0

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0

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\$0

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\$0

Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Under Review)

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CATEGORY X: EXEMPT  
DESCRIPTION

NUMBER

PRIOR NUMBER

PRIOR MARKET VALUE MARKET VALUE

-----  
0

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0

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\$0

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\$0

# Comptrollers Audit Report

Location: Appraisal Tax Year: 2023

Taxing Units: MHDW(ARB Under Review)

As Of: Certification

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HAYSCAD

PROPERTY USE CATEGORY	BREAKDOWN OF EXEMPT VALUE			APPROAISED VALUE
	PRIOR NO. OF UNITS OR ACCOUNTS	NO. OF UNITS OR ACCOUNTS	NO. OF UNITS OR PRIOR APPRAISED VALUE	
A: REAL, RESIDENTIAL, SINGLE-FAMILY	0	0	\$0	\$0
B: REAL, RESIDENTIAL, MULTI-FAMILY	0	0	\$0	\$0
C: REAL, VACANT PLATTED LOTS/TRACTS	0	0	\$0	\$0
D: REAL, ACREAGE ( LAND ONLY)	0.00 (ACRES)	0.00 (ACRES)	\$0	\$0
E: REAL, FARM AND RANCH IMPROVEMENT	0	0	\$0	\$0
F: REAL, COMMERCIAL AND INDUSTRIAL	0	0	\$0	\$0
G: REAL, OIL, GAS, AND OTHER MINERAL RESERVES	0	0	\$0	\$0
H: TANGIBLE PERSONAL, VEHICLES	0	0	\$0	\$0
I: REAL & INTANGIBLE PERSONAL, BANKS	0	0	\$0	\$0
J: REAL & INTANGIBLE PERSONAL, UTILITIES	0	0	\$0	\$0
L: TANGIBLE PERSONAL, BUSINESS	0	0	\$0	\$0
M: TANGIBLE PERSONAL, OTHER	0	0	\$0	\$0
N: INTANGIBLE PERSONAL	0	0	\$0	\$0
O: REAL, INVENTORY	0	0	\$0	\$0
X: EXEMPT	0	0	\$0	\$0
S: SPECIAL INVENTORY	0	0	\$0	\$0
ERROR:	0	0	\$0	\$0
TOTAL APPRAISED VALUE	0	0	\$0	\$0
TOTAL EXEMPT PROPERTY VALUE ON ROLL TOTALS PAGE				\$0

# Effective Tax Rate Report

Tax Year: 2023

Taxing Unit: MHDW - HEADWATERS MUD

**NEW EXEMPTIONS:**

	COUNT	2022 ABSOLUTE EX VALUES	2023 PARTIAL EX VALUES
NEW EXEMPT PROPERTY	3	\$0	
NEW HS EXEMPTIONS	84		\$0
NEW PRO EXEMPTIONS	0		\$0
NEW OA EXEMPTIONS	9		\$0
NEW DP EXEMPTIONS	0		\$0
NEW DV1 EXEMPTIONS	1		\$5,000
NEW DV2 EXEMPTIONS	0		\$0
NEW DV3 EXEMPTIONS	1		\$10,000
NEW DV4 EXEMPTIONS	0		\$0
NEW DVX EXEMPTIONS	1		\$0
NEW HB366 EXEMPTIONS	0		\$0
NEW PC EXEMPTIONS	0		\$0
NEW FRSS EXEMPTIONS	0		\$0

ABSOLUTE EX TOTAL		\$0
PARTIAL EX TOTAL	(+)	\$15,000
2022 TAXABLE VALUE LOST DUE TO PROPERTY BECOMING EXEMPT IN 2023	(=)	\$15,000

**NEW ANNEXED PROPERTY:**

	COUNT	APPRAISED VALUE	TAXABLE VALUE
NEWLY ANNEXED PROPERTY	0	\$0	\$0
IMPROVEMENT SEGMENTS	0	\$0	
LAND SEGMENTS	0	\$0	
MINERAL	0	\$0	
OTHER	0	\$0	

TAXABLE VALUE ON NEWLY ANNEXED PROPERTY:	\$0
------------------------------------------	-----

**NEW AG APPLICATIONS:**

NEW AG APPLICATIONS COUNT	0
2022 MARKET	\$0
2023 USE	(-) \$0
VALUE LOST DUE TO AG APPLICATIONS:	(=) \$0 (\$0 Taxable)

**NEW IMPROVEMENTS:**

	COUNT	TOTAL APPRAISED VALUE <sup>1</sup>	NEW CURRENT TAXABLE <sup>2</sup>
<b>NEW IMPROVEMENTS</b>	<b>196</b>	<b>\$146,062,969</b>	<b>\$118,030,571</b>
RESIDENTIAL	196	\$146,062,969	\$118,030,571
COMMERCIAL	0	\$0	\$0

OTHER	0	\$0	\$0
<b>NEW ADDITIONS</b>	<b>4</b>	<b>\$2,670,816</b>	<b>\$118,064</b>
RESIDENTIAL	4	\$2,670,816	\$118,064
COMMERCIAL	0	\$0	\$0
OTHER	0	\$0	\$0
PERCENT COMPLETION CHANGED	20	\$15,115,641	\$5,205,303
TOTAL NEW PERSONAL VALUE	0	\$0	\$0
SECTION 52 & 59	0	\$0	\$0
REDUCED/EXPIRING ABATEMENTS	0	\$0	\$0
<b>TOTALS:</b>		<b>\$163,849,426</b>	<b>\$123,353,937</b>

<b>2022 TOTAL TAXABLE (EXCLUDES UNDER PROTEST)</b>	\$319,509,221
<b>2022 OA DP FROZEN TAXABLE</b>	\$0
<b>2022 TAX RATE</b>	0.9000
<b>2022 OA DP TAX CEILING</b>	\$0
<b>2023 CERTIFIED TAXABLE</b>	\$488,162,148
<b>2023 TAXABLE UNDER PROTEST</b>	\$18,953,774
<b>2023 OA FROZEN TAXABLE</b>	\$0
<b>2023 DP FROZEN TAXABLE</b>	\$0
<b>2023 TRANSFERRED OA FROZEN TAXABLE</b>	\$0
<b>2023 TRANSFERRED DP FROZEN TAXABLE</b>	\$0
<b>2023 OA FROZEN TAXABLE UNDER PROTEST</b>	\$0
<b>2023 DP FROZEN TAXABLE UNDER PROTEST</b>	\$0
<b>2023 TRANSFER OA WITH FROZEN TAXABLE UNDER PROTEST</b>	\$0
<b>2023 TRANSFER DP WITH FROZEN TAXABLE UNDER PROTEST</b>	\$0
<b>2023 APPRAISED VALUE</b>	\$513,989,710
<b>2023 OA DP TAX CEILING</b>	\$0

1. Includes all land and other improvements of properties with new improvement values.
2. Includes only new improvement value.

<b>2022 total taxable value.</b>	<b>1.</b> \$319,509,221
<b>2022 tax ceilings.</b>	<b>2.</b> \$0
<b>2022 total adopted tax rate.</b>	<b>4.</b> 0.900000
a. 2022 M&O tax rate.	a. 0.275000
b. 2022 I&S tax rate.	+b. 0.625000
<b>2022 taxable value of property in territory deannexed after Jan. 1, 2022.</b>	<b>7.</b> \$0
<b>2022 taxable value lost because property first qualified for an exemption in 2023.</b>	<b>8.</b> \$15,000
a. Absolute exemptions.	a. \$0
b. Partial exemptions.	+b. \$15,000
<b>2022 taxable value lost because property first qualified for agricultural appraisal (1 - d or 1 - d - 1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in 2023.</b>	<b>9.</b> \$0
a. 2022 market value.	a. \$0
b. 2023 productivity or special appraisal value.	-b. \$0
<b>2023 certified taxable.</b>	<b>\$488,162,148</b>
<b>2023 tax ceilings.</b>	<b>18.</b> \$0
<b>Total 2023 taxable value of properties in territory annexed after Jan.1, 2022.</b>	<b>20.</b> \$0
<b>Total 2023 taxable value of new improvements and new personal property</b>	<b>21.</b> \$123,353,937

\* 2022 Values as of Supplement 12.





# 2023 Effective Tax Rate Worksheet

Taxing Units Other Than School Districts

Taxing Unit: MHDW - HEADWATERS MUD

2022 Values of Supplement 284

Line	Activity	Amount/Rate
1.	<b>2022 total taxable value.</b> Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14). <sup>1</sup>	\$319,509,221
2.	<b>2022 tax ceilings.</b> Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>2</sup>	\$0
3.	<b>Preliminary 2022 adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$
4.	<b>2022 total adopted tax rate.</b>	0.900000
5.	<b>2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value.</b> A. <b>Original 2022 ARB Values:</b> \$ _____ B. <b>2022 values resulting from final court decisions:</b> - \$ _____ C. <b>2022 value loss.</b> Subtract B from A. <sup>3</sup>	\$
6.	<b>2022 taxable value subject to an appeal under Chapter 42 as of July 25.</b> A. <b>2022 ARB certified value:</b> \$ _____ B. <b>2022 disputed value:</b> - \$ _____ C. <b>2022 undisputed value.</b> Subtract B from A.	\$
7.	<b>2022 Chapter 42 related adjusted values. Add Line 5 and 6.</b>	\$
8.	<b>2022 taxable value, adjusted for court-ordered reductions.</b> Add Line 3 and 7	\$
9.	<b>2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022.</b> Enter the 2022 value of property in deannexed territory. <sup>4</sup>	\$0

<sup>1</sup> Tex. Tax Code § 26.012(14)

<sup>2</sup> Tex. Tax Code § 26.012(14)

<sup>3</sup> Tex. Tax Code § 26.012(13)

<sup>4</sup> Tex. Tax Code § 26.012(15)

Line	Activity	Amount/Rate
10.	<p><b>2022 taxable value lost because property first qualified for an exemption in 2023.</b> Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport or goods-in-transit exemptions.</p> <p>A. <b>Absolute exemptions.</b> Use 2022 market value <u>\$0</u></p> <p>B. <b>Partial exemptions.</b> 2023 exemption amount or 2023 percentage exemption times 2022 value: <u>+ \$15,000</u></p> <p>C. <b>Value loss.</b> Add A and B.<sup>5</sup></p>	\$15,000
11.	<p><b>2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023.</b> Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022.</p> <p>A. <b>2022 market value:</b> <u>\$0</u></p> <p>B. <b>2023 productivity or special appraised value:</b> <u>- \$0</u></p> <p>C. <b>Value loss.</b> Subtract B from A.<sup>6</sup></p>	\$0
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C, and 11C.	\$
13.	<b>2022 adjusted taxable value.</b> Subtract Line 12 from Line 8	\$
14.	<b>Adjusted 2022 taxes.</b> Multiply Line 4 by Line 13 and divide by \$100.	\$
15.	<b>Taxes refunded for years preceding tax year 2022.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code 25.25(b) and (c) corrections and Tax Code 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. <sup>7</sup>	\$
16.	<b>Taxes in tax increment financing (TIF) for tax year 2022.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. <sup>8</sup>	\$
17.	<b>Adjusted 2022 taxes with refunds and TIF adjustment.</b> Add Lines 14 and 15, subtract line 16. <sup>9</sup>	\$

<sup>5</sup> Tex. Tax Code § 26.012(15)<sup>6</sup> Tex. Tax Code § 26.012(15)<sup>7</sup> Tex. Tax Code § 26.012(13)<sup>8</sup> Tex. Tax Code § 26.03(c)<sup>9</sup> Tex. Tax Code § 26.012(13)

Line	Activity	Amount/Rate
18.	<p><b>Total 2023 taxable value on the 2023 certified appraisal roll today.</b> This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.<sup>10</sup></p> <p>A. <b>Certified values:</b> <u>\$488,162,148</u></p> <p>B. <b>Counties:</b> Include railroad rolling stock values certified by the Comptroller's office: <u>+ \$</u></p> <p>C. <b>Pollution control exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control property: <u>- \$0</u></p> <p>D. <b>Tax increment financing:</b> Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below.<sup>11</sup> <u>- \$</u></p> <p>E. <b>Total 2023 value.</b> Add A and B, then subtract C and D. <u>\$</u></p>	
19.	<p><b>Total value of properties under protest or not included on certified appraisal roll.</b><sup>12</sup></p> <p>A. <b>2023 taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.<sup>13</sup> <u>\$</u></p> <p>B. <b>2023 value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value,</p>	

<sup>10</sup> Tex. Tax Code § 26.012(15)

<sup>11</sup> Tex. Tax Code § 26.03(c)

<sup>12</sup> Tex. Tax Code § 26.01(c)

<sup>13</sup> Tex. Tax Code §§ 26.04 and 26.041

Line	Activity	Amount/Rate
	appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. <sup>14</sup>  + \$ _____	
	C. <b>Total value under protest or not certified.</b> Add A and B.	\$
20.	<b>2023 tax ceilings.</b> Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. <sup>15</sup>	\$0
21.	<b>2023 total taxable value.</b> Add Lines 18E and 19C. Subtract Line 20.	\$
22.	<b>Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022.</b> Include both real and personal property. Enter the 2023 value of property in territory annexed. <sup>16</sup>	\$0
23.	<b>Total 2023 taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022, and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for 2023. <sup>17</sup>	\$123,353,937
24.	<b>Total adjustments to the 2023 taxable value.</b> Add Lines 22 and 23.	\$
25.	<b>2023 adjusted taxable value.</b> Subtract Line 24 from Line 21.	\$
26.	<b>2023 effective tax rate.</b> Divide Line 17 by Line 25 and multiply by \$100. <sup>18</sup>	\$
27.	<b>COUNTIES ONLY.</b> Add together the effective tax rates for each type of tax the county levies. The total is the 2023 county effective tax rate. <sup>19</sup>	\$

A county, city or hospital district that adopted the additional sales tax in November 2022 or in May 2023 must adjust its effective tax rate. The *Additional Sales Tax Rate Worksheet* sets out this adjustment. Do not forget to complete the *Additional Sales Tax Rate Worksheet* if the taxing unit adopted the additional sales tax on these dates.

<sup>14</sup> Tex. Tax Code §§ 26.04 and 26.041

<sup>15</sup> Tex. Tax Code § 26.012(6)

<sup>16</sup> Tex. Tax Code § 26.012(17)

<sup>17</sup> Tex. Tax Code § 26.012(17)

<sup>18</sup> Tex. Tax Code § 26.04(c)

<sup>19</sup> Tex. Tax Code § 26.04(d)





# Top Taxpayers Report

TaxYear: 2023 Taxing Units: MHDW

## Appraisal

Top Taxpayer Calculations Performed as of 07/20/2023

### HEADWATERS MUD: Total Taxable Value

	Taxpayer Name	Total Market	Total Assessed
1	REGENCY RIDGE AT HEADWATERS APARTMENTS LLC	\$27,437,732	\$27,437,732
2	WFC HEADWATERS OWNER VII LP	\$56,465,190	\$17,167,810
3	NEWMARK HOMES AUSTIN LLC	\$15,503,623	\$15,503,623
4	WEEKLEY HOMES LLC	\$9,375,314	\$9,375,314
5	ASHTON AUSTIN RESIDENTIAL LLC	\$6,739,930	\$6,739,930
6	TAYLOR MORRISON OF TEXAS INC	\$6,350,570	\$6,350,570
7	GG HEADWATERS LIMITED PARTNERSHIP	\$5,227,860	\$5,227,860
8	CND-RESOURCES LLC	\$3,643,540	\$3,643,540
9	ORYX HW OFFICE INC	\$2,844,860	\$2,844,860
10	TAYLOR MORRISON OF TEXAS INC	\$2,101,090	\$2,101,090





# 2023 CERTIFICATION OF VALUES\_\_ HEADWATERS MUD \_\_MHDW



## 2023 ASSESSMENT ROLL GRAND TOTALS REPORT

PRE-CERTIFIED

LESS 15%

CERTIFIED

This Year Certified Taxable	488,162,148		488,162,148
This Year Taxable Under Protest	18,953,774	2,843,066	16,110,708
This Year OA Frozen Taxable			
This Year DP Frozen Taxable			
This Year Frozen Taxable			

## 2023 EFFECTIVE TAX RATE REPORT

Last Year Tax Rate  
 Last Year Taxable now Exempt  
 Last Year Taxable now AG Loss  
 Last Year Taxable Deannexed  
 This Year Taxable Annexed  
 This Year Taxable New Imp.  
 New Exemptions  
 Section 52&59 New Property Value  
 Value Due to Reduced or Expiring Abatements

*Laura Raven*

**LAURA RAVEN**  
**CHIEF APPRAISER**  
**HAYS CENTRAL APPRAISAL DISTRICT**  
**7/24/2023**

# CITY OF DRIPPING SPRINGS

## RESOLUTION No. 2023-R\_\_

A RESOLUTION OF THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS,  
REPEALING THE CO-SPONSORSHIP POLICY.

**WHEREAS,** the City Council of the City of Dripping Springs (“City Council”) finds it to be in the public interest, safety and welfare, that the City of Dripping Springs repeal the Co-Sponsorship Policy; and

**WHEREAS,** the City Council of the City of Dripping Springs finds the Co-Sponsorship Policy to no longer be necessary due to the adoption of the Park Sponsorship Policy and related Dripping Springs Ranch Park policies; and

**WHEREAS,** the City Council finds that it is reasonable and prudent for this policy to be repealed.

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

1. The City Council hereby repeals the Co-Sponsorship Policy.
2. The City Council directs City staff to work with the Mayor and City Administrator to educate the public related to the repeal of Co-Sponsorship Policy and the new and current options related to sponsorships with the City of Dripping Springs.

**PASSED & APPROVED this, the 1<sup>st</sup> day of August 2023, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary

## CITY OF DRIPPING SPRINGS

### ORDINANCE No. 2023-\_\_\_\_

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), ADDING ARTICLE 22.07; ADOPTING REGULATIONS FOR THE PROTECTION OF THE CITY LOGO AND CITY SEAL AND PROHIBITING THE UNAUTHORIZED USE THEREOF; PROVIDING FOR THE LICENSING OF THE CITY LOGO AND CITY SEAL IN CERTAIN CIRCUMSTANCES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING SEVERABILITY, SAVINGS, AND PENALTY CLAUSES; PROVIDING PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City is a Type A General Law city, acting under state laws and enacted local ordinances pursuant to Chapter 6 and related sections and provisions of the Texas Local Government Code; and

**WHEREAS**, the City owns and uses a logo which consists of a circular, multi-color logo, designed to appear hand-painted or -signed, with three stars in the upper right corner, a lowercase, scripted “DS” in the middle of the circle with trailing lines before and after the letters, and “DRIPPING SPRINGS Texas” below the circle with or without “Open spaces, friendly faces.” below a rightward paintbrush stroke; and

**WHEREAS**, the City adopted a seal which is circular with the words “City of Dripping Springs” inside the top of the outer red circle, the word “Texas” at the bottom of the outer circle, the words “Inc. 1981” inside the inner white circle along with a large star in the center and two wheat stalks going up either side of the inner circle starting from the bottom center, which the City applies to official documents of the city pursuant to Texas Local Government Code Section 51.016, et seq.; and

**WHEREAS**, the City has a substantial interest in protecting its logo and seal from unauthorized use and to avoid resident, as well as consumer, confusion.

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

### SECTION 1. FINDINGS OF FACT

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

## **SECTION 2. AMENDMENT**

The City Code of Ordinances is hereby amended by adding a new Article under Chapter 22, to be numbered Article 22.07, and after such amendment, shall read in accordance with Attachment A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

## **SECTION 3. INTELLECTUAL PROPERTY PROTECTION**

In addition to amending the City Code of Ordinances as directed in Section 2, in accordance with Attachment A, the City will endeavor to gain and maintain additional protection for its City Logo, and variations therein, by applying for, obtaining if possible, and maintaining trademark protection from the United States Patent and Trademark Office. If at any such time, such additional protection becomes available for the City Seal as well, City will endeavor to gain and maintain such similar protection.

## **SECTION 4. REPEALER**

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

## **SECTION 5. SEVERABILITY**

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

## **SECTION 6. 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 52.003 of the Texas Local Government Code, as well as publish in the official newspaper as authorized by Section 52.011 of the same code.

## **SECTION 7. EFFECTIVE DATE**

This ordinance shall take immediate effect upon the date of final passage noted below, or when all applicable publication requirements are satisfied in accordance with the City Code of Ordinances and the laws of the State of Texas.

**SECTION 8. 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 1<sup>st</sup> day of August 2023, by a vote of \_\_\_\_ (ayes) \_\_\_\_ (nays) \_\_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS:**

---

Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary

## ATTACHMENT A

### City of Dripping Springs Code of Ordinances

#### Chapter 22: General Regulations

#### Article 22.07: City Logo and Seal

##### Sec. 22.07.001 – Title

This article shall commonly be cited as the logo and seal ordinance.

##### Sec. 22.07.002 – Purpose

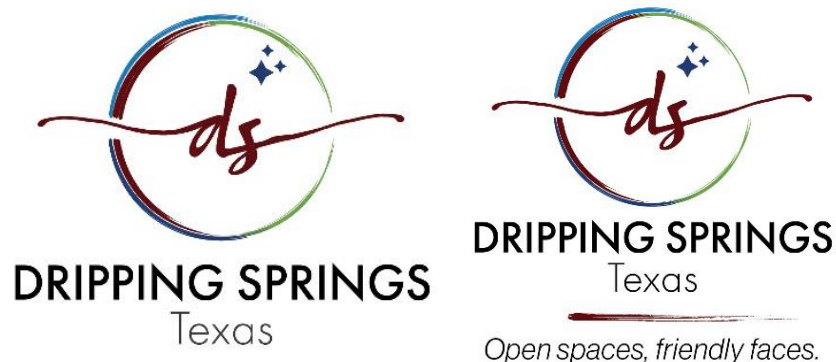
The article is adopted so that the City Council may properly protect its logo and seal from unauthorized use to avoid confusion among residents and consumers alike.

##### Sec. 22.07.003 – Scope

This article applies to all property within the incorporated municipal boundaries (i.e., city limits) and the extraterritorial jurisdiction (ETJ) as applicable. This includes all content published or shown viewable within the preceding boundaries.

##### Sec. 22.07.004 – Definitions

“City Logo” (or “Logo”) means the logo used by the City of Dripping Springs, including any cut, facsimile, reproduction, or alternate versions thereof, which consists of a circular, multi-color logo, designed to appear hand-painted or -signed, with three stars in the upper right corner, a lowercase, scripted “DS” in the middle of the circle with trailing lines before and after the letters, and “DRIPPING SPRINGS Texas” below the circle with or without “Open spaces, friendly faces.” below a rightward paintbrush stroke as set forth below:



“City Seal” (or “Seal”) means a seal that is circular with the words “City of Dripping Springs” inside the top of the outer red circle, the word “Texas” at the bottom of the outer circle, the words “Inc. 1981” inside the inner white circle along with a large star in the center and two

wheat stalks going up either side of the inner circle starting from the bottom center as set forth below:



### **Sec. 22.07.005 – Custodian**

The City Secretary or their designee is the custodian of the City Logo and the City Seal. Further amendment may alter the custodian of the City Logo but not the City Seal, unless at such time Texas Local Government Code Section 22.0703(b)(2) it determined not to constrain such amendment.

### **Sec. 22.07.006 – Official Use of the City Logo and City Seal**

(a) City Logo and City Seal are property of the City of Dripping Springs.

(b) **City Logo Official Uses** – The City Logo may be used by city employees and elected and appointed city officials in connection with the performance of official city business or city-sanctioned events, including but not limited to placement of the city logo on city vehicles, equipment, stationary, the city flag, department websites, handouts for city training sessions, city brochures, city presentations, city uniforms, and city-issued articles of clothing, department news releases, city-sponsored events, and city memorabilia used to promote the city. Branding guidelines adopted by the City Administrator or the Administrator’s designee shall be followed in all use of the logo.

(c) **City Seal Official Uses** – The city secretary, the city secretary’s designee, or the interim city secretary is authorized to use the City Seal on any ordinance, resolution, proclamation, commendation, certificate, or other instrument approved by the City Council or executed by the mayor or other city officials and to use the city seal to authenticate official documents in the conducting of official city business.

### **Sec. 22.07.007 – Other Approved Uses**

(a) The City Administrator may approve other uses of the City Seal or Logo by any person or entity by the procedure set forth below in Section 22.07.008, provided that such use is not in direct conflict with the message and intent of the city, nor the primary purpose of the City Seal or Logo which is to promote the best interests of the city and its residents therein.

(b) All political or artistic expression, or non-commercial editorial expression for purposes of education or history, whatever the medium, that does not have the tendency to confuse

reasonable members of the public as to the City's endorsement of said expression will be deemed an Approved Use, subject to Section 22.07.009 of this ordinance.

### **Sec 22.07.008 – Organizational Use of City Seal or City Logo.**

Any organization or person ("Applicant") wishing to use the City Seal or City Logo shall make an application for a license for such use to the City Administrator, who shall have discretion to approve or deny such requests. The City Administrator may designate another person or entity to process such applications.

(a) **Contents of Application.** The Applicant's application for use of City Seal or Logo shall be on a form approved by the City Council. The application shall contain such information as is prescribed by the City Council, but shall include, at a minimum, the following:

1. The name of the Applicant that wishes to use the City Seal or City Logo;
2. If applicable, acknowledgment and proof of the Applicant's identification as a recognized 501(c)(3) tax exempt organization;
3. If applicable, acknowledgment of the Applicant's identification as a nonprofit organization;
4. The complete address and telephone number of the contact person submitting the application on behalf of the Applicant, this contact should be where Applicant prefers to be communicated;
5. The event or advertising material for which the City Seal or City Logo will be used by the Applicant;
6. The starting and ending dates in which, the Applicant will use the City Seal or Logo;
7. The location in which the Applicant will use the City Seal or Logo; and
8. Information that provides whether any promotional materials or items using the City Seal and/or Logo will be sold.

(b) **Application Assessment and Issuance.** Within thirty (30) business days of receiving a complete application submitted pursuant to this section, the City Administrator or their designee shall review and determine whether to approve or deny the application. Incomplete applications received by the city will be denied without further review, subject to subsection (2). The City Administrator or their designee will communicate the decision to the Applicant via their preferred method indicated on their application.

(1) The City Administrator or their designee shall base their approval or denial on written guidelines set forth by the City Administrator or their designee consistent with the following



provisions that may be amended, as well as other applicable ordinances, State and Federal laws and Constitutional provisions:

- (i) the effects of association by the City with the event or occurrence;
- (ii) the City's traditional sponsorship of this or similar activities; and
- (iii) other criteria which shall be fairly and neutrally applied to all requestors.

(2) City Seal and Logo use shall not be denied for applications submitted whose criteria fall under Section 22.07.007(b), whether applications received are complete or incomplete.

**(c) Appeal.**

(1) An appeal pursuant to this section shall be in writing and shall state the specific reasons for the appeal and the grounds asserted for relief. The appeal shall be filed with the City Secretary, no later than fourteen (14) days after the date of communication of the City Administrator's decision. The failure to file an appeal in the time or in the manner prescribed in this section waives the organization's right to appeal.

(2) After a timely appeal has been filed with the City Secretary, a hearing date, time, and place shall be set. The City Council shall hear the appeal. The hearing shall be set for a date within a reasonable time period after the date of receipt of the appeal. Reasonable efforts shall be made to set the hearing date not less than ten (10) days nor more than twenty (20) days after receipt of the appeal.

(3) The Applicant requesting the hearing shall be notified in writing of the date, time, and place set for the hearing at the manner of communication requested in the application, unless specified different on the appeal. The City Secretary shall send the notice to the appellant at the address provided on the appeal by the appellant. Service shall become effective on the date of first class mailing. Failure of the appellant to receive such notice shall not affect the validity of any proceedings taken.

(4) The City Council may affirm the City Administrator's decision or direct the City Administrator to allow the organization to use the City Seal and/or Logo. The City Council's decision shall be final. The City Secretary shall issue to the appellant the City Council's decision in writing within 10 business days, stating the reasons for its decision. The City Secretary or their designee will communicate the decision to the appellant via their preferred method indicated on their application or appeal.

**Sec. 22.07.009 – Unauthorized Uses**

(a) Any uses of the City Logo or City Seal that do not fall under Sections 22.07.006-.007 are deemed unauthorized uses.

(b) In specific, the following uses shall not be permitted or deemed to be permitted under Sections 22.07.006-.007 of this Code:

(1) No person, including any elected officer of the City, may use the City Seal or any City Logo in any correspondence or other printed materials distributed in favor of or against any ballot measure, or in favor of or against any candidate for public office if such use has the tendency to cause public confusion on the City's position in favor of or against any ballot measure or candidate.

(2) No person, corporation, or other similar entity shall use the City Seal or the City Logo for commercial purposes without obtaining express consent under this ordinance.

It shall be unlawful for any person, corporation, or similar entity to make or use the City Seal or City Logos, or other indicia of the City deceptively, fraudulently, or without express written permission from the City, whether for public or private use. Unauthorized use of the City Seal, City Logos, or other City Logos is guilty of a misdemeanor. Such unauthorized use is also declared a public nuisance and the City can abate or enjoin such use pursuant to this code.

#### **Sec. 22.07.010 – City Creation of Additional Logos, Seals, or Insignias**

The City retains the right to create variations of the City Seal and City Logo, and to adopt and establish other official City Seals and City Logos. Such variations may include, but are not limited to, centennial seals, or other seals which mark anniversaries, events, apparel, and any other city occasion the City Council wishes to commemorate. Such seals and logos, for the purposes of this Ordinance Section, shall be treated as either a City Logo or City Seal, respectively.

#### **Sec. 22.07.011– No Effect on Any Pending Accrued Violations or Litigation**

That all rights or remedies of the City of Dripping Springs, Texas, are expressly saved as to any and all violations of the City Code or any amendments thereto regarding the unauthorized use of either the City Logo or the City Seal that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.



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

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

**Council Meeting Date:** August 1, 2023

**Agenda Item Wording:** Discuss and consider approval of a Lease Agreement with AUC Group, LLC. for a Wastewater Plant Expansion at Arrowhead Ranch. *Sponsor: Mayor Bill Foulds, Jr.*

**Agenda Item Requestor:** Aaron Reed

**Summary/Background:** In May of 2023, the City Council approved the assignment of the lease of a 55,000 gallon per day wastewater plant from Arrowhead Ranch to the City of Dripping Springs. The plant was already operating at greater than 90% capacity, so the City needs to expand the plant per TCEQ rules. This lease agreement will provide the equipment to expand the plant to 125,000 gallons per day.

The cost to lease the plant is \$15,530 monthly (\$186,360 annually) for 60 months. After 60 months the City has the option to purchase the plant for \$435,428.00 or continue leasing the plant at a reduced rate of \$9,700.00 monthly (\$116,400 annually).

There are additional items that will need to be budgeted in FY24 for the plant (Ground storage tank, drip fields, concrete, electric, etc.).

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

**Attachments:**

1. Contract Cover Sheet
2. Arrowhead Lease Agreement

**Next Steps/Schedule:**

# Contract Cover Sheet

<b>Contract Number</b>	AUC20230718 <small>Use first three letters of contractor and date of approval. Ex: contract approved for HDR on Jan.18, 2022 the Contract number is HDR20220118. If administratively approved, use the date the contract is submitted to the city signator.</small>
<b>Contractor with Contact Information</b>	Company: AUC Group LLC POC: Dave Carrington Address: 1800 Augusta Drive, Ste. 108 Houston, Texas 77057 Phone Number: 713-983-3255
<b>Effective Date</b>	July 18, 2023
<b>Termination Date</b>	July 18, 2028
<b>Renewal/ Termination Notice Date</b>	
<b>Bid/Quotes/ Budgeted</b>	Quote- \$15,530.00 per month Budgeted
<b>Department</b>	Public Works/Utilities
<b>Reporting Requirements</b>	Insurance Certificate: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NA Conflict Disclosure: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NA 1295 Reporting: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NA Other Reporting Requirements:
<b>Council Meeting Date (if applicable)</b>	July 18, 2023

**CITY OF DRIPPING SPRINGS**

**EQUIPMENT LEASE AGREEMENT**

**FOR**

**PHASE II EXPANSION TO 0.125 MGD AT THE  
ARROWHEAD RANCH WASTEWATER TREATMENT PLANT**

**July 2023**

**AUC Group, LLC**

## EQUIPMENT LEASE AGREEMENT

This EQUIPMENT LEASE AGREEMENT (“Agreement”), made this \_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), is entered into by and between **AUC Group, LLC**, a Delaware limited liability company with its principal place of business in Houston, Texas (the “Lessor”), and **City of Dripping Springs**, a political subdivision of the State of Texas (the “Lessee”).

### **SECTION 1 – LEASED PROPERTY**

Subject to the terms and conditions of this Agreement, Lessor will construct, install and lease a wastewater treatment plant at the facilities owned by Lessee and located at 2303 West Highway 290, Dripping Springs, Hays County, TX 78620 (“Lessee’s Facility”), and Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the equipment listed on **Exhibit A** attached hereto and incorporated herein by reference (hereinafter referred to as the “Leased Property”).

### **SECTION 2 – DELIVERY, INSTALLATION, ACCESS AND SUBSTANTIAL COMPLETION**

The Lessor shall cause the Leased Property to be delivered, unloaded, assembled, and installed on Lessee’s Facility. Lessee hereby grants to Lessor a full and unrestricted right of entry and access (including all weather access) to Lessee’s Facility for the purposes set forth in this Agreement. Lessor shall be responsible for the work set forth on **Exhibit B** attached and incorporated herein by reference (the “Lessor’s Work”). Lessor’s Work shall be considered complete once Lessor’s Work is substantially complete in accordance with the scope of Lessor’s Work, which may occur before final engineer certification and commencement of operations (“Substantial Completion”). Lessor’s engineer (“Lessor’s Engineer”) will certify Substantial Completion of Lessor’s Work by written notice to Lessee. Lessee may engage an engineer (the “Lessee’s Engineer”), at its cost, to inspect the Leased Property and confirm Substantial Completion, which confirmation shall be provided within five (5) days following Lessor’s Engineer’s certification being delivered to Lessee. Notwithstanding the foregoing, Lessor and Lessee expressly agree that neither Lessor’s Engineer, Lessee or Lessee’s Engineer may (i) point to or rely upon the fact that work that must be completed by others that is not part of Lessor’s Work, including, without limitation, providing permanent electrical service and/or power to Lessee’s Facility, or (ii) rely upon the fact that a portion of Lessor’s Work cannot be completed or finished as a result of work that must be completed by others that is not part of Lessor’s Work (i.e., if Lessor has completed all of Lessor’s Work except for a portion of Lessor’s Work that requires the ability to tie Lessor’s Work into power lines or a power pole that has not yet been installed at Lessee’s Facility) in order to avoid a determination that Lessor’s Work has achieved Substantial Completion. For example, if Lessee has not, for any reason, provided permanent electrical service power, or utility power poles, by the time that Lessor’s Work is completed that failure shall not be considered in making the determination, since such obligation is not included in Lessor’s Work, even if Lessor has not been able to conduct start-up testing or commence operations, due to the failure of such work to be done. Following a determination of Substantial Completion (or deemed Substantial Completion) prior to Final Completion, the parties agree that the Leased Property must still thereafter pass final testing and be functioning in a reasonably acceptable manner before final completion is certified by Lessor’s Engineer and confirmed in writing by Lessee’s Engineer (“Final Completion”). Lessee’s Engineer’s interim confirmation of Substantial Completion or

Final Completion, as applicable, of Lessor's Work will not be unreasonably withheld, conditioned or delayed. Failure to timely provide such confirmation in accordance with this Agreement will constitute a default by Lessee under this Agreement and Substantial Completion and/or Final Completion of Lessor's Work will be deemed to have occurred.

During the term of this Agreement, the Leased Property shall not be removed from the place of its initial installation without the prior written consent of Lessor. Lessee shall at all reasonable times and from time to time allow Lessor, by or through any of its officers, agents or attorneys, to examine and inspect the Leased Property.

### **SECTION 3 - TERM**

The term of this Agreement shall commence on the date set forth in the commencement letter from Lessor to Lessee, which shall be the date of Substantial Completion (the "Commencement Date") and shall remain in effect for sixty (60) months thereafter unless earlier terminated pursuant to the terms hereof (the "Initial Term"). Upon the Commencement Date, Lessee shall begin to make the Lease Payments (as hereinafter defined) to Lessor. The Initial Term shall automatically be extended and shall continue under the same terms and conditions for successive one (1) year periods (each, a "Renewal Term") until such a time as Lessor terminates this Lease or Lessee exercises a Purchase Option (as hereinafter defined). The Initial Term and any Renewal Terms shall be collectively referred to herein as the "Term".

### **SECTION 4 - PAYMENTS AND PURCHASE OPTION**

Lessee agrees to pay Lessor the lease payments set forth on **Exhibit C** attached hereto and incorporated herein by reference (the "Lease Payments") for the use of the Leased Property during the Initial Term and any Renewal Term of the Lease. Each Lease Payment is due and payable to Lessor on the first (1st) day of each month, in advance, and shall be made to the office of the Lessor as set forth in Section 17 (Payments and Notices). The first and last month's Lease Payments, as detailed on **Exhibit C**, are due upon the Effective Date.

In addition, Lessee shall pay to Lessor the amount of the installation fees set forth on **Exhibit C**, if any.

Upon no less than sixty (60) days written notice to Lessor prior to the expiration of the then current Term of the Lease, and only after the expiration of the Initial Term, Lessee shall have the option to purchase all or a portion of the Leased Property from Lessor, free and clear of all liens and encumbrances, in "As-Is, Where-Is" condition, upon the terms and conditions set forth in **Exhibit D** attached hereto and incorporated herein by reference (the "Purchase Option"). Lessor agrees to execute customary conveyance documents reasonably satisfactory to Lessor and Lessee if Lessee exercises the Purchase Option. Notwithstanding the foregoing, in no event shall Lessee be entitled to exercise the Purchase Option if Lessee is in default of its obligations hereunder.

Notwithstanding the Lease Payments set forth on **Exhibit C** or otherwise agreed upon by the Parties, in the event that the necessary site preparations are not substantially completed within ninety (90) days after the Effective Date, Lessor and Lessee shall negotiate in good faith to account for proposed increases in any quoted installation payments and/or Lease Payments if costs to perform such installation materially increase following such ninety (90) day period, provided such



costs are reasonable and documented by Lessor and compliance with applicable laws and regulations (including Section 49.273 of the Texas Water Code) may be retained.

#### **SECTION 5 - TITLE TO LEASED PROPERTY: LIENS AND ENCUMBRANCES**

The Leased Property shall at all times be and remain the sole and exclusive property of Lessor, and Lessee shall have no right of property therein, but only the right to use the Leased Property upon the terms and conditions herein contained, subject to the Purchase Option contemplated in Section 4. It is expressly agreed that the Leased Property shall be considered and remain personal property even though it may be attached or affixed to real estate. Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, lease, sublease, security interest, restriction, covenant or claim of any kind or nature whatsoever (any of the foregoing, a "Lien") on or with respect to any piece of Leased Property, Lessor's title thereto or any interest therein. Lessee will promptly, at its own expense, take such action as may be necessary duly to discharge any such Lien, other than this Agreement, and Lessee shall keep each piece of Leased Property free from all Liens asserted by any persons. Lessee shall immediately advise Lessor regarding any notice of any claim, lien, levy, or legal process issued against the Leased Property. If Lessee shall fail to discharge any Lien filed against the Leased Property within sixty (60) days after the filing of same, Lessor may take any actions necessary to discharge said Lien and any costs and expenses incurred by Lessor, including, without limitation, reasonable attorneys', shall be added to the next monthly Lease Payment for reimbursement. Lessor is hereby authorized to file, in any jurisdiction deemed appropriate by Lessor, any UCC financing statements naming Lessor as secured party or lessor and naming Lessee as debtor or lessee, with a collateral description that includes all equipment now or hereafter leased by Lessor to Lessee and any proceeds and products thereof (including insurance proceeds). If the Leased Property is attached or affixed to real estate which is owned by any other person or entity other than Lessee or which is subject to a mortgage, Lessee shall obtain and deliver to Lessor a consent and waiver from the landlord or such mortgagee, as the case may be, in a form acceptable to Lessor which shall prohibit landlord from claiming a security interest in the Leased Property, and which shall permit Lessor to remove the Leased Property from said real estate at any time during the term of, or after the expiration of, this Agreement. Lessor may display notice of its ownership of the Leased Property by affixing to each item of equipment an identifying stencil or plate or other indication of ownership and Lessee agrees that it will not remove, deface or obliterate any such notice.

#### **SECTION 6 – REMOVAL OR ALTERATION OF LEASED PROPERTY**

Lessee shall not, without the prior written consent of Lessor, remove or relinquish possession of the Leased Property nor shall Lessee make any alteration or improvement in the Leased Property without having first obtained Lessor's prior written consent. Any alterations or improvements to the Leased Property shall be the property of Lessor. The Leased Property shall at all times be stored and located at Lessee's Facility.

#### **SECTION 7 – LATE CHARGE**

If any Lease Payment is not paid within thirty (30) days after the due date, Lessee shall pay to Lessor a later charge of five percent (5%) of the outstanding amount of the Lease Payment.

**SECTION 8 – LESSOR’S WARRANTIES**

The Lessor covenants and agrees as follows:

- a) The Lessor has or will have by the date of beginning its delivery of the Leased Property, title to the Leased Property, free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due and the lien or liens securing only the purchase money mortgage of the Leased Property or financing secured by this Agreement.
- b) The Leased Property shall be constructed to meet the current applicable TCEQ design criteria.
- c) The Lessor shall undertake any reasonable action requested by Lessee to enforce any and all warranties or guarantees to which Lessor is entitled on the Leased Property or assign such warranties or guarantees to Lessee.
- d) The Lessor warrants and guarantees that the Leased Property is and will be free from defects in materials and workmanship for twelve (12) months from Final Completion, so long as the Agreement remains in effect.
- e) Lessor shall have no obligation with respect the operation and maintenance of the Leased Property following Final Completion.

**SECTION 9 – LESSEE’S WARRANTIES**

The Lessee covenants and agrees as follows:

- a) The Lessee is a political subdivision of the State of Texas, duly organized and existing under the Constitution and laws of the State of Texas with full power and authority to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- b) Lessee has duly authorized the execution and delivery of this Agreement by proper action of its governing body at a meeting duly called, convened and attended by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.
- c) Lessee knows of no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a Lessee Event of Default (as hereinafter defined) as of the Effective Date.

**SECTION 10 - OPERATION AND MAINTENANCE; RETURN OF LEASED PROPERTY**

Lessee shall comply with and conform to all municipal, state, and federal laws relating to the operation of the Leased Property and shall ensure that the Leased Property is operated by competent and qualified personnel. Lessee shall maintain, at its own cost and expense, the Leased Property in good condition and running order at all times during the term of this Agreement. During the Term, Lessee shall be solely responsible for and pay any and all costs or expenses associated with the maintenance, repair and storage of the Leased Property, except for any

maintenance or repair costs that fall within the scope of the 12-month warranty provided by Lessor pursuant to Section 8(d) hereof.

Upon the expiration or earlier termination of this Agreement, Lessee shall surrender the Leased Property to Lessor in good and satisfactory condition, normal wear and tear excepted. Thereafter, Lessor shall, at its sole cost and expense, remove the Leased Property from Lessee's Facility within ninety (90) days after the Leased Property is surrendered to Lessor. Notwithstanding the foregoing, Lessee shall be responsible for dewatering and cleaning of the Leased Property prior to its removal by Lessor. If Lessee fails to surrender the Leased Property upon the expiration or earlier termination of this Agreement, Lessee shall defend and indemnify Lessor from all liability and expenses resulting from the delay or failure to surrender.

If the Leased Property is not removed within the ninety (90) day period, Lessee may consider the Leased Property abandoned and may dispose of the Leased Property in any manner at Lessor's expense, which shall be reimbursed to Lessee within thirty (30) days after delivery of an invoice thereof. This paragraph shall not apply at any time after Lessee purchases the Leased Property.

#### **SECTION 11 - RISK OF LOSS AND INSURANCE**

- a) Lessee's Insurance: Upon Substantial Completion, Lessee shall furnish Lessor with a certificate(s) of insurance, and copies of policy endorsements, showing compliance with the insurance requirements set forth below. Lessee shall purchase and maintain the following liability coverage policies at all times with respect to the Leased Property and its operations.
  - i. Property and equipment breakdown liability coverage naming Lessor and its assigns as loss payee and insuring the Leased Property against loss or damage on a Special Causes of Loss policy form, including, but not limited to, loss caused by windstorm, terrorism, flood, tidal surge, earthquake, and sinkhole. Such insurance shall provide a property damage coverage limit equal to the replacement cost of the Leased Property and a business interruption limit equal to one year of Lease Payments.
  - ii. Commercial general liability coverage naming Lessor and its assigns as additional insured and providing a limit of not less than \$3,000,000 per occurrence. Such insurance shall cover liability arising from the premises and operations of the Leased Property and liability assumed under an insured contract. The additional liability coverage provided to Lessor shall apply as primary liability coverage with respect to any other liability coverage or self-insurance programs afforded to Lessor.
  - iii. Pollution legal liability coverage in an amount not less than \$2,000,000 per occurrence and providing coverage for third-party bodily injury and property damage claims, as well as coverage for cleanup costs, resulting

from a pollution condition or event arising out of the operation of the Leased Property.

- iv. Workers compensation and employers liability coverage in such amounts and as otherwise required by the laws of the State of Texas.
- b) Lessor's Insurance: During the unloading, assembly and installation of the Leased Property, Lessor shall purchase and maintain the following insurance policies until Substantial Completion has been achieved:
- i. Property insurance covering damage to the Leased Property while being unloaded, stored, assembled, erected or in transit at or around the job site.
  - ii. Commercial general liability insurance naming Lessee and its assigns as additional insured and providing a limit of not less than \$3,000,000 per occurrence. The additional insured coverage provided to Lessee shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Lessor.
  - iii. Workers compensation and employers liability insurance in such amounts and as otherwise required by the laws of the State of Texas.
- c) Waiver of Subrogation: Lessee and Lessor hereby waive any recovery rights for damages against each other (including their employees, officers, directors, agents, or representatives) for loss, damage and injury to the extent the loss, damage or injury is covered by the insurance coverage required in this Section 11.
- d) Deductible and Self-Insured Retentions (SIRs): The Lessee shall be responsible for paying any deductibles or SIRs applicable to covered claims under any of the insurance policies required to be purchased and maintained by Lessee. Lessor shall be responsible for paying any deductibles or SIRs applicable to covered claims under any of the liability policies required to be purchased and maintained by Lessor.
- e) Financial Rating of Insurers: Lessee and Lessor shall purchase the required liability coverage from insurers/companies authorized to do business in the State of Texas and endeavor to secure insurance from a company having a financial strength rating by A.M. Best Company of A- or better rating, but in no instance less than "B+".
- f) Risk of Loss: Except as otherwise provided in this Section, Lessee shall bear the risk of any loss or damage to the Leased Property and all component parts thereof from any cause whatsoever, whether or not covered by insurance, unless the loss or damage is caused by the gross negligence, intentional act or willful misconduct of Lessor. In the event the Leased Property is destroyed, stolen or damaged beyond repair, Lessee shall forthwith pay to Lessor the replacement value of the Leased Property immediately prior to such destruction, theft or damage less (a) the salvage value, if any, of the Leased Property and (b) the insurance proceeds actually

received by Lessor because of such destruction, theft or damage. Notwithstanding any damage to the Leased Property, the Lease Payments shall continue to be paid by Lessee.

## **SECTION 12 - ASSIGNMENT AND SUBLEASE**

Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Lessee shall not sublease the Leased Property without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event of any such assignment pursuant to this Section 12, the relevant assignee shall thereupon acquire all of the rights, obligations, and remedies possessed by or available to the relevant assignor and shall execute an acknowledgment agreeing to be bound by the terms and conditions of this Agreement. Notwithstanding the foregoing, Lessee shall have the ability to freely assign this Agreement to an entity that controls, is controlled by, or is under common control with Lessee, or (if the Agreement is entered into on behalf of a developing municipal utility district or similar special district (“MUD”)), the MUD that the developer enters into a contract in connection with the organization of the MUD. Notwithstanding any assignment or sublease of Lessee hereunder, Lessee shall remain liable to Lessor for all obligations of Lessee under this Agreement.

## **SECTION 13 - EVENTS OF DEFAULT**

- a) Lessee Events of Default: The following events shall be deemed to be events of default by the Lessee under this Agreement (each, a “Lessee Event of Default”):
- i. The Lessee fails to pay any Lease Payments during the Term and such failure shall continue for a period of thirty (30) days;
  - ii. The Lessee fails to comply with any other material term, provision or covenants of this Agreement and does not cure such failure within sixty (60) days after written notice thereof by the Lessor to Lessee;
  - iii. Lessee abandons the Leased Property;
  - iv. Any right or interest of Lessee under this Agreement is subjected to attachment, execution or other levy or seizure under legal process, if not released within thirty (30) days;
  - v. An assignment by Lessee for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee bankrupt, unless with respect to an involuntary petition only, such petition is discharged within thirty (30) days;
  - vi. Lessee dissolves; or
  - vii. A receiver is appointed to take possession of Lessee’s property or of Lessee’s interest in the Leased Property.

- b) Remedies of Lessor upon Lessee Default: Upon the occurrence of any such Lessee Event of Default, in addition to any other rights afforded to Lessor by Law, the Lessor shall have the following rights:
- i. terminate this Agreement and Lessee's right to possession of the Leased Property;
  - ii. the right to retake and retain the Leased Property, with or without terminating this Agreement by written notice to Lessee, and to recover from Lessee all costs of recovery, including without limitation, reasonable attorneys' fees, repair costs and other related expenses;
  - iii. file a lien against Lessee's Facility to the extent of any unpaid amounts owing under this Agreement; and
  - iv. seek a deficiency judgment against Lessee and seek reimbursement in an amount equal to all past due amounts of Lease Payments owed by the Lessee and any late payment penalties indicated on **Exhibit C** as limited by Government Code Section 271.153.

Lessor's rights hereunder shall be cumulative and non-exclusive. No waiver of any Lessee Event of Default shall constitute a waiver of any other breach or default by Lessee. The subsequent acceptance of a Lease Payment shall not constitute a waiver of an Event of Default by Lessor.

- c) Lessee Documentation Requirements: Lessee hereby represents and warrants that any financing arrangement impacted by the obligations of this Agreement is and shall be subordinated to the reimbursement obligations of Lessor in Section 13(b)(iv).
- d) Lessor Events of Default; Remedies of Less upon Lessor Default: In the event that the Lessor fails to comply with any material term, provision or covenant of this Agreement and does not cure such failure within sixty (60) days after written notice thereof by the Lessee to the Lessor, the Lessee shall have the right to either suspend payment of Lease Payments to Lessee until such default is cured or otherwise terminate this Agreement and exercise any of its rights hereunder, or otherwise available at law or in equity.
- e) Lessor Mortgage or Lender Defaults: In the event the Lessor receives any notice of default under its purchase money mortgage or another item which could create a lien on the Leased Property, Lessor shall promptly provide Lessee with a copy of such notice of default. If Lessor fails to make such payments, together with any interest or penalty, required to be paid in connection therewith, the Lessee shall have the right to make such payments, which may be deducted by the Lessee from any Lease Payments thereafter becoming due hereunder; provided, however, that the Lessee shall not be authorized or empowered to make any payment under the terms of this Section 13(e) unless the item paid is superior to the Lessee's interest hereunder. Lessor warrants to Lessee that it shall make all such payments timely,

and LESSOR AGREES TO INDEMNIFY AND DEFEND LESSEE AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR NON-PAYMENT OF WORK, MATERIAL, LABOR AND/OR EQUIPMENT PROVIDED BY OR THROUGH LESSOR, AND/OR SUITS BROUGHT AGAINST LESSEE IN ANY WAY ARISING OUT OF LESSOR'S FAILURE TO PAY ITS SUBCONTRACTORS OR OTHERS FOR WORK RELATED TO THE LEASED PROPERTY (INCLUDING WITHOUT LIMITATION, REASONABLE LEGAL FEES AND COURT COSTS).

#### **SECTION 14 – ENVIRONMENTAL MATTERS**

a) The Parties hereby acknowledge that emerging contaminants, such as per- and polyfluoroalkyl substances ("PFAS"), MTBE and other Hazardous Materials that are not regulated by the United States Environmental Protection Agency ("EPA") or state environmental agencies or health department but for which EPA or state agencies have issued a health or public safety advisory or guidance ("Emerging Contaminants") may be present in municipal sewage and water which is collected by the Lessee and treated by the Leased Property. Lessee represents that it will make any available information regarding the constituents and Hazardous Materials in the sewage and water to be treated by the Leased Property available to Lessor upon reasonable notice. Lessee shall immediately notify Lessor of any Hazardous Materials of which Lessee becomes aware during the term of this Agreement that may cause damage to the Leased Property or result in a violation of Environmental Laws or discharge of a Hazardous Material or Emerging Contaminant into surface water or a source of drinking water. In no event shall Lessor be liable to Lessee for any Hazardous Materials located at Lessee's Facility or for any other environmental matters unless caused by Lessor's intentional acts, gross negligence or willful misconduct.

b) Lessor or Lessee may be required to notify the appropriate governmental authorities of the discovery of certain types of Hazardous Material in sewage and water collected by Lessee and that is treated and discharged through the Leased Property. Lessor and Lessee will, at all times, alert each other when they believe a discharge, release, bypass or other incident requires immediate attention and reporting, prior to reporting to the appropriate authorities. It shall be the responsibility of the Lessee to notify the appropriate federal, state, or local public agencies as required by law, and to disclose in a timely manner any information that may be necessary to prevent any danger to health, safety, or the environment. Nothing in this Agreement is intended to prevent Lessor or Lessee from complying with any Laws in an emergency situation or otherwise.

c) As used herein, "Hazardous Materials" shall mean any substance, whether mixed, commingled or otherwise combined with other substances, materials, or wastes: (i) the presence of which requires investigation, reporting, removal or remediation under any federal, state, or local environmental statute, regulation, permit, authorization, ordinance, rules, or guidance, as they may be amended from time to time ("Environmental Law"); (ii) that is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous substance," "radioactive," "toxic," "noxious," "contaminant," or other type of pollutant or contaminant under any applicable Environmental Law; (iii) that is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; (iv) that is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives; (v)



that is or contains polychlorinated biphenyls (PCBs), per- and polyfluoroalkyl substances (PFAS), asbestos, radon or urea formaldehyde, gasoline, diesel fuel or other petroleum hydrocarbons (including naturally occurring, man-made petroleum hydrocarbons or distillates), volatile organic compounds, semi-volatile organic compounds; (vi) the presence of which causes or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment; or (vii) Emerging Contaminants.

#### **SECTION 15 – INDEMNIFICATION; LIMITATION OF LIABILITY**

a) TO THE FULLEST EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, LESSEE SHALL APPEAR AND FULLY DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS LESSOR AND ITS MEMBERS, PARTNERS, SHAREHOLDERS, OWNERS, SUBSIDIARIES AND AFFILIATES, AND ANY OF THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS (COLLECTIVELY “INDEMNITEES”) FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, COSTS, JUDGMENTS, MECHANICS’ LIENS, VIOLATIONS OF ENVIRONMENTAL LAWS, ENVIRONMENTAL INVESTIGATIONS, REMEDIATIONS AND COMPLIANCE COSTS, STOP PAYMENT NOTICES, BOND CLAIMS, PENALTIES, FINES, DAMAGES, BREACHES, LIABILITIES, LOSSES, AND EXPENSES, INCLUDING ANY FEES AND COSTS OF ACCOUNTANTS, ATTORNEYS, EXPERTS, CONSULTANTS OR OTHER PROFESSIONALS, OR INVESTIGATION EXPENSES, LOSSES, OR LIABILITIES IN LAW OR IN EQUITY (COLLECTIVELY “DAMAGE”), ARISING OUT OF OR IN CONNECTION WITH, RESULTING FROM OR RELATED TO, THE INTENTIONAL, WILLFUL OR NEGLIGENT ACTS OF LESSEE RELATED TO THE LEASED PROPERTY, THIS AGREEMENT, THE LEASE BY LESSEE OF THE LEASED PROPERTY, OR THE OWNERSHIP, LEASING, SUBLEASING, POSSESSION, USE, OPERATION, LOCATION, PRESENCE, MAINTENANCE, ALTERATION, MODIFICATION, IMPROVEMENT, SERVICING, REPAIR, EXCHANGE, SUBSTITUTION, REPLACEMENT, OR LOSS OF, OR ANY DAMAGE TO, ANY ITEM OF THE LEASED PROPERTY OR ANY INTEREST THEREIN, OR THE EXECUTION, DELIVERY, FILING, REGISTRATION, RECORDING, PRESENCE, PERFORMANCE OF, ANY PAYMENT UNDER OR THE ENFORCEMENT OF, OR THE CURE OF ANY DEFAULT OR THE EXERCISE OF ANY REMEDY UNDER, THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED FROM TIME TO TIME PURSUANT TO THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH DAMAGE IS CAUSED BY AN INDEMNITEES’ NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, AND FURTHER PROVIDED THAT IN NO EVENT SHALL LESSEE BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES IN CONNECTION WITH THE INDEMNIFICATION OBLIGATIONS PRESENT IN THIS SECTION 15(A) EXCEPT TO THE EXTENT SUCH DAMAGE IS CAUSED BY LESSEE’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND SUCH LIABILITY IS OTHERWISE PERMITTED BY THE TEXAS CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS. THE OBLIGATIONS OF THE LESSEE UNDER THIS SECTION 15(A) SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT UNTIL THE EXPIRATION OF THE STATUTE OF LIMITATIONS APPLICABLE TO THIS AGREEMENT.

b) **Limitation of Liability:** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR CLAIMS BASED ON LESSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR THIRD-PARTY CLAIMS COVERED BY LESSOR'S INDEMNIFICATION OBLIGATIONS, LESSOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGE OR LOSS ARISING FROM, RELATING TO OR IN CONNECTION WITH THE LEASED PROPERTY AND/OR LESSOR'S PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, REGARDLESS OF FAULT. Lessor shall not be liable for any damages by reason of negligent operation of the Leased Property by Lessee. Notwithstanding anything to the contrary in this Section 15(b), any limitation of liability present in Section 15(b) shall in no way limit any indemnity obligations of Lessor in Section 13, respectively.

#### **SECTION 16 - DISCLAIMER OF WARRANTIES**

LESSOR HAS NOT MAKE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITIONS, QUALITY, DURABILITY, SUITABILITY, OR MERCHANTABILITY OF THE LEASED PROPERTY. EXCEPT AS SET FORTH IN THIS AGREEMENT, LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE LEASED PROPERTY, OR DEFECT THEREIN UNLESS CAUSED BY THE INTENTIONAL ACT, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF LESSOR. LESSEE ASSUMES ALL RESPONSIBILITY FOR THE CONDITION OF THE LEASED PROPERTY AND ACCEPTS THE LEASED PROPERTY IN ITS "AS-IS, WHERE-IS" CONDITION.

#### **SECTION 17 – PAYMENTS AND NOTICES**

Except as otherwise provided herein, each provision of this Agreement or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by the Lessor to the Lessee or with reference to the sending, mailing or delivery of any notice or the making of any payment by Lessee to the Lessor shall be deemed to be complied with, when and if the following steps are taken:

- a) All Lease Payments and other payments required to be made by the Lessee to the Lessor hereunder shall be payable to Lessor at the address herein below set forth, or at such other address as Lessor may specify from time to time by written notice delivered in accordance herewith.
- b) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered upon actual receipt of the parties hereto at the respective addressed set out opposite their names below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

**LESSEE:** City of Dripping Springs, TX  
Attention: Public Works Director  
[areed@cityofdrippingsprings.com](mailto:areed@cityofdrippingsprings.com)  
511 Mercer Street  
Dripping Springs, Texas 78620

**LESSOR:** AUC Group, LLC  
contracts@aucgroup.net  
1800 Augusta Drive, Ste 108  
Houston, Texas 77057

#### **SECTION 18- INTERPRETATION**

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

#### **SECTION 19 – BINDING EFFECT**

The terms, provisions, covenants and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns except as otherwise expressly provided.

#### **SECTION 20 - TAXES**

During the Term, Lessee shall be solely responsible for the payment of all applicable taxes (including, without limitation, all property and sales taxes), assessments and licensing and registration fees imposed or levied by any taxing authority or other entity on the Leased Property.

#### **SECTION 21 – GOVERNING LAW**

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based on, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the Texas Constitution and the laws of the State of Texas, including its statutes of limitations.

#### **SECTION 22 – FORUM FOR DISPUTES**

The parties agree that should any suit, action or proceeding arising out of this Agreement be instituted by any party hereto (other than a suit, action or proceeding to enforce or realize upon any final court judgment arising out of this Agreement), such suit, action or proceeding shall be instituted only in the county in which Lessee is located. Each of the parties hereto consents to the in personam jurisdiction of any such state or federal court in the county in which Lessee is located and waives any objection to the venue of any suit, action or proceeding.

**SECTION 23 – ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified unless in a writing signed by all parties.

**SECTION 24 - SEVERABILITY**

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**SECTION 25 - COUNTERPARTS**

This Agreement may be executed in one or more counterparts, all of which together shall constitute one Agreement.

**SECTION 26 – CHAPTER 2271 VERIFICATION**

By signing and entering into the Agreement, Lessor verifies, pursuant to Chapter 2271 of the Texas Government Code, that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

**SECTION 27 – ANTI-TERRORISM**

Each of Lessor and Lessee hereby represents and warrants that at the time of this Agreement neither they, nor any of their respective wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates:

- a) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code; or
- b) is a company listed by the Texas Comptroller pursuant to Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

**SECTION 28 – ANTI-CORRUPTION AND TRADE CONTROL**

a) Anti-Corruption Terms. To the extent applicable, Lessee, its officers, directors, employees, agents, and any other persons acting on its behalf are in compliance with, and shall continue to comply with, the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") and any other applicable anti-bribery or anti-corruption laws or regulations. Lessee, its officers, directors, employees, agents, and any other persons acting on its behalf shall not take any action in furtherance of making, offering, promising, or authorizing, directly or indirectly, the payment

or giving of money or anything else of value to any: (i) officer, member, or employee of a state or government-owned business, anyone acting in an official capacity for or on behalf of a governmental agency, instrumentality or institution, a political party official, a candidate to a political or governmental office, members of monarchies or royal families, or any government officer or employee ("Government Official") for any improper purpose; or (ii) other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, promised, or given, directly or indirectly, to a Government Official for any improper purpose. Lessee shall immediately notify Lessor in writing if subsequent developments cause the statements in this section to be inaccurate or incomplete.

b) Trade Control Terms: sanctions and export controls. To the extent applicable, Lessee, its officers, directors, employees, and any individuals or entities ("persons") acting on its behalf shall at all times comply with all sanctions and export control laws, regulations, and orders, which may be administered and enforced from time to time by the U.S. Government (including but not limited to the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of Commerce's Bureau of Industry and Security, and the U.S. Department of State), as well as by any relevant sanctions or export control authority of a jurisdiction where the parties to this Agreement operate (collectively, "Trade Control Laws"). Lessee, its officers, directors, employees and any persons acting on its behalf (i) are not, and (ii) are not owned or controlled directly or indirectly by: (a) persons that are the target of any Trade Control Laws, including but not limited to persons that are identified on the OFAC Specially Designated Nationals and Blocked Persons List, persons meeting the definition of the Government of Venezuela, or (b) persons located, organized, or resident in Venezuela or in any country or region that is the target of any U.S. comprehensive sanctions (including currently Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the Donetsk People's Republic, and the Luhansk People's Republic together "Sanctioned Countries"). In the performance of this Agreement, Lessee shall not directly or indirectly export, re-export, transfer, or import commodities, software, technology, or services (i) to or from any person located in or acting on behalf of a person located in Venezuela or in any Sanctioned Country, or (ii) in any other manner that would result in a violation of any Trade Control Laws, including U.S. sanctions and export control laws, by any person. Lessee shall immediately notify Lessor in writing if subsequent developments cause the statements in this Section to be inaccurate or incomplete.

## **SECTION 29 – ANTI - BOYCOTT OF ENERGY COMPANIES VERIFICATION**

By signing and entering into this Agreement, Lessor verifies, pursuant Chapter 2274 (as added by Senate Bill 13, 87th Legislature Regular Session) of the Texas Government Code, it is a Company that does not boycott energy companies and will not boycott energy companies during the term of this Agreement. For purposes of this paragraph, "boycott energy company" has the meaning assigned by Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit.

**SECTION 30 - ANTI-DISCRIMINATION OF FIREARM ENTITY OR FIREARM TRADE ASSOCIATION VERIFICATION**

By signing and entering into this Agreement, Lessor verifies, pursuant to Chapter 2274 (as added by Senate Bill 19, 87th Legislature Regular Session) of the Texas Government Code, that it is a Company that does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association. For purposes of this paragraph, “discriminate against a firearm entity or firearm trade association” has the meaning assigned by Section 2274.001(3), Texas Government Code. For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. The term does not include a sole proprietorship.

**SECTION 31 – WAIVER OF CHAPTER 2272 CLAIMS PROCEDURES**

The Parties mutually agree that Chapter 2272 of Subtitle F, Title 10, of the Texas Government Code (“Chapter 2272”), shall not apply to this Agreement, and waive any application of Chapter 2272 to this Agreement.

*[Signatures follow]*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**AUC GROUP, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

**CITY OF DRIPPING SPRINGS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name



**Exhibit A**  
**Leased Property**

Wastewater treatment plant expansion to 125,000 gallons per day average daily flow constructed per AUC Standards.

1. (1) Aeration Basin
2. (1) Aeration/Digester Basin
3. (1) Clarifier
4. (1) CL2 Basin
5. (1) Manual Bar Screen
6. RAS, WAS, Scum, and Decant Air Lifts
7. (Lot) Air Diffuser Assemblies with Course Bubble Diffusers
8. (5) Positive Displacement Blowers with Combination Motor Starters
9. Flow Measuring System
10. (Lot) Access Bridges and Stairs
11. Interconnecting Piping
12. Coatings
13. Modifications to Existing Plant
14. Modifications to Existing Sodium Hypochlorite Chlorination System

## Exhibit B

### Scope of Work

1. Preparation of submittals.
2. Deliver, offload and set all equipment on accessible foundation(s). **Foundations to be provided by others.**
3. (1) 19'-6"Ø x 12'-2" tall Clarifier, with internals, access bridge, components, drive unit with torque monitoring device, and local control panel.
  - a. **Clarifier panel shipped loose for installation by others.**
  - b. Sand and grout.
4. (1) 24-ft x 12-ft x 12'-2" tall Aeration Basin. The tank will include:
  - a. (1) Partition wall along the length of the aeration basin to provide (2) aeration compartments.
  - b. (Lot) 2-inch AUC-SP2 diffusers with drop pipes and ball valves.
  - c. (2) 3-inch tank drain nozzles with gate valves.
5. (1) 52-ft x 12-ft x 12'-2" tall combination Aeration/Digester Basin. The tank will include:
  - a. (1) Partition wall between the aeration and digester compartments.
  - b. (Lot) 2-inch AUC-SP2 diffusers with drop pipes and ball valves.
  - c. (2) 3-inch tank drain nozzles with gate valves.
  - d. (1) 3-inch sludge draw-off with quick-disconnect.
  - e. (1) 3-inch adjustable decant arm airlift.
6. (1) 12-ft x 6-ft x 10'-2" tall Chlorine Contact Basin. Basin shall include baffle walls, v-notch weir, mixing device, diffuser drop assemblies, and drains with gate valves.
  - a. Effluent nozzle at wall. **Outfall piping from flange on the tank shall be by others.**
7. Above-ground, interconnecting valves, piping, fittings, and appurtenances, limited to aeration transfer lines, clarifier influent/mixed liquor piping, clarifier effluent line, airlift discharge lines, and air piping from blowers to Aeration, Digester, and C12 Basins.
  - a. (Lot) miscellaneous supply lines to air lifts.
  - b. Pipe supports as necessary. **Concrete pads/pedestals for pipe supports by others.**
  - c. **NPW piping, including hose bibbs to new plant shall be by others.**
8. Airlift Pumps, including RAS/WAS, scum, and decants.
9. (1) Manual bar screen and flow splitter box, with influent force main nozzle. **Force main piping to nozzle at box shall be by others.**
10. Modifications to existing sodium hypochlorite disinfection system, including (1) new metering pump and integration of new pump with existing system. One pump shall be dedicated to each C12 Basin with a common standby.
  - a. **Chlorine solution piping from building to injection point shall be by others.**
11. Flow measuring equipment, including flow meter, chart recorder, staff gauge and transducer.
  - a. Recalibration and re-ranging of the existing flow meter.
12. (5) Positive Displacement Blowers with blower accessories, including blower discharge header and valves, enclosures, and control panels.

- a. **Local blower panels to be shipped loose for installation by others.**
  - b. **Blower equipment pad foundation to be provided by others.**
- 13. (1) Access stairs with handrail and treads. **Concrete stair landing pad shall be provided by others.**
- 14. (Lot) Air bridges with grating, handrail, and kick plates.
- 15. (Lot) interconnecting access bridges with grating, handrail, and kick plates.
- 16. Modifications to existing plant, including:
  - a. Installation of aeration transfer line from new partitioned Aeration Basin to existing Aeration Basin.
  - b. Re-routing of existing 4" RAS line from existing plant to the new Aeration Basin.
  - c. Modifications to handrails of existing air bridge to accommodate interconnecting access bridge from new plant.
- 17. Coatings and corrosion protection of items furnished by AUC.
- 18. All fasteners for items provided by AUC.
- 19. Electrical service is assumed to be single-phase, 240V.
- 20. AUC will provide O & M manuals and start-up services for equipment provided.
- 21. Freight allowed to your accessible jobsite. All of the items will be offloaded by AUC.
- 22. Guarantee is two years from date of acceptance, not to exceed 30 months from date of shipment, and shall be limited to defects in materials and workmanship.

**Exclusions:**

- 1. All-weather access, including tree trimming, for delivery of all equipment and for the duration of the installation of the wastewater treatment plant.
- 2. All items not specifically listed above.
- 3. Any and all site work.
- 4. Permits, bonds, taxes or fees.
- 5. All tank foundations, including subgrade stabilization, fill, and sub-base for foundations.
- 6. All concrete pads for equipment, blowers, pipe supports, and stair landings.
- 7. Site leveling, grading, pavement and access, fencing, pipe bollards or any other site work not specifically identified in the scope.
- 8. Expansion and modifications to the effluent disposal system, including storage.
- 9. All electrical work, including installation of panels and wiring and conduit from to panels, devices, disconnects, and motors.
- 10. Emergency backup power, transformer, MCC, autodialer system, tank and area lighting, electrical service and any other electrical work not identified above.
- 11. Geotechnical report, soil borings, survey and site plan (to be furnished by Owner).
- 12. Water to fill and test the plant or seed sludge.
- 13. Any and all underground piping.
- 14. Yard piping, force main, potable water, NPW water lines, hose bibs, chlorine solution lines, drain lines, etc. unless specifically noted above.
- 15. Cold-weather protection, including insulation, heat tracing and/or aluminum jacketing.
- 16. Any other item not specifically described herein or in above scope of work.

**OWNER AGREES TO PROVIDE STABLE ALL WEATHER ACCESS TO AN ACCESSIBLE WASTEWATER TREATMENT PLANT FOUNDATION FOR DELIVERY OF ALL EQUIPMENT AND BASINS, INCLUDING ACCESS FOR THE DURATION OF THE INSTALLATION OF THE WASTEWATER TREATMENT PLANT EQUIPMENT. OWNER SHALL PROVIDE A CLEAR, STABLE & LEVEL WORK AREA OF AT LEAST 25 FEET WIDE AROUND THE PERIPHERY OF THE WWTP FOUNDATION DURING THE INSTALLATION PROCESS. THE SITE AND ACCESS SHALL BE CAPABLE OF SUPPORTING A CRANE WITH LIFTING CAPACITY OF 100 TONS. ANY FILL OR GRADING NECESSARY TO ACCOMPLISH THIS IS THE RESPONSIBILITY OF THE OWNER.**

**Exhibit C**  
**Monthly Payments**

Lease payments shall be as follows:

- Initial term (Months 1 to 60): \$15,530.00 per month
- Renewal term: \$9,700.00 per month

First and last month's rent due upon Effective Date shall be \$31,060.00.

**Exhibit D**  
**Purchase Option**

(1) 60 months after commencement of Lease Term	\$435,428.00
(2) 66 months after commencement of Lease Term	\$402,541.00
(3) 72 months after commencement of Lease Term	\$367,630.00
(4) 78 months after commencement of Lease Term	\$330,572.00
(5) 84 months after commencement of Lease Term	\$291,235.00
(6) 90 months after commencement of Lease Term	\$249,477.00
(7) 96 months after commencement of Lease Term or anytime thereafter	\$205,150.00

**Exhibit E****Leased Property Design Criteria**

Current design criteria set forth in Title 30, Chapter 217 of the Texas Administrative Code Commission on Environmental Quality ("TCEQ") for domestic sewage to produce an effluent of 10 mg/I BOD<sub>5</sub> and 15 mg/I TSS at 2-hour peak flow of 4Q.



## CITY OF DRIPPING SPRINGS

### RESOLUTION No. 2023-R\_\_

A RESOLUTION OF THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS,  
REVISING THE PERSONNEL MANUAL FOR A FAMILY MEDICAL  
LEAVE ACT (FMLA) POLICY.

**WHEREAS,** each city should have a personnel manual directed to its employees to provide guidance on the duties and responsibilities of the city and the employees; and

**WHEREAS,** the City Council of the City of Dripping Springs (“City Council”) finds it to be in the public interest, and necessary for the public health, safety and welfare, that the City of Dripping Springs Personnel Manual be updated from time to time to reflect current state and federal law and city practices related to city employees; and

**WHEREAS,** the City staff has increased over fifty employees, so the City is required to adopt a comprehensive FMLA policy; and

**WHEREAS,** the City Council of the City of Dripping Springs finds it to be in the interest of hiring and retaining employees to provide a comprehensive FMLA policy for city employees; and

**WHEREAS,** the City Council finds that it is reasonable and prudent for this amendment to the Personnel Manual to be adopted.

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

1. The City Council hereby approves the amendment to City of Dripping Springs Personnel Manual pursuant to Exhibit A, attached.
2. The City Council approves the funds necessary for these personnel actions, as provided in the budget for the current fiscal year.
3. The City Council directs City staff to work with the Mayor and City Administrator to acknowledge the amendment to the Personnel Manual and receive training and information on the amended Personnel Manual under the direction of the Mayor and City Administrator.

**PASSED & APPROVED** this, the 1<sup>st</sup> day of August 2023, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary

**ATTACHMENT “A”**

**Family Medical Leave Act (FMLA) Policy**

## SECTION 5: BENEFITS

### 5.03 Leave

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

- New Year's Day
- Martin Luther King's Birthday (third Monday in January)
- Washington's Birthday (Presidents Day) (third Monday in February)
- Memorial Day (last Monday in May)
- Fourth of July
- Labor Day (first Monday in September)
- Columbus Day (second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day and the Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Full-time, exempt employees required by their supervisors to work on a holiday shall be given the same amount of substitute time off as is worked, up to 8 hours substitute time off with pay on another date. Full-time, nonexempt (hourly employees who are eligible for overtime) employees who are required to work on a holiday shall be given: (1) 8 hours of holiday pay; plus (2) straight time pay for the hours of work on the holiday. Regular, part-time employees are eligible for holiday pay on a pro-rated basis.

Holiday hours are considered hours worked for the purpose of compensatory time off for exempt employees and for overtime for non-exempt employees. An employee on unpaid leave on a designated holiday, or in a non-pay status on a scheduled workday immediately preceding or immediately following a designated holiday, shall not receive pay for the holiday. An employee on preapproved vacation leave on a designated holiday, or any type of paid leave, shall not have the holiday deducted from his or her leave time.

(b) **Religious Observance:** Employees desiring to observe religious holidays not coinciding with an officially designated City holiday may be given time off without pay, or may be authorized to use accrued vacation leave, a floating holiday, or compensatory time.

(c) **Vacation:** Upon hire, full-time, regular employees shall commence to accrue paid vacation as follows: 4 hours each month if employed less than 1 year; 7 hours per month if employed 1 to 4 years; and 10 hours per month if employed more than 4 years, but less than 10 years. A full-time regular employee who has been employed more than 10 years shall receive 14 hours per month of vacation leave. Each regular employee will be eligible to use accrued vacation hours after successfully completing a 90-day introductory period.

Vacation leave shall accrue on a prorated basis each year of employment. All requests for vacation leave are subject to the City's staffing needs and must be approved in advance by the City Administrator. On January 1<sup>st</sup> of each year accrued vacation time will be reviewed for each employee and any accrued vacation hours over 120 hours

shall expire. Accrued vacation leave that has not expired will be paid out when an employee leaves service with the city up to 112 hours.

- (d) **Sick Leave:** Full-time, regular employees shall commence to accrue paid sick leave at the rate of 4 hours per month upon full-time employment with the city. Sick leave may be taken as accrued when an employee is ill, to attend doctor/dentist appointments, or to care for a member of the employee's household. Employees unable to work because of unexpected illnesses shall notify their immediate supervisor as soon as reasonably possible. The City may require a physician's verifying statement for any illness that exceeds 3 working days within a two week pay period, or in the event of excessive absences or absences of extraordinary duration. Sick leave may be carried over to subsequent fiscal years. Accrued sick leave will not be paid out when an employee leaves service with the city. Any employee who exhausts sick leave due to illness may substitute vacation leave or other appropriate paid leave during the time of the illness. Leave that is eligible for Family Medical Leave Act is governed by Section 5.07 of this Manual.
- (e) **Injury Leave:** An employee injured on-the-job shall receive benefits as provided in the City's Workers' Compensation coverage. Nothing herein shall prevent an employee from using accumulated sick leave, vacation leave, or compensatory time off during an absence due to injury. An employee shall immediately report any injury incurred in the line of duty, however minor, to a supervisor, and take such first aid treatment as may be necessary. In the event of a job-related injury, a standard Workers' Compensation claim form must be completed and submitted to the City Administrator within forty-eight (48) hours of the accident causing the injury, or within forty-eight (48) hours from the time the employee is physically able to do so.
- (f) **Compensatory Time:** Salaried, exempt employees will receive compensatory time with pay at a rate of one hour comp time for every hour worked over 40 in a standard seven-day work period (1:1). Compensatory time may be carried over to subsequent fiscal years. Compensatory Time of more than 100 hours may not be carried over to the next fiscal year. The City may either: (1) recommend time off for the employee to use Compensatory Time off; or (2) shall exchange pay for Compensatory Time, at the City Administrator's discretion for payouts of 80 hours or less where the hours cannot be carried over and the employee does not take the hours as paid time off. The Mayor may approve an additional payout of 20 hours of compensatory time off. For payouts of over 80 hours not approved by the Mayor, the issue may only be approved by City Council. This section does not apply to compensatory time off earned in lieu of overtime for nonexempt employees.
- (g) **Civic Leave:** Each January 1<sup>st</sup> each full-time, exempt and non-exempt, regular employees shall accrue 8 hours of paid leave toward satisfying civic activities, such as voting ~~and to report to calls for jury service~~. New employees accrue the 8 hours of Civic Leave upon employment. In addition, employees are provided paid civic leave for jury service. Employees granted civic leave for jury service shall retain all juror fees. Employees excused or released from jury service during working hours shall report to their work stations, unless otherwise instructed. Civic leave may not be carried

over to subsequent fiscal years.

**(h) Bereavement Leave:** Bereavement leave shall be available to any full-time or part-time regular employee whose 90-day introductory period has been completed.

Bereavement leave shall not exceed twenty-four work hours within sixty (60) days of the death of a family member or a member of the employee's household~~three consecutive workdays~~, and shall be prorated for part-time regular employees.

Bereavement leave is available upon the death of an immediate family member or a member of the employee's household. Immediate family member includes children, spouse or partner, parent, grandparent, grandchild, or sibling, whether related by blood or marriage. A member of the employee's household includes any individual who resides with the employee. Bereavement leave is available for each death meeting the above criteria.

~~**(i) Family & Medical Leave:** Benefits under the Family & Medical Leave Act will not accrue to any city employee until required by law (when the city reaches 50 employees or the change in the law occurs). When the City has fifty (50) or more employees or otherwise becomes subject to the FMLA, each full-time, regular employee shall be entitled to leave in accordance with the federal Family & Medical Leave Act (FMLA), if applicable. It is the City's policy that any accrued vacation leave, sick leave, and compensatory time shall be applied toward FMLA leave and run concurrently with FMLA leave until exhausted prior to commencing any unpaid portion of the requested FMLA leave. If an employee has a question regarding eligibility regarding FMLA leave, the employee should contact the City Administrator.~~

~~**(j) Pregnancy & Parental Leave:** An employee shall be entitled to non-compensated parental leave of up to twelve (12) weeks of leave. The twelve (12) weeks of leave shall be inclusive of any paid leave that is taken for the parental leave. Parental Leave is available to parents for the birth of the employee's child or the placement of a child with the employee for adoption or foster care to be used during the first twelve months after the birth, adoption, or placement of the child with the employee. Each pregnant employee shall be treated the same as other similarly situated employee regarding requests for sick leave and for accommodations related to performing the essential functions of the job. At least ten (10) working days advance written notice of cessation of work shall be required, except in emergencies or in response to doctor's orders. Pregnant employees and employees with illnesses or disabilities arising from pregnancy or maternity shall be entitled to benefits on the same basis as employees with other types of illnesses or disabilities. Available vacation, sick leave or disability benefits may be used for the time during which the employee is medically unable to work. The employee will be entitled to resume work following the end of her pregnancy when she is able to perform her job duties and has obtained a physician's release to return to duty.~~

**(k) Military Leave:**

(1) The City complies with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA), as amended. USERRA is a federal statute that protects employees who engage in military duty in the uniformed services. The exception to the "at-will" doctrine contained in USERRA applies only to this

section of the Personnel Manual regarding military leave.

(2) Military leave shall be approved leave for regular, full-time employees of the City who are members of the state military forces or members of the reserve components of the Armed Forces of the United States.

(3) The paid military leave period is measured as the fiscal year October 1 through September 30.

(4) Employees may elect to continue medical benefit coverage under COBRA for the duration of the military leave unless covered under the provisions of FMLA.

(5) All requests for leave should be accompanied by a copy of the order, directive, notice, or other documents requiring absence from scheduled work.

(6) An employee who is a member of the state military forces or a reserve component of the armed forces will be granted up to fifteen days of paid leave per fiscal year for days on which the employee is engaged in authorized training or duty ordered or authorized by the Texas military pursuant to Chapter 437 of the Government Code:

(1) All requests for leave must be accompanied by a copy of the order, directive, notice, or other document requiring absence from scheduled work.

(2) Leave pay will not be granted for hours before or after the regularly scheduled working hours or for overtime hours scheduled.

(3) No employee using Chapter 437 military leave will be discriminated against for use of this leave or lose any work benefit while using this leave.

(7) Any leave that qualifies for FMLA is regulated by Section 5.07.

**(Hk) Administrative Leave:** In circumstances not falling within other provisions of these policies, the City Administrator or Mayor may authorize an employee to take leave *without pay* under such terms and conditions as may be mutually agreeable. The City Administrator or Mayor may authorize an employee to take up to eighty (80) hours of leave with pay within a twelve-month period when it is in the best interest of the City and staff. Any request for administrative leave exceeding eighty (80) hours within a twelve-month period must be approved by the City Council.

**(ml) Unauthorized Absence:** Employees who are absent from work without having provided notice, obtained a supervisor's approval, provided a legitimate excuse, or who fail to return from scheduled time off without notice, may be deemed to have abandoned their position. Abandonment of an employment position may lead to disciplinary action or the determination that the employee has resigned.

**(am) Donation of Paid Time Off:** One or more employee may donate accrued paid time off, including sick leave, vacation leave, or compensatory time off hours to another employee if: (1) the receiving employee has exhausted all paid time off or will exhaust the paid time off during the expected leave time; (2) the receiving employee is requesting leave for a reason listed above where the employee would normally have paid time off but has exhausted the employee's paid leave; and (3) the supervisor of the receiving employee and the city administrator gives their approval. A receiving employee may not: (1) use donated time off for vacation leave; or (2) use donated time off for more than twelve (12) weeks in one twelve (12) month period.

**(en) Partial Day Absences:**

- (1) Partial Day Absences of less than eight hours where an exempt employee, as defined in Section 2.02 of this Manual, is unavailable for work shall:
- (a) be charged to accumulated time off such as vacation, compensatory time off, sick leave, or other paid leave as appropriate; or
  - (b) be taken as leave without pay if all paid leave is exhausted.
- (2) An exempt employee requesting an absence of less than eight hours due to unavailability, and who has exhausted all paid leave, shall request approval of unpaid leave from the City Council pursuant to Section 5.03(1) pursuant to this Manual or request Donation of Paid Leave under certain circumstances as defined in Section 5.03(n).
- (3) Partial Day Absence leave is not required where the exempt employee is able to reach 40 or more hours in a 7-day work period and where such daily work periods are approved by the City Administrator.

## **5.07 FAMILY AND MEDICAL LEAVE ACT (FMLA)**

### **(a) Definitions**

- (1) 12-Month Period:** A rolling 12-month period measured backward from the date the leave is taken.
- (2) 12-Month Service Member Period:** A single 12-month period measured forward from the first day Service Member Family Leave is taken.
- (3) Child:** A biological, adopted, or foster child, a stepchild, a legal ward; or a child of a person standing in loco parentis, who is standing in the place of a parent, who is either under the age of 18 or age 18 or older and requires active assistance or supervision to provide daily self-care. A biological or legal relationship is necessary. A more detailed definition is provided in the Family and Medical Leave Act which is available from the People and Communications Director's office.
- (4) Health Care Provider:** A Doctor of Medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or any other person determined by the Secretary of Labor to be capable of providing health care services. A more expansive definition is provided in the Family and Medical Leave Act of 1993 which is available in the People and Communications Department.
- (5) Next of Kin:** The nearest blood relative of a Covered Service member.
- (6) Parent:** A biological or adoptive parent or an individual who stands or stood in the place of a parent to an employee when the employee was a child. This term does not include parents-in-law.
- (7) Serious Health Condition:** An illness, injury, impairment, or physical or mental condition that involves:
- (A) Any period of incapacity or treatment that results in inpatient care (i.e., an**



overnight stay) in a hospital, hospice, or residential medical care facility;

(B) Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or

(C) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or 4) for prenatal care. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required. Restorative dental surgeries after an accident or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met.

(8) Spouse: A husband, wife, or domestic partner lawfully married to one other, as defined or recognized under state or federal law for purposes of marriage, including common law marriage.

### **(b) Policy**

An employee may be eligible to take up to twelve (12) weeks of unpaid family and medical leave during a rolling twelve (12) month period. An eligible employee is one who has been employed with the City for at least twelve (12) months, and who has worked at least 1,250 hours during the twelve (12) months preceding the first date leave is to be taken. Leave can be taken for any of the following reasons: birth of a child, placement with the employee of a child for adoption or foster care; when the employee is needed to care for a child, spouse, domestic partner, or parent who has a serious health condition; or when the employee is unable to perform the essential functions of the position because of the employee's own serious health condition.

Generally, employees will be returned to the same or an equivalent position upon their return from FMLA leave. The City complies with all provisions of FMLA in its employment practices and makes available detailed explanations and instructions of FMLA benefits and procedures to all employees who fall within its provisions, should such circumstances arise.

### **(c) Conditions**

All eligible employees shall be granted family or medical leave consisting of unpaid leave, and when requested and appropriate, accrued sick and/or vacation leave, for a combined total of up to twelve (12) weeks during the FMLA leave year for the following reasons:

(1) Family Leave: Any family leave must be taken within twelve months from the date of the birth or placement of a child for adoption or foster care.

(2) The birth and subsequent care of the employee's newborn child and in order to care for the child;

(3) The placement of a child with the employee for adoption or foster care, and to care

for the child.

**(d) Medical Care**

- (1) To care for a spouse or domestic partner, child, or parent who has a serious health condition;
- (2) The employee is unable to perform the essential functions of their position due to the employee's own serious health condition;
- (3) A "qualifying exigency" as a result of the employee's spouse, child, or parent who is a military member on covered active duty or called to covered active duty (or notified of an impending call to active duty), or in support of a contingency operation for covered members of a Reserve component, or
- (4) To care for a covered service member with a serious injury or illness if the employee is the spouse, child, parent, or next of kin of the covered service member (military caregiver leave).
- (5) Any other circumstance provided by the FMLA.
  - (A) Employees are entitled to 12 weeks of FMLA-protected leave for a qualifying reason.
  - (B) Employees are entitled to 26 weeks of leave if they qualify as military caregivers.

**(e) Procedures**

**(5) Twelve-Month Period**

The twelve (12) month period for counting family and medical leave is a "rolling" twelve (12) month period measured backward from the date an employee requests or is placed on FMLA leave. Each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks that has not been used during the immediately preceding 12 months, or 26 weeks provided in certain circumstances.

Employees are eligible to take medical leave intermittently or on a reduced leave schedule only when medically necessary. Employees are not entitled to take family leave intermittently or on a reduced leave schedule unless approved by their Department Director and the City Administrator.

**(6) Employee Request for Leave**

An employee must give at least thirty (30) days' advance notice in writing for the need to take foreseeable family or medical leave for planned medical treatment, unless the need is unforeseeable, in which case, as much notice as is practicable should be given. The request must state the reason for the leave, the anticipated duration of the leave, and the starting and ending dates of the leave. When it is not practicable under the circumstances to provide thirty (30) days advance notice, the employee must give notice to the People and Communications Director as soon as possible but no later than two (2) business days after the employee learns of the need for the FMLA leave.

**(7) Department Notification**

Each Department Director is responsible for notifying the People and

Communications Director and the City Administrator immediately when an employee is away from work for a family and medical leave qualifying event (if family and medical leave has not been approved), even if the employee is utilizing paid vacation, sick or personal leave, or is out due to a work-related injury. An employee using sick leave should be reported to the People and Communications Director or the Director's designee if it is anticipated that the duration of the illness will be three (3) or more days, or once the employee exceeds three (3) days.

**(8) People and Communications Director Responsibility**

People and Communications Director is responsible for the central administration of all requests for family and medical leave. The People and Communications Director reserves the right to automatically place an employee on family and medical leave if it is determined that a qualifying event has occurred. The People and Communications Director may retroactively designate the beginning date of FMLA to the beginning date of the employee's absence for the qualifying event.

**(9) Approval**

An employee shall submit a request for family and medical leave through proper channels to the Department Director who will then forward it to the People and Communications Director for approval. Confidential medical information that accompanies the application can be submitted directly to the People and Communications Director.

**(10) Substitution of Paid Leave**

An employee utilizing this policy for the placement of a child for adoption or foster care with the employee shall be required to exhaust all accrued vacation, parental, sick, and any other applicable paid leave prior to going on unpaid leave. An employee utilizing this policy for the serious illness of a child, spouse, or parent must exhaust all accrued sick leave, vacation leave, compensatory time off, and any other applicable paid leave prior to going on unpaid leave. If an employee gives birth to a child, sick leave can be utilized until the employee receives a release from the doctor. After being released, the employee may use additional sick leave if permitted in accordance with the sick leave policy. Once all applicable sick leave has been used, the employee shall be required to exhaust all accrued vacation, compensatory time, holiday leave, parental leave, and any other accrued paid leave, prior to going on unpaid leave. An employee utilizing this policy for the employee's own serious health condition shall exhaust all accrued sick leave, vacation leave and personal leave prior to going on unpaid leave. If an employee is off work due to a work-related injury and the employee qualifies for family and medical leave, it will run concurrently with any paid leave. The City reserves the right to count any paid leave that qualifies for family and medical leave toward the twelve (12) or twenty-six (26) weeks allowed under this policy.

If medical leave is requested, the employee may use accrued sick leave. After an employee's accrued sick leave has been exhausted, vacation leave may be used as sick leave upon request of the employee. If family leave is requested, the employee may use paid parental leave, if applicable, compensatory time off, and accrued

vacation leave. For the birth of the employee's child and in order to care for the child, the employee may use accrued sick leave.

In the event that the appropriate paid leave is exhausted, the remainder of the family or medical leave period will consist of unpaid leave. Family and Medical leave will run concurrently to accrued sick leave and / or vacation, personal or other leave used for FMLA leave purposes.

#### **(11) Maximum Time Allowed**

The maximum amount of family and medical leave available is twelve (12) weeks during a twelve (12) month period even if there is more than one family and medical leave qualifying event. The only exception to the twelve (12) week maximum is the leave to provide care of an injured service member, described below, which allows for an extended FMLA leave of 26 weeks.

#### **(12) Medical Certification**

The People and Communications Director may require satisfactory proof of the proper use of medical leave and may disallow the applicability of medical leave in the absence of such proof.

The City requires medical certification from a healthcare provider to support a claim for leave to care for a seriously ill child, spouse, or parent, or for the employee's own serious health condition. Medical certifications must be submitted to the People and Communications Director within fifteen (15) working days. Recertification may also be required every 30 days. An employee will be notified if recertification is required. For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. For the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of the position and expected duration. The City does not seek and should not be provided with genetic information. If an employee or applicant's genetic information is inadvertently received by the City; the City will return it to the healthcare provider and not use genetic information for any employment decision or action.

Failure to provide medical certification may result in a delay in the commencement or continuation of the FMLA leave. If a question arises whether an employee on FMLA is utilizing FMLA for reason(s) other than an FMLA-approved illness or injury, the City may take steps to verify the proper use of FMLA leave.

Upon returning to work after leave for the employee's own illness, an employee is required to provide certification to the supervisor that the employee is able to return to regular duties. If the validity of a certification is questioned, the City may require that a second opinion be obtained. If the first and second opinions differ, the City may require a third opinion be obtained. The employee and the City must agree upon a health care provider for the third opinion and this opinion shall be binding on both parties. The City shall bear the expense of second and third opinions.

### **(13) Return to Work**

When an employee returns to work after Family and Medical Leave, the employee shall be restored to the same position or to an equivalent position involving the same or substantially similar duties and responsibilities. An employee will be restored to the same worksite or to a geographically proximate worksite. The employee is also entitled to return to the same shift or an equivalent schedule.

Employees eligible for Family and Medical Leave will generally be returned to their old position or to a position with equal pay, benefits, and other terms and conditions of employment. However, the City cannot guarantee that employees will be returned to their original jobs in all cases. The City will determine whether a position is an equivalent position.

This policy does not entitle any employee to any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken leave. For example, if during an employee's approved leave, the employee is terminated for reasons unconnected with a legitimate leave, or the employee's position is eliminated through a reduction in force, the commitment to return the employee to a position with the City will cease at the time the employee is terminated or the position is eliminated. An employee on medical leave for five (5) consecutive working days or more for the employee's serious health condition, must provide a "Return-to-Work" release from the employee's health care provider before the employee will be permitted to return to work. The "Return-to-Work" release must state that the employee is able to resume work and must specifically reference that employee's job description and specific duties.

The City reserves the right to consult with the employee's health care provider for clarification on "Return to Work" releases or other FMLA documentation provided by the employee. An employee's failure and/or refusal to provide the necessary FMLA documentation and the periodic written updates as to the employee's FMLA status, as required by the FMLA and the City's policies, shall subject the employee to the possible cancellation of the leave, and other disciplinary action up to and including termination.

### **(14) Failure to Return to Work**

Employees who do not return to work after using all Family or Medical Leave will be subject to disciplinary action up to and including termination unless additional leave has been requested, in writing, and approved by the City in accordance with the City's policies. Employees should submit a written request for an extension of leave to the Department Director. This written request should be made as soon as the employee knows that they will not be able to return to work on the originally declared return date.

### **(15) Continuation of Health Coverage Benefits**

While utilizing unpaid Family and Medical Leave, an employee's health coverage benefits will continue without interruption as long as the employee pays their

portion of the health coverage premiums. Health coverage premiums can be deducted from the paycheck before the leave begins, or during the leave, if the employee continues to receive pay (pre-tax), bi-weekly. While on unpaid FMLA, the City will continue to pay its portions of the premiums during the duration of the FMLA.

#### **(16) Intermittent Leave**

When medically necessary, an employee may take Family and Medical Leave on an intermittent basis or work a reduced schedule. Arrangements should be made with the employee's immediate supervisor so that the operations of the department are not unduly disrupted. An employee taking intermittent leave or leave on a reduced schedule may be temporarily assigned to an alternative position with equivalent pay and benefits if it better accommodates the needs of the department.

Employees are not entitled to take family leave intermittently or on a reduced leave schedule unless approved by their Department Director and the People and Communications Director.

#### **(17) Holidays**

Holidays will be paid in accordance with the Holidays policy. City holidays will not be counted as part of the twelve (12) or twenty-six (26) weeks of Family and Medical Leave, whether the employee is on paid or unpaid leave.

#### **(18) Texas Municipal Retirement System (TMRS)**

Employee contributions to TMRS may be made on a voluntary basis through a special arrangement with the City while an employee is on leave without pay status. It is the employee's responsibility to initiate such an arrangement by timely contacting the City's People and Communications Director and completing the necessary paperwork. This arrangement is subject to approval by the City and TMRS.

#### **(19) Recordkeeping**

Family medical leave time will be tracked on an hourly basis for payroll and compliance purposes. To determine entitlement for employees who work variable hours, the minimum hours required for eligibility is calculated on a pro-rata or proportional basis by averaging the weekly hours worked during the twelve (12) weeks prior to the start of family and medical leave.

#### **(20) Military Family Leave Entitlement**

Military Qualifying Exigency Leave: Employees who are otherwise eligible for FMLA and have a spouse, child, or parent on covered active duty (deployed to a foreign country) or called to covered active duty status in the National Guard or Reserves (deployment to a foreign country or in support of a contingency operation) may use their 12-week unpaid, job-protected leave to address certain qualifying exigencies including eligible: short-notice deployments; attendance at military events and related activities; childcare and school activities; addressing financial and legal arrangements; attending counseling sessions; attending post-deployment activities; up to 15 days of rest and recuperation; and parental care.

Military Caregiver Leave: Employees who are the spouse, parent, child, or next of kin of a service member who incurred a serious injury or illness while on active duty in the Armed Forces and is undergoing medical treatment, recuperation, or therapy, may take up to 26 weeks of leave to care for the injured service member in a single 12-month period. The covered service member must be a current member or eligible veteran of the Armed Forces (including a member of the National Guard or Reserves) with a serious injury or illness incurred in, or aggravated by, service in the line of duty on active duty that may render the service member medically unfit to perform their duties.





**To: Mayor Bill Foulds Jr. & City Council**  
**From: Tory Carpenter, AICP – Planning Director**  
**Date: August 1, 2023**  
**RE: Parkland Dedication Ordinance**

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## **I. Overview**

Any new residential development within the City Limits or ETJ is required to either; a.) dedicate parkland within the development or; b.) pay a fee in lieu of parkland dedication. In 2021, these requirements were updated to ensure that the City was acquiring an appropriate amount of parkland and being paid a fair amount as a fee in lieu. However, after recently assessing parkland dedication and fee in lieu requirements for numerous projects, staff found that the requirements are unreasonably excessive, particularly for multifamily projects.

Staff suggests a text amendment to the parkland dedication ordinance to better reflect the actual cost of dedication and to provide more transparency to applicants. These proposed changes do not affect the parkland development fee.

## **II. Summary of Subdivision Ordinance Update**

### **1. Land Dedication Requirements**

The parkland dedication requirements are meant to increase the amount of parkland proportionally with population growth. The current ordinance uses a 2021 baseline of 70 people per acre of parkland and assumes 3.03 persons per dwelling unit.

This ordinance update will adjust the assumed persons per dwelling unit based on 2020 Census data to better reflect anticipated impacts to the parks system. This update assumes 2.73 persons per dwelling unit for single-family and 2.16 persons per dwelling unit for multifamily.

### **2. Fee in Lieu of Land Requirements**

An applicant may request to pay a fee-in-lieu of parkland dedication which is meant to reflect the price of the City to acquire parkland. Currently, the ordinance requires the fee amount to be based on the appraised value of the property within the development.

This ordinance update will provide language to allow us to set a straight fee per unit. Staff is proposing a fee of \$1317 for multifamily and \$1716 for single-family. These fees are based on an assumed land value of \$44,000 per acre which is consistent with the appraised value of the Rathgeber property that the City acquired in 2020. Staff decided to use Rathgeber given its recent acquisition by the City and relatively low appraised value compared to other City-owned parkland properties.



<b>Parkland fee in lieu Calculations</b>			
	<b>Acreage Requirement</b>	<b>Parkland Land Value per Acre</b>	<b>Fee in Lieu per Unit</b>
<b>Duplex / Single Family</b>	1 acre / 25.64 Units	\$ 44,000	\$ 1,716
<b>Multifamily</b>	1 acre / 33.42 Units		\$ 1,317

### **III. Parks & Recreation Commission Recommendation**

At their meeting on July 17, 2023, the Parks and Recreation Commission considered this proposed ordinance update and recommends a change specifying that a market analysis review of the fee in lieu amount shall be performed at time of budget review on all odd years. The Commissions voted unanimously to recommend approval of the ordinance with this proposed change.

## CITY OF DRIPPING SPRINGS

### ORDINANCE No. 2023--

AN ORDINANCE AMENDING ARTICLE 28.03 PARKLAND DEDICATION IN THE CITY OF DRIPPING SPRINGS CODE OF ORDINANCES CHAPTER 28; AMENDING THE CALCULATION OF PARKLAND DEDICATION FEES RELATED TO MULTI-FAMILY DEVELOPMENT; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; AMENDMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

**WHEREAS,** the City Council of the City of Dripping Springs (“City Council”) seeks to gain and maintain parkland in the City of Dripping Springs, Texas (“City”) and its Extraterritorial Jurisdiction (“ETJ”); and

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

**WHEREAS,** pursuant to Texas Local Government Code Chapter 212, the City has authority to regulate subdivisions; and

**WHEREAS,** pursuant to Texas Local Government Code Section 331.005, the City can control and manage parks within the City; and

**WHEREAS,** pursuant to Texas Local Government Code Section 331.001, the City can acquire land and facilities to be used for public parks and playgrounds by gift, devise, or purchase; and

**WHEREAS,** it is hereby declared by the City Council that recreational areas in the form of neighborhood parks and community parks are necessary and in the public’s welfare; and

**WHEREAS,** the only adequate procedure to provide for parks is to integrate such requirements into the planning and development of property or subdivisions in the City and its ETJ, whether such development consists of new construction on vacant land or rebuilding and remodeling of structures on existing property; and

**WHEREAS,** the requirements within the ordinance are adopted to affect the purposes stated above; and

**WHEREAS,** the City Council finds that the amendments imposed by this Ordinance are reasonable, necessary, and proper for the good government of the City; and

**WHEREAS**, the City Council had a meeting and a public hearing on August 1, 2023 and recommended approval; and

**WHEREAS**, the City Council finds that the amendment proposed is reasonable, necessary, and proper for the good government of the City of Dripping Springs.

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

### **1. FINDINGS OF FACT**

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

### **2. AMENDMENT**

Article 28.03: Parkland Dedication and Park Development 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.

### **3. REPEALER**

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

### **4. SEVERABILITY**

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

### **5. CODIFICATION**

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

### **6. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage and publication of caption.

### **7. PROPER NOTICE & MEETING**

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

**PASSED & APPROVED this, the 1st day of August 2023, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to \_\_\_\_ (abstentions) of the City Council of the City of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary

**ATTACHMENT “A”**

- CODE OF ORDINANCES  
Chapter 28 - SUBDIVISIONS AND SITE DEVELOPMENT  
ARTICLE 28.03 PARKLAND DEDICATION AND PARK DEVELOPMENT

## **ARTICLE 28.03 PARKLAND DEDICATION AND PARK DEVELOPMENT<sup>1</sup>**

### **Sec. 28.03.001. Title.**

This article shall be known and cited as the parkland dedication and park development ordinance.

( Ord. No. 2021-04 , § 2, 1-12-2021)

### **Sec. 28.03.002. Purpose.**

The purpose of this section is to provide parks, open spaces, and trails that implement the parks, recreation, and open space master plan. The City of Dripping Springs City Council has determined that parks, open spaces, and trails are necessary for public welfare, and that the adequate procedure to provide these community amenities is by integrating standards into the procedures for planning and developing property.

This article is enacted to enable the city to gain and maintain the following attributes of parkland:

- (1) Enhancement of the community's quality of life, which embraces its livability, aesthetic integrity, and sense of community;
- (2) Ecological and environmental preservation, biodiversity, improving water quality, air cleansing, aquifer recharge, and flood control;
- (3) Scenic vistas unique to the Texas Hill Country that engage the park user in leisure recreation;
- (4) Facilities for active recreation and sporting events;
- (5) Places for engaging in passive recreation;
- (6) Economic contribution of parks and open spaces to the vitality of the city;
- (7) Promotes cultural, artistic and sporting endeavors;
- (8) Meets the goals of the comprehensive plan and the parks, recreation, and open space master plan;
- (9) Provision of a fair and equitable park system, utilizing park amenities that are sustainable, durable and of high quality; and
- (10) Provision or enhancement of park connectivity throughout the city via linear parkland and greenways that create unimpeded wildlife corridors as well as house multimodal pedestrian access trails.

( Ord. No. 2021-04 , § 2, 1-12-2021)

<sup>1</sup>Ord. No. 2021-04 , § 2, adopted January 12, 2021, repealed the former article 28.03, §§ 28.03.001—28.03.010, and enacted a new article 28.03 as set out herein. The former article 28.03 pertained to parkland dedication and derived from Ord. No. 1512.3, adopted January 10, 2007.

### Sec. 28.03.003. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Active recreation . Public recreational areas that accommodate youth and adult level team sports (baseball, football, soccer, lacrosse, etc.) and provide practice/game fields for organized recreational leagues.

Applicant . A person or entity who submits to the City of Dripping Springs an application for an approval required by this article. To be qualified as an applicant under this article, the person or entity must have sufficient legal authority or proprietary interests in the land to commence and maintain proceedings under this article. The term shall be restricted to include only the property owner(s), or a duly authorized agent and representative of the property owner. In other jurisdictions, the term is sometimes referred to as the "developer", "subdivider", "builder", or other similar title.

City . The City of Dripping Springs, an incorporated municipality located in Hays County, Texas. Unless otherwise stated, the term includes both the city limits and the extra-territorial jurisdiction (ETJ).

Concept plan . A drawing of the overall conceptual layout of a proposed development, superimposed upon a topographic map which generally shows the anticipated plan of development, and which serves as a working base for noting and incorporating suggestions of the city's administrative officers, the PRC, the P&Z, the city council, and others who are consulted prior to preparation of the preliminary plat. In other jurisdictions, the term is sometimes referred to as a "preliminary site plan" or a "land study."

Development . The construction, reconstruction, conversion, structural alteration, relocation, renovation, or enlargement of any structure on land. The term also includes any mining, excavation, landfill, or land disturbance.

Dwelling unit (DU or DUs) . Any building, structure, or portion of a structure, which is designed, used, or intended to be used, for human occupancy as primary living quarters.

ETJ . The extraterritorial jurisdiction of the city.

Fee-in-lieu . A developer may request, and the city may approve, an option whereupon, developers may be required to contribute cash instead of parkland dedication and parkland development and is commonly referred to as "fee-in-lieu". In such instances, the fee-in-lieu amount required is equal to the fair market value of the required parkland acreage for dedication and the cost for park development as designated in the Methodology section of this article.

General parks plan . Statement of the suitability of the parkland in meeting the criteria for parks as outlined in this article and a detailed description of any proposed improvements shall be in accordance with recommendations as outlined in the city's Code of Ordinances, as well as the parks, recreation, and open space master plan.

Open space . Within parkland, open space is parkland that is to be kept essentially unimproved and dedicated for the public or private use. The primary functions of this type of parkland are the protection of hill country scenic vistas, protection of quiet rural lifestyle, and conservation of native wildlife. Open space may feature, but is not limited to, minimal improvements such as walking trails, picnic sites, and/or benches. Open space may include, but is not necessarily required to include, land restricted by conservation easements.

Park fund . The fund in which fee-in-lieu and other park funds are deposited and which can only be used for the development, maintenance, or acquisition of parks, trails, and related facilities.

Parkland . Platted tract of land designated and used for recreation or open space.

Parks and recreation commission (PRC) . Citizens' advisory body appointed by the city council which acts generally in an advisory capacity to the city council in the acquisition, development, utilization, operation,

improvement, equipment and maintenance of all park playgrounds and recreational areas owned or controlled by the city. Described more fully in article 2.04, Boards, Commissions and Committees, division 3, Parks and Recreation Commission.

*Parks, recreation, and open space master plan* . Guiding document for establishing the framework of a long-term, successful park system for the City of Dripping Springs. The document is updated every five years to ensure that the park system remains viable for the citizens of the city and its ETJ.

*Park service area* . In accordance with the parks, recreation, and open space master plan, the City of Dripping Springs and ETJ are sectioned off into service areas. These service areas provide guidance for development of the park system.

*Park trail* . Multiple-purpose trails located within parks. The focus of the trail is on recreational values and harmony with the surrounding natural environment. Trails shall accommodate a variety of activities, including pedestrians and/or bicyclists.

*Private park/recreation facility* . Private park areas and recreational facilities are privately owned yet make a contribution to the overall public park and recreation system because they contribute to the leisure activities of the neighborhood or park service area in which they are located.

*Rule 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 or other documents as adopted by the city, 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). The word "shall" is always mandatory, while "may" is merely directory. Headings and captions are for reference purposes only. Any reference to the city parks plan, city open space plan, or general parks plan in this or any other ordinance or document is synonymous with the parks, recreation, and open space master plan.

( Ord. No. 2021-04 , § 2, 1-12-2021)

#### **Sec. 28.03.004. Applicability and parks, recreation, and open space master plan.**

This article applies to all property within the city limits and the extraterritorial jurisdiction (ETJ). This article applies to applications for which city approval is sought under the city's subdivision ordinance and site development ordinance, as may be amended. The costs associated with development and maintenance of neighborhood and community parks should be borne by the landowners of residential property, who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. The requirements within the ordinance are adopted to affect the purposes stated above.

- (1) The guiding document for all park and recreation development will be the most current parks, recreation, and open space master plan and any updates to the plan which occur from time to time, based on input from the community and approval by the City Council of Dripping Springs. Determination of acceptability of a proposed neighborhood park dedication and development and/or for a proposed community park dedication and development or cash-in-lieu is based upon the City of Dripping Springs Parks, Recreation, and Open Space Master Plan, as may be amended from time to time.
- (2) Neighborhood parks are the cornerstone of the park system and serve as the recreational and social focus of the neighborhood. Focus is on informal active and passive recreation. These parks are typically one-quarter- to one-half-mile distance from all areas it serves and uninterrupted by non-residential roads and other difficult barriers.



- (3) Community parks are designed to serve both active and passive leisure needs of residents. Most users come from surrounding areas larger than what a neighborhood park typically serves. Community parks are located within park service areas established by the city.
- (4) Existing parks in Dripping Springs currently serve the needs of several neighborhoods located within the city limits and in the ETJ and are located within a one-half- to five-mile radius (approximate) of Dripping Springs residents and ETJ users. Founders Memorial Park and Sports and Recreation Park provide amenities that are typical in community parks, providing services to users in the city and ETJ alike due to the absence of community park facilities within the ETJ. Together, neighborhood parks and community parks can meet more of the recreational needs of residents.
- (5) The methodology is the formula that is used to determine the requirement for acreage to be dedicated per dwelling unit, fees required in lieu of the dedication of parkland, number of acres required per dwelling unit to meet the criteria of parkland dedication, as well as the park development fee.

( Ord. No. 2021-04 , § 2, 1-12-2021)

#### **Sec. 28.03.005. Exemptions for certain projects.**

- (a) Statutory exemptions. Properties that are subdivided for residential use where the lots are greater than five acres, and no other public improvements are required, are not subject to the required dedication of parkland or open space, but are still required to pay the park development fee unless otherwise exempted.
- (b) Small projects. Subdivisions and site developments generating five dwelling units or fewer are exempt from the dedication requirements in this article. Applicants may not attempt to utilize this exemption by separating the project into a series of smaller projects. The exemption authorized by this section may only be utilized once and may not apply to subsequent divisions of the property. This exception applies to replats that do not increase the dwelling units for the subdivision by five or more. Such projects are still required to pay the park development fee unless otherwise exempted.
- (c) Historic district. Properties located within the historic district are exempt from parkland dedication requirement, unless more than 25 dwelling units are proposed, but are still required to pay the park development fee unless otherwise exempted.

( Ord. No. 2021-04 , § 2, 1-12-2021)

#### **Sec. 28.03.006. Parkland dedication and development methodology.**

- (a) Parkland dedication and parkland development calculations.
  - (1) For the purpose of this section, parkland dedication and parkland development calculations reflect the maximum possible land dedication, parkland development, and fee-in-lieu of land dedication allowable. The city, at its option, may reduce the required land dedication and fee-in-lieu of payment if other opportunities are deemed worthwhile and suitable for parks or trails in accordance with the parks, recreation, and open space master plan and allow the applicant to contribute to its proportional share of park and recreational facilities.
- (b) Basis for current level of service.
  - (1) Parkland dedication and park development fees are based on the current level of park service for the Greater Dripping Springs Area. This park service area is defined as the same geographic service area for the Dripping Springs Independent School District (DSISD). The dedication and fee requirements are subject to change whenever the parks, recreation, and open space master plan is updated, whenever

the U.S. Census Persons Per Household or other population estimates are revised and/or in conjunction with annual changes in land values or costs for park development.

- (2) According to the Dripping Springs Independent School District Demographic Update, which was completed in Spring 2019, and prepared by population and survey analysts, the number of households in the DSISD/City of Dripping Springs park service area is 13,701<sup>A</sup>. According to the 2019 U.S. Census Bureau<sup>B</sup>, the average number of persons per owner occupied household in the Greater Dripping Springs Area is 3.03 persons per household (PPH) and is referred to as the dwelling unit or DU (Sec. 28.03.003 Definitions). The estimated population 2019 projection for the Drippings Springs Park Service Area is 41,514<sup>C</sup>.

- (3) References for data .

- (A) The DSISD student projection for the 2020-2021 school year is 7,810 students per the Dripping Springs Independent School District Demographic Update Spring 2019. That same publication estimates that there is a weighted average of 0.57 students per single-family home. This projects to 13,701 homes in the Dripping Springs park service area.
- (B) <https://www.census.gov/quickfacts/fact/table/drippingspringscitytexas,US/PST045219>
- (C) 31,701 homes multiplied by 3.03 persons per household = 41,514 population.
- (D) Source: City of Dripping Springs Parks, Recreation, and Open Space Master Plan 2014-2024.

- (c) Rationale for parkland dedication and park development fees .

- (1)

Current Level of Service	
Population (City and ETJ)	41,514 (based on DSISD Service area)
Total Existing Parkland	590.99 acres
Total Persons Per Acre	70 People
Land Dedication Requirements	
Persons per DU for Single-Family/ Duplex	3.03 <del>2.73</del> (2019 <del>2020</del> Census)
Persons per DU for Multifamily	<u>2.16</u> (2020 Census)
Calculation for Single-Family / Duplex	41,514/590.99 = 70 people per acre of parkland; 70 people/ <del>2.73</del> PPH = <del>23.10</del> <u>25.64</u> <del>or 23</del> DU
Calculation for Multifamily	41,514/590.99 = 70 people per acre of parkland; 70 people/2.16 PPH = 32.42 DU
Dedication Criteria for Single-Family/ Duplex	1 acre of parkland/ <del>23</del> <u>25.64</u> Dwelling Units
Dedication Criteria for Multifamily	<u>1</u> acre of parkland/32.42 Dwelling Units
Fee-in-Lieu of Land Requirements	
Average Cost per Acre	<del>Market Rate, determined by an appraisal performed at the time of the request</del> Based on the average purchase price to the City for acquiring an acre of parkland.
Cost per Dwelling Unit	<del>Market Value Per Acre for each required acre of dedication (1 acre/23 DUs)</del> Required parkland acreage multiplied by the average cost per acre to be reflected in the fee schedule.
Park Development Fee	
Cost of 50 Acre Park	\$6,739,129.00
Number of persons per active recreation community parks	20,757

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(Supp. No. 3)

Calculation	\$6,739,129.00/20,757.00 = \$324.00/person; \$324.00 x 3.03 PPH (City Council voted to lower the fee per dwelling unit by calculating 2 PPH as shown below)
Fee Per Dwelling Unit	\$648.00

- (2) The fee model for an active recreation park in Dripping Springs is based on a 50-acre park comparable to a community park as designed in the Dripping Springs, Parks, Recreation, and Open Space Master Plan.
- (3) The model estimates a development cost of \$6,739,129.00.
- (4) The park development budget is required to be equal to or greater than the park development fee required and must be approved by the parks and recreation commission and city council. The park development costs greater than the parkland development fee is not transferable to other development projects.
- (5) If the applicant's proposed development is in a park service area that identifies a future community or active use park, the city may request that the applicant dedicate land for the park. In that case, an offset may be considered against the required fee-in-lieu of land required.

( Ord. No. 2021-04 , § 2, 1-12-2021)

### **Sec. 28.03.007. Dedication of public parkland required.**

(a) Residential dedication requirements.

- (1) For projects where the use includes residential dwelling units, an applicant who subdivides or plats land under the city's subdivision ordinance, excluding replats, amending plats, and minor plats that do not increase the subdivision's density by more than five dwelling units, shall provide for the dedication or designation of land suitable for parkland and recreation purposes. If parkland is not dedicated at the time of platting, but would be required for a project as presented at site development, then parkland shall be dedicated as required in this article at the time of site development.
- (2) Land dedicated as a requirement of this article shall be suitable for parkland and recreation purposes.
- ~~(3) The minimum acreage of public parkland required shall be as follows:~~
  - ~~(A) One acre for each 23 dwelling units, or fraction thereof.~~
  - ~~(B) Residential subdivisions with fewer than 23 dwelling units shall dedicate five percent of overall acreage of the property to be subdivided as public parkland.~~

(b) The land to be dedicated shall form a single lot with a minimum of one acre required.

(c) Exemptions.

- (1) When the developer/subdivider is proposing to dedicate the required acreage to satisfy the public parkland dedication requirements, but not as a single lot, the parks and recreation commission may make a recommendation to city council to approve the parkland dedication if they find that it meets the intent of the code, and the proposed parkland lots have access from a public right-of-way.
- ~~(2) A developer shall make a financial contribution in accordance with section 28.03.006, and the city's adopted fee schedule, in lieu of dedication of public parkland when:~~
  - ~~(A) No portion of the tract of land is located within the city limits; or~~

~~(B)~~ The developer does not dedicate at least an acre of parkland and less than one acre of land would be required to satisfy the parkland dedication requirements.

- (d) The rate required for the financial contribution shall be in accordance with the adopted fee schedule in accordance with the methodology in section 28.03.006, provided herein. The fee shall be reviewed on annual basis to ensure accuracy and value.

### **Sec. 28.03.008. Criteria for dedication.**

- (a) Any land to be dedicated to meet the requirements of this section shall be suitable for public parks and recreational activities as determined by the city administrator or their designee, and comply with the following standards and requirements:
- (1) The parkland lot shall be centrally located within the development, when practical.
  - (2) Where residential subdivision is proposed to be developed in phases, the parkland lot shall be located within the first phase of the development. If the required public parkland is proposed to be outside of the first phase, the first phase may be approved provided that fee-in-lieu of dedication is paid for the number of dwelling units within that first phase. In this event, the fee paid may be credited toward the required parkland dedication fee for the subsequent phase(s) of the development.
  - (3) The parkland lot shall have a minimum lot width and street frontage of 30 feet. When practicable, the parkland lot shall be a multi-frontage lot.
  - (4) The parkland lot shall provide on-site parking or be located along a street where on-street parking may be accommodated on both sides of the street.
  - (5) A minimum of 50 percent of the parkland lot shall not exceed a 20 percent grade. A slope analysis exhibit shall be provided to the city engineer.
  - (6) Areas within the FEMA or calculated 100-year floodplain may be dedicated in partial fulfillment of the dedication requirement not to exceed 50 percent. When area within the floodplain is proposed to be dedicated, a minimum of two acres of land, and the frontage of the property where it is accessed from public right-of-way shall not be located within the FEMA or calculated 100-year floodplain.
  - (7) Parkland lots with the following conditions shall not be accepted unless recommended by the parks and recreation commission, and approved by city council:
    - (A) The lot is primarily accessed by a cul-de-sac.
    - (B) The lot is hindered by utility easements or similar encumbrances that make development of the land unfeasible. This limitation does not apply to land encumbered solely by public utility easements required by the subdivision ordinance.
    - (C) The lot is encumbered by sensitive environmental species or habitat areas.
    - (D) The lot contains stormwater facilities. Where stormwater facilities are proposed, stormwater facilities must be designed as a park amenity, to include trails, benches, and opportunity for recreation.
  - (8) A minimum of two-inch water service line and six-inch gravity wastewater service line shall be provided at one of the property lines in a location approved by the city engineer. This provision can be waived if water/wastewater is not within a reasonable distance from the property, as determined by the city engineer.
  - (9) Sidewalks and trails shall be provided along all street frontages, and trails shall be provided in accordance with the master trails plan, as well as all criteria found in the city's subdivision ordinance or other city ordinances. Sidewalks required by other city ordinance such as at the time of platting or site

development, will not be counted towards the required parkland dedication. Trails may be considered as part of required parkland dedication.

(b) Alternative site and development standards.

- (1) Alternative design standards for public parkland may be proposed and submitted to the planning and development department, provided the intent of the requirements of this section are met.
- (2) Prior to submitting an application for development where alternative site and development standards are requested, the applicant shall complete the following:
  - (A) Provide a letter to the planning and development department that details the alternative design for parkland dedication and why it is equal to or better than the minimum standards; and
  - (B) Conduct a site visit with the planning and development department or their designee to review the proposal.
- (3) The planning and development department shall review the alternative design based on section 28.03.007, Dedication of public parkland requirement, and section 28.03.008, Criteria for dedication, and present the alternative design to the parks and recreation commission for recommendation to city council for final approval.
  - (A) The parks and recreation commission shall recommend approval, approval with conditions, or disapproval of the request.
  - (B) The city council shall approve, approve with conditions, or disapprove of such requests.

( Ord. No. 2021-04 , § 2, 1-12-2021)

### Sec. 28.03.009. Amendments.

Any increase in density or modification to an approved parkland dedication plan and/or subdivision, or a modification that would have otherwise required more parkland to be dedication, shall be required to dedicate additional parkland in accordance with this article, pay fee-in-lieu, or apply for alternative site and development standards as if it were a new application. If a property owner is requesting to modify an approved parkland dedication plan, they shall submit a new application with the requested changes, an explanation regarding the reason for the change, and the proposed new plan, subject to review and decision by the appropriate board, depending on whether the amendment is considered minor or major, as defined in this section.

- (1) Minor amendment. A minor amendment is any change that would increase/decrease the approved parkland acreage by five percent of the overall required parkland acreage. Minor amendments are subject to review and final decision by the parks and recreation commission.
- (2) Major amendment. A major amendment is any change that would increase/decrease the approved parkland acreage by more than five percent of the overall required parkland acreage. Major amendments are subject to review and decision by the parks and recreation commission, and approval by city council.

( Ord. No. 2021-04 , § 2, 1-12-2021)

### Sec. 28.03.010. Park development fee.

- (a) In addition to the dedication of public parkland or fee-in-lieu, a developer shall pay a park development fee to meet the need for the active recreation parks. According to the city's parks, recreation, and open space master plan, the city has two community parks, which are servicing the entire population as described in

section 28.03.006. The park development fee is meant to provide active recreation parks and sports field options, and/or provide trails that connect park users to the existing community parks.

- (b) The amount for the park development fee shall be in accordance with the adopted fee schedule and based on the analysis as explained in the methodology in section 28.03.006.

( Ord. No. 2021-04 , § 2, 1-12-2021)

### **Sec. 28.03.011. Fee-in-lieu of dedication.**

- (a) When the city deems existing parkland to be of an insufficient quantity (in the park service area in which the development is located), or unacceptable, unavailable, or unsuitable based on the standards established by this article for park purposes, and subject to review by the city council, fee-in-lieu of land shall be paid into the "park fund" established by the city. Such money shall be paid in accordance with the methodology in section 28.03.006, as well as the criteria of this article.
- (b) The value of the parkland shall be calculated based on the average purchase price to the City for acquiring an acre of parkland. ~~as the average estimated fair market value per acre of the land being subdivided within 24 months of application for plat or site development at the time of preliminary plat approval. The appraisal shall be performed by a State of Texas-certified real estate appraiser, mutually agreed upon by the city and the applicant and paid for by the applicant.~~
  - (1) If the city deems it acceptable based on the circumstances, the applicant may dedicate, or designate parkland acreage combined with cash. The cash contributions shall be paid at or prior to the final plat or site plan approval, whichever is most applicable to the project.
  - (2) Whether the city approves parkland dedication or elects to require fee-in-lieu thereof when the parkland dedication does not meet the requirements of this article, or a combination of both acceptance of parkland dedication and fee-in-lieu, shall be determined by consideration of the following:
    - (A) The natural features, access, and location of land in the subdivision available for dedication;
    - (B) The size and shape of the subdivision and land available for dedication;
    - (C) The compatibility of the parkland dedication with the city's parks recreation, and open space master park plan; and
    - (D) The location of existing and proposed park sites, trails and greenways.
  - (3) If the applicant pays fee-in-lieu for parkland dedication and complies with this article with no dedication of parkland, the fee-in-lieu can be reviewed and approved by the city administrator without review of the parks and recreation commission. If any parkland is dedicated or the fee-in-lieu proposed is less than what is required, then the application shall be reviewed in accordance with this article.

( Ord. No. 2021-04 , § 2, 1-12-2021)

### **Sec. 28.03.012. Credit for private parks.**

- (a) Where privately-owned and maintained parks or other recreation facilities with ~~non-exclusive~~ private amenities are proposed, the city administrator, after recommendation from the parks and recreation commission, and approval from city council, may grant a credit up to 25 percent of the required public parkland dedication amount and/or fee-in-lieu. The credit is not applicable to the park development fee.

- (b) Privately-owned and maintained parks or other recreational facilities shall meet the following minimum standards:
  - (1) The park or recreational facility shall have a minimum lot area of two acres.
  - (2) The park or recreational facility shall include the minimum number and type of facilities outlined in section 28.03.010.
  - (3) The park or recreational facility shall comply with the parks, recreation, and open space master plan, and other applicable city regulations.
- (c) Privately-owned and maintained parks or other recreational facilities for a single-family, two-family, townhome, or detached multi-family shall be identified on the subdivision plat as a private open space lot.
- (d) Privately-owned and maintained parks or other recreational facilities shall be owned and managed by a mandatory homeowners association (HOA) or property owners association (POA), or similar permanent entity, and subject to restrictive covenants that state the following:
  - (1) The land shall be utilized for parkland or open space in perpetuity.
  - (2) Each property owner within the subdivision encumbered by the restrictive covenants shall be required to pay dues and/or special assessments for the maintenance of the private park or recreation facility.
  - (3) If the responsible agency dissolves, cannot fulfill its obligations or elects to sell, transfer, or otherwise divest itself of the land, the city shall have the right of first refusal on acquiring the property. If the city elects to acquire the land, said land shall be transferred at no cost to the city and in accordance with the city's regulations on dedicating parkland.
  - (4) The cessation of the privately-owned and maintained park or other recreational facility shall be prohibited until such time as the declarant cedes control of the responsible agency to purchasers of properties within the subdivision, and then only upon amendment to the restrictive covenants approved by three-fourths of the members of the responsible agency.

( Ord. No. 2021-04 , § 2, 1-12-2021)

### **Sec. 28.03.013. Method of dedicating parkland.**

- (a) Land to be dedicated for public parkland shall be identified on the preliminary plat; final plat; subdivision construction plans; and site plan, when applicable. When construction of park improvements and/or private parks is proposed, all amenities shall be identified on the subdivision construction plans or site plan, as applicable. Fiscal surety is the amount equal to the park improvement fee shall be provided prior to approval of subdivision construction plans or site development plan, as applicable, for the park improvements on public parkland.
- (b) Prior to acceptance of the public parkland, the following conditions shall be met:
  - (1) Land shall be in good condition, including the removal of all debris and dead plant materials, and utility services, sidewalks, and other public improvements installed. Any land disturbed by activities not related to park development shall be restored and the soil stabilized in a method approved by the city engineer in accordance with the requirements of this code.
  - (2) Park development fee shall be paid.
- (c) Prior to recordation of the final plat, the following conditions shall be met:
  - (1) Land accepted for dedication under the requirements of this section shall be conveyed by warranty deed, transferring the property in fee simple to the City of Dripping Springs, Texas, and shall be free and clear of any mortgages or liens at the time of such conveyance.

- (2) A copy of the warranty deed and other parkland dedication documents, as outlined in the city's Code of Ordinances, shall be provided to the planning and development department prior to plat submittal.
- (3) If property is accepted, the warranty deed shall be provided to the city council for acceptance.

( Ord. No. 2021-04 , § 2, 1-12-2021)

#### **Sec. 28.03.014. Park funds.**

- (a) Parkland dedication fund. For funds received for fee-in-lieu of parkland dedication, a separate fund entitled "park fund" has been created to hold in trust money paid to be used solely and exclusively for the purpose of acquiring and/or improving public parks, trails, and recreational lands, and shall not be used for maintaining or operating park facilities or for any other purpose.
- (b) Park development fee fund. The funds received as park development fees, the funds shall be expended on park maintenance, operation, acquisition, or improvements to park facilities.
- (c) The city council, based upon recommendation of the parks and recreation commission, shall determine whether there are sufficient funds to acquire public parkland and/or construct improvements. In making a determination for the acquisition of land, the conditions outlined in section 28.03.007 shall be taken into consideration.

( Ord. No. 2021-04 , § 2, 1-12-2021)

#### **Sec. 28.03.015. Land dedication for park trails.**

Land dedication of park trail corridors within parks shall be a high priority, in accordance with the most recently adopted parks, recreation, and open space master plan, the city's adopted trails plan, and the transportation master plan, as may be amended. Applicants are responsible for preserving the natural character of the trail corridors and dedicating the required right-of-way. Right-of-way dedication or easement size may vary due to the site's physical characteristics.

A partial reduction or complete fee waiver in the amount of the park development fee may be considered by city council, if the applicant proposes a plan to construct public park trails that will connect to the city-wide trails system in order to unite neighborhoods to all parks within the city and the ETJ to facilitate options for park access. If the park trail or any portion of the park trail is within areas shown on the city-wide trails plan, the applicant may be required to construct park trails or other park amenities and may choose to waive a portion of the required fee at the city's sole discretion. Information specific to the city-wide trails plan can be found in the adopted City of Dripping Springs City-wide Trails Plan. Prior to city council considering this proposal, the applicant shall provide a cost estimate, subject to approval by the by the city engineer, prior to being placed on a parks and recreation commission agenda for recommendation, and city council for final action.

( Ord. No. 2021-04 , § 2, 1-12-2021)

#### **Sec. 28.03.016. Agricultural facility fee.**

- (a) Use of fee.
  - (1) The ag facility fee imposed pursuant to the provisions of this article is limited to funding the acquisition, development, improvement and/or maintenance of community agricultural facilities as identified in the city's general plan as adopted by the city council and as may be amended from time to time. The city is authorized to make appropriations to one or more city funds to pay for agricultural facilities owned and operated by the city or a designated entity pursuant to an interlocal agreement.



(b) Payment of fee or land dedication required.

(1) An applicant who subdivides or plats land under the city's subdivision ordinance (excluding replats that do not increase the subdivision's dwelling units by five or more, or plat amendments), as may be amended, shall provide for community agricultural facilities by one or a combination of more than one of the following means:

(A) Payment to the city of an Ag facility fee in accordance with the schedule of fees adopted by city council.

(B) Dedication of real property (in fee simple or through a perpetual public surface easement) to the city or an entity designated by the city for Ag facility related purposes.

(c) Dedication and/or improvement in lieu of fee. In lieu of payment of all or a portion of the Ag facility fee or land dedication described in this section, the following may be accepted by the city council:

(1) Dedication of improvements. In lieu of payment of all or a portion of the Ag facility fee, improvements to an existing agricultural facility may be dedicated to the city for recreational purposes. Whenever a developer determines to dedicate improvements in lieu of payment of the Ag facility fee, a written application shall be made to the city administrator describing the improvements to be made to receive credit for the local Ag facility fee. The city administrator shall prepare a report to the city council regarding the proposed dedication of improvements.

(2) Report to city council. The report to the city council from the city administrator shall indicate whether the following requirements have been met and shall make a recommendation regarding the proposed dedication of improvements:

(A) The improvements to be dedicated are for a community agriculture facility identified in the city's general plan.

(B) The improvements to be dedicated are valued at the same or more than the Ag facility fee or portion thereof which would otherwise be imposed on the development.

(d) Time of payment. Fees required by this section shall be paid prior to approval of the final plat.(e) Exemptions. The following are exempt from the application of this section:

(1) Applicants developing subdivisions that allow residents to keep livestock and farm animals on individually owned, single-family residential lots in the subdivision.

(2) Applicants developing subdivisions that include agricultural facilities located in the subdivision that shall be available to residents of the subdivision.

(3) Applicants developing subdivisions that are for solely nonresidential uses.

(4) Applicants that are city, county, state or federal government agencies.

(f) Appeals. Any person aggrieved by the computation of fees pursuant to this section shall have the right to appeal to the city council. The appeal shall be taken not later than 30 days from the date the person is informed of the computation of the fees under this section. Failure to appeal within the 30-day period shall be deemed a waiver of all rights of appeal under this section.

( Ord. No. 2021-04 , § 2, 1-12-2021)



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

**Submitted By:** Shane Pevehouse, Building Official

**Council Meeting Date:** August 1, 2023

**Agenda Item Wording:** **Public hearing and consideration of approval regarding an amendment to the Fee Ordinance as it relates to Parkland Dedication fees for residential projects and Building Inspection Fees.** *Sponsor: Mayor Bill Foulds, Jr.*

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

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

**Summary/Background:** Building Fees:

On May 1st, 2023 B.B. Inspection Services joined the City as our 3rd party building inspection and plan review service. Their fee structure, unlike Bureau Veritas, does not include free reinspections. I am requesting the Building Department fee schedule be updated to add a reinspection fee for failed inspections. These reinspection fees will cover our costs owed to B.B. Inspection Services as well as our inspectors time in the field.

Using the City Inspector/Public Works fee schedule model, I am requesting the reinspection fee be doubled for subsequent failures of the same group/item to incentivize the builders to “walk the project” before calling for a reinspection. For example, if a builder fails the plumbing rough for 3 items (\$50 reinspection fee) and the inspector finds 1 of 3 items not repaired at the reinspection, the 2nd reinspection fee for that one item would be \$100. Once the plumbing rough (group) is cleared, the reinspection fee resets to \$50 for the remaining groups.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Approval of the Fee Schedule Amendment.

**Attachments:** Fee schedule amendment (which includes changes to Parkland Dedication dealt with in the other attached staff report.).

**Next Steps/Schedule:** If approved, the fee amendment will be noticed in the newspaper and will become effective once published.



**To: Mayor Bill Foulds Jr. & City Council**  
**From: Tory Carpenter, AICP – Planning Director**  
**Date: August 1, 2023**  
**RE: Parkland Dedication Ordinance**

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## **I. Overview**

Any new residential development within the City Limits or ETJ is required to either; a.) dedicate parkland within the development or; b.) pay a fee in lieu of parkland dedication. In 2021, these requirements were updated to ensure that the City was acquiring an appropriate amount of parkland and being paid a fair amount as a fee in lieu. However, after recently assessing parkland dedication and fee in lieu requirements for numerous projects, staff found that the requirements are unreasonably excessive, particularly for multifamily projects.

Staff suggests a text amendment to the parkland dedication ordinance to better reflect the actual cost of dedication and to provide more transparency to applicants. These proposed changes do not affect the parkland development fee.

## **II. Summary of Subdivision Ordinance Update**

### **1. Land Dedication Requirements**

The parkland dedication requirements are meant to increase the amount of parkland proportionally with population growth. The current ordinance uses a 2021 baseline of 70 people per acre of parkland and assumes 3.03 persons per dwelling unit.

This ordinance update will adjust the assumed persons per dwelling unit based on 2020 Census data to better reflect anticipated impacts to the parks system. This update assumes 2.73 persons per dwelling unit for single-family and 2.16 persons per dwelling unit for multifamily.

### **2. Fee in Lieu of Land Requirements**

An applicant may request to pay a fee-in-lieu of parkland dedication which is meant to reflect the price of the City to acquire parkland. Currently, the ordinance requires the fee amount to be based on the appraised value of the property within the development.

This ordinance update will provide language to allow us to set a straight fee per unit. Staff is proposing a fee of \$1317 for multifamily and \$1716 for single-family. These fees are based on an assumed land value of \$44,000 per acre which is consistent with the appraised value of the Rathgeber property that the City acquired in 2020. Staff decided to use Rathgeber given its recent acquisition by the City and relatively low appraised value compared to other City-owned parkland properties.

<b>Parkland fee in lieu Calculations</b>			
	<b>Acreage Requirement</b>	<b>Parkland Land Value per Acre</b>	<b>Fee in Lieu per Unit</b>
<b>Duplex / Single Family</b>	1 acre / 25.64 Units	\$ 44,000	\$ 1,716
<b>Multifamily</b>	1 acre / 33.42 Units		\$ 1,317

### **III. Parks & Recreation Commission Recommendation**

At their meeting on July 17, 2023, the Parks and Recreation Commission considered this proposed ordinance update and recommends a change specifying that a market analysis review of the fee in lieu amount shall be performed at time of budget review on all odd years. The Commissions voted unanimously to recommend approval of the ordinance with this proposed change.

## CITY OF DRIPPING SPRINGS

### ORDINANCE No. 2023-

AN ORDINANCE AMENDING APPENDIX A: ARTICLE A1.000 (GENERAL PROVISIONS) OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING THE DRIPPING SPRINGS FEE SCHEDULE SECTION 3: SITE DEVELOPMENT; SECTION 4: SUBDIVISION; AND SECTION 7: RESIDENTIAL BUILDING CODE; AND SECTION 8: COMMERCIAL AND MULTI-FAMILY BUILDING CODE, PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER, SEVERABILITY; PUBLICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

**WHEREAS**, the City Council of the City of Dripping Springs (“City Council”) seeks to gain and maintain parkland in the City of Dripping Springs, Texas (“City”) and its Extraterritorial Jurisdiction (“ETJ”); and

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

**WHEREAS**, pursuant to Texas Local Government Code Chapter 212, the City has authority to regulate subdivisions; and

**WHEREAS**, pursuant to Texas Local Government Code Section 331.005, the City can control and manage parks within the City; and

**WHEREAS**, pursuant to Texas Local Government Code Section 331.001, the City can acquire land and facilities to be used for public parks and playgrounds by gift, devise, or purchase; and

**WHEREAS**, it is hereby declared by the City Council that recreational areas in the form of neighborhood parks and community parks are necessary and in the public’s welfare; and

**WHEREAS**, the only adequate procedure to provide for parks is to integrate such requirements into the planning and development of property or subdivisions in the City and its ETJ, whether such development consists of new construction on vacant land or rebuilding and remodeling of structures on existing property; and

**WHEREAS**, existing parks in the City currently serve the needs of several neighborhoods located within the city limits and the ETJ, and are located within an approximate one-half to five-mile radius of City residents and ETJ users; and

**WHEREAS,** Founders Memorial Park and Sports and Recreation Park provide amenities that are typical in community parks, providing services to users in the city and ETJ alike due to the absence of community park facilities within the ETJ. Together, neighborhood parks and community parks can meet more of the recreational needs of residents; and

**WHEREAS,** this amendment is adopted to provide funding for parks that reflects the increased development and residents in the area; and

**WHEREAS,** the costs associated with development and maintenance of neighborhood and community parks should be borne by the landowners of residential property who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities; and

**WHEREAS,** the City Council finds that the attached schedule of fees is reasonable and prudent considering the municipal resources expended in the furtherment of building and planning; and

**WHEREAS,** the requirements within the ordinance are adopted to affect the purposes stated above; and

**WHEREAS,** the fees approved and instituted by this ordinance are consistent with, and in accordance with, the annual budget for the City; and

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

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

## **1. FINDINGS OF FACT**

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

## **2. ENACTMENT**

Appendix A, Article A1.000 of the City of Dripping Springs Code of Ordinances, Section 9 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”.

The Parkland Dedication Fee (fee-in-lieu) will be deposited in the Park Fund and will be used solely and exclusively for the purpose of acquiring and/or improving public parks, trails, and recreational lands, and shall not be used for maintaining or operating park facilities or for any other purpose.

### 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 1<sup>st</sup> day of August 2023, by a vote of \_\_\_\_\_ (ayes) to \_\_\_\_\_ (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.**

### CITY OF DRIPPING SPRINGS:

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Bill Foulds, Jr., Mayor

### ATTEST:

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Andrea Cunningham, City Secretary



ATTACHMENT “A”

CITY OF DRIPPING SPRINGS

MASTER FEE SCHEDULE

ARTICLE A1.000 (GENERAL PROVISIONS)

\* \* \*

SECTION 3: SITE DEVELOPMENT

**3.11 Parkland Dedication Fee (Fee-in-Lieu):** ~~As calculated in Chapter 28 of the City of~~  
~~Dripping Springs Code of~~  
~~Ordinances.~~ \_\_\_\_\_ dollars (\$) per Dwelling Unit.

SECTION 4. SUBDIVISION

**4.25 Parkland Dedication Fee (Fee-in-Lieu):** ~~As calculated in Chapter 28 of the City of~~  
~~Dripping Springs Code of~~  
~~Ordinances.~~ \_\_\_\_\_ dollars (\$) per Dwelling Unit.

SECTION 7: RESIDENTIAL BUILDING CODE

**7.10 Unauthorized Occupancy Fee (occupying building without certificate of occupancy):**  
\$750.00

**7.11 Reinspection Fee by City Staff, fees to double with each reinspection (including but not limited to: concrete work, framing, electrical, mechanical, plumbing, etc):**

- a. First reinspection: \$50.00
- b. Second reinspection: \$100.00
- c. Third reinspection: \$200.00
- d. Any further reinspections beyond the third reinspection are to double in price as demonstrated in 3.7(a) – (c).

SECTION 8: COMMERCIAL BUILDING CODE

**8.8 Reinspection Fee by City Staff, fees to double with each reinspection (including but not limited to: concrete work, framing, electrical, mechanical, plumbing, etc):**


- a. First reinspection: \$50.00
- b. Second reinspection: \$100.00
- c. Third reinspection: \$200.00
- d. Any further reinspections beyond the third reinspection are to double in price as demonstrated in 3.7(a) – (c).



**DRIPPING SPRINGS**  
Texas

Item # 13.

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

**From:** Shawn Cox, Interim Deputy City Administrator 

**Date:** August 1, 2023

**RE:** FY 2023 Proposed Budget Amendment #4

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**DSRP Fund:**

**Revenues:**

- TXF from HOT has increased **\$20,000.00** (From \$435,000.00 to \$455,000.00)
  - These additional HOT revenues are being proposed to fund the emergency lighting project.
- TXF from PEG Fund Revenues have been added in the amount of **\$90,000.00**
  - These revenues are being added to cover costs associated with the A/V project at DSRP. These funds are eligible for use on costs to stream or broadcast council and other public meetings held at the DSRP. These funds also free up \$90,000.00 in hot funding which can be used for the emergency lighting project.

**Expenditures:**

- General Maintenance and Repair has increased **\$110,000.00** (From \$184,800.00 to \$294,800.00)
  - This additional funding will be utilized for the emergency lighting project.

**HOT Fund:**

**Revenues:**

- Hotel Occupancy Tax has increased **\$100,000.00** (From \$800,000.00 to \$900,000.00)
  - Based on HOT funds received to date and historical quarterly payments, it is anticipated that at least \$900,00.00 will be received in HOT funds for FY 2023.

**Expenditures:**

- TXF to Event Center has increased **\$20,000.00** (From \$435,000.00 to \$455,000.00)
  - These proposed additional expenditures are being requested to partially fund the emergency lighting project.

**Utilities Fund:**

**Revenues:**

- Balance Fwd. has increased **\$500,000.00** (From \$6,493,485.28 to \$6,993,485.28)

- The Reimbursement to Caliterra for the oversizing of the West Interceptor was anticipated to be completed in FY 2022. This was not completed before September 30, 2022, allowing the budgeted \$500,000. To go towards the FY 2023 beginning fund balance.

#### **Expenditures:**

- Reimbursement to Caliterra Oversize of West Interceptor has been added in the amount of **\$652,733.00**
  - As mentioned above, it was anticipated that this would be completed in FY 2022. However, this was not done before September 30, 2022. Due to the increase in costs for construction, the reimbursement costs have increased to \$652,733.00.

#### **PEG Fund:**

#### **Revenues:**

- Balance Fwd. has increased **\$1,331.37** (From \$174,408.18 to \$175,739.55)
  - Revenues for FY 2022 came in higher than projected which provided a larger balance forward to FY 2023.
- Interest Income has increased **\$300.00** (From \$1,700.00 to \$2,000.00)
  - Interest revenues for FY 2023 have come in higher than budgeted.

#### **Expenditures:**

- TXF to Event Center has been added in the amount of **\$90,000.00**
  - This added expenditure is being transferred to the DSRP to partially fund the emergency lighting project.

**CITY OF DRIPPING SPRINGS**

**ORDINANCE NO. 2023-\_\_\_\_\_**

**BUDGET AMENDMENT**

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

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

**WHEREAS**, the City has had a need to adjust line items in the Dripping Springs Ranch Park, Hotel Occupancy Tax and PEG Funds; and

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

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

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

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

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

**1. FINDINGS OF FACT**

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

## 2. BUDGET AMENDMENTS

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

### **Dripping Springs Ranch Park Fund:**

#### **Revenues:**

- TXF from HOT has increased **\$20,000.00** (From \$435,000.00 to \$455,000.00)
- TXF from PEG Fund Revenues have been added in the amount of **\$90,000.00**

#### **Expenditures:**

- General Maintenance and Repair has increased **\$110,000.00** (From \$184,800.00 to \$294,800.00)

### **Hotel Occupancy Tax Fund:**

#### **Revenues:**

- Hotel Occupancy Tax has increased **\$100,000.00** (From \$800,000.00 to \$900,000.00)

#### **Expenditures:**

- TXF to Event Center has increased **\$20,000.00** (From \$435,000.00 to \$455,000.00)

### **Utilities Fund:**

#### **Revenues:**

- Balance Fwd. has increased **\$500,000.00** (From \$6,493,485.28 to \$6,993,485.28)

#### **Expenditures:**

- Reimbursement to Caliterra Oversize of West Interceptor has been added in the amount of **\$652,733.00**

### **PEG Fund:**

#### **Revenues:**

- Balance Fwd. has increased **\$1,331.37** (From \$174,408.18 to \$175,739.55)
- Interest Income has increased **\$300.00** (From \$1,700.00 to \$2,000.00)

#### **Expenditures:**

- TXF to Event Center has been added in the amount of **\$90,000.00**

### 3. REPEALER

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

### 4. SEVERABILITY

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

### 5. NOTICE TO COUNTY

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

### 6. EFFECTIVE DATE

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

### 7. PROPER NOTICE & MEETING

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

**PASSED & APPROVED** this, the 1<sup>st</sup> day of August 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:**

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Andrea Cunningham, City Secretary



	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #4	Change
<b>CITY - GENERAL FUND</b>				
<b><u>Balance Forward</u></b>	4,408,438.85	4,408,438.85		
<b>Revenue</b>				
AD Valorem	2,559,204.88	2,559,204.88		
AV P&I	4,000.00	4,000.00		
Sales Tax	3,800,000.00	3,800,000.00		
Mixed Beverage	75,000.00	75,000.00		
Alcohol Permits	6,852.50	6,852.50		
Fire Inspections	50,000.00	50,000.00		
Bank Interest	50,000.00	50,000.00		
Development Fees:				
- Subdivision	890,750.00	890,750.00		
- Site Dev	400,000.00	400,000.00		
- Zoning/Signs/Ord	65,000.00	65,000.00		
Building Code	1,500,000.00	1,500,000.00		
Transportation				
Solid Waste	45,000.00	45,000.00		
Health Permits/Inspections	75,000.00	75,000.00		
Municipal Court	1,000.00	1,000.00		
Other Income	40,000.00	40,000.00		
TXF from Capital Improvements				
TXF DSRP On Call	10,400.00	10,400.00		
TXF from HOT	2,404.33	2,404.33		
TXF from WWU	4,066.66	4,066.66		
TXF from TIRZ				
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>Expense</b>				
Supplies	30,000.00	30,000.00		
Office IT Equipment and Support	105,890.00	113,690.00		
Software Purchase, Agreements and Licenses	218,759.00	265,318.00		
Website	6,625.00	6,625.00		
Communications Network/Phone	36,830.84	36,830.84		
Miscellaneous Office Equipment	6,000.00	6,000.00		
Utilities:				
- Street Lights	20,000.00	20,000.00		
- Streets Water	4,000.00	4,000.00		
- Office Electric	5,500.00	5,500.00		
- Office Water	650.00	650.00		
- Stephenson Electric	1,500.00	1,500.00		
- Stephenson Water	500.00	500.00		
Transportation:				
- Improvement Projects	1,096,332.00	1,096,332.00		
- Street & ROW Maintenance	204,050.00	204,050.00		
- Street Improvements	693,707.99	693,707.99		
Office Maintenance/Repairs	18,510.00	18,510.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #4	Change
Stephenson Building & Lawn Maintenance	6,000.00	6,000.00		
Maintenance Equipment	97,500.00	97,500.00		
Equipment Maintenance	5,500.00	5,500.00		
Maintenance Supplies	5,100.00	5,100.00		
Fleet Acquisition	50,000.00	50,000.00		
Fleet Maintenance	44,180.00	44,180.00		
City Hall Improvements	500,000.00	500,000.00		
Uniforms	12,320.00	12,320.00		
Special Projects:				
- Family Violence Ctr	7,000.00	7,000.00		
- Lighting Compliance	2,000.00	2,000.00		
- Economic Development	5,000.00	5,000.00		
- Records Management	1,220.00	1,220.00		
- Government Affairs	60,000.00	60,000.00		
- Stephenson Parking Lot Improvements				
- Stephenson Building Rehabilitation	210,000.00	210,000.00		
- OFR Grant Writer	-	-		
- Planning Consultant	250,000.00	250,000.00		
- Land Acquisition	10,000.00	10,000.00		
- Downtown Bathroom	200,000.00	200,000.00		
- City Hall Planning	30,000.00	30,000.00		
Public Safety:				
- Emergency Management Equipment	45,690.00	45,690.00		
- Emergency Equipment Fire & Safety	611.00	611.00		
- Emergency Mgt PR	2,000.00	2,000.00		
- Emergency Equipment Maintenance & Service	11,702.00	11,702.00		
- Emergency Management Other	30,000.00	30,000.00		
- Animal Control	3,400.00	3,400.00		
Public Relations	5,200.00	5,200.00		
Postage	3,200.00	3,200.00		
TML Insurance:				
- Liability	25,000.00	25,000.00		
- Property	41,000.00	41,000.00		
- Workers' Comp	25,000.00	25,000.00		
Dues, Fees, Subscriptions	41,337.95	41,337.95		
Public Notices	6,000.00	6,000.00		
City Sponsored Events	5,000.00	5,000.00		
Election	8,000.00	8,000.00		
Salaries	2,624,223.34	2,624,223.34		
Taxes	209,825.09	209,825.09		
Benefits	278,376.89	278,376.89		
Retirement	156,944.31	156,944.31		
DSRP Salaries	485,020.13	485,020.13		
DSRP Taxes	38,873.31	38,873.31		
DSRP Benefits	73,071.07	73,071.07		
DSRP Retirement	27,399.78	27,399.78		
Professional Services:				
- Financial Services	35,000.00	35,000.00		
- Engineering	70,000.00	70,000.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #4	Change
- Special Counsel and Consultants	55,800.00	55,800.00		
- Muni Court	15,500.00	15,500.00		
- Bldg. Inspector	750,000.00	750,000.00		
- Fire Inspector	40,000.00	40,000.00		
- Health Inspector	50,000.00	50,000.00		
- Architectural and Landscape Consultants	5,000.00	5,000.00		
- Historic District Consultant	3,500.00	3,500.00		
- Lighting Consultant	1,000.00	1,000.00		
- Human Resource Consultant	15,000.00	15,000.00		
Training/CE	92,892.04	92,892.04		
Code Publication	8,000.00	8,000.00		
Mileage	2,000.00	2,000.00		
Miscellaneous Office Expense	10,000.00	10,000.00		
Bad Debt Expense	-	-		
Contingencies/Emergency Fund	50,000.00	50,000.00		
Coronavirus Local Fiscal Recovery Funds (CLFRF)				
TXF to Reserve Fund	500,000.00	500,000.00		
TXF AV to TIF	355,961.65	355,961.65		
TXF to TIRZ	-	-		
Sales Tax TXF to WWU	760,000.00	760,000.00		
SPA & ECO D TXF	218,880.00	218,880.00		
TXF to DSRP	275,884.04	275,884.04		
TXF to Capital Improvement Fund	300,000.00	300,000.00		
TXF to Vehicle Replacement Fund	70,326.00	70,326.00		
TXF to WWU				
TXF to Founders Day				
TXF to Farmers Market	15,249.56	15,249.56		
<b>Total</b>	<b>11,791,542.99</b>	<b>11,845,901.99</b>		

**PARKS - GENERAL FUND****Revenue**

Sponsorships and Donations	2,000.00	2,000.00		
City Sponsored Events	3,000.00	3,000.00		
Programs and Events	8,000.00	8,000.00		
Community Service Permit Fees	1,800.00	1,800.00		
Aquatics Program Income	29,400.00	29,400.00		
Pool and Pavilion Rental	16,950.00	16,950.00		
Park Rental Fees	5,950.00	5,950.00		
Reimbursement of Utility Costs	-	-		
TXF from HOT Fund	167,000.00	167,000.00		
TXF from Parkland Dedication	107,000.00	107,000.00		
TXF from Parkland Development				
TXF from Landscaping Fund	1,000.00	1,000.00		
TXF from Contingency Funds				
TXF from DSRP				
TXF from CLFRF	160,570.49	160,570.49		
<b>Total Revenue</b>	<b>502,670.49</b>	<b>502,670.49</b>		

**Expense**

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #4	Change
Other	11,500.00	11,500.00		
Park Consultants	10,000.00	10,000.00		
Dues Fees and Subscriptions	1,464.50	1,464.50		
Advertising & Marketing	11,250.00	11,250.00		
DS Ranch House Furniture & Equipment	-	-		
<b>Total Other</b>	<b>34,214.50</b>	<b>34,214.50</b>		
<b>Public Improvements</b>				
All Parks	6,500.00	6,500.00		
Triangle Improvement	17,000.00	17,000.00		
Rathgeber Improvements	110,000.00	110,000.00		
Founders Park	187,048.36	187,048.36		
Founders Pool	1,500.00	1,500.00		
Skate Park	75,000.00	75,000.00		
S & R Park	150,000.00	150,000.00		
Charro Ranch Park	1,000.00	1,000.00		
DS Ranch Park				
<b>Total Improvements</b>	<b>548,048.36</b>	<b>548,048.36</b>		
<b>Utilities</b>				
Portable Toilets	7,250.00	7,250.00		
Triangle Electric	500.00	500.00		
Triangle Water	1,000.00	1,000.00		
S&R Park Water	13,000.00	13,000.00		
SRP Electric	2,500.00	2,500.00		
FMP Pool/ Pavilion Water	6,000.00	6,000.00		
FMP Pool//Electricity	7,250.00	7,250.00		
Pool Phone/Network	1,650.00	1,650.00		
FMP Pool Propane	20,000.00	20,000.00		
DS Ranch Park Electricity	-	-		
DS Ranch Park Phone/Network	-	-		
DS Ranch Park Septic	-	-		
<b>Total Utilities</b>	<b>59,150.00</b>	<b>59,150.00</b>		
<b>Maintenance</b>				
General Maintenance (All Parks)	1,000.00	1,000.00		
Trail Washout repairs	-	-		
Equipment Rental	1,000.00	1,000.00		
Founders Pool	16,000.00	16,000.00		
Founders Park	50,740.00	50,740.00		
Skate Park Maintenance	500.00	500.00		
S&R	31,420.00	31,420.00		
Charro Ranch Park	7,250.00	7,250.00		
Triangle/ Veteran's Memorial Park	700.00	700.00		
DSRP	-	-		
Rathgeber Maintenance	900.00	900.00		
<b>Total Maintenance</b>	<b>109,510.00</b>	<b>109,510.00</b>		
<b>Supplies</b>				

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #4	Change
General Parks	8,550.00	8,550.00		
Charro Ranch Supplies	1,500.00	1,500.00		
Founders Park Supplies				
Founders Pool Supplies	24,705.00	29,764.34		
Program and Events	20,050.00	20,050.00		
DSRP & Ranch House Supplies				
S&R Supplies	400.00	400.00		
<b>Total Supplies</b>	<b>55,205.00</b>	<b>60,264.34</b>		
<b>Program Staff</b>				
Camp Staff	-	-		
Program Event Staff	13,400.00	13,400.00		
Aquatics Staff	77,043.15	77,043.15		
<b>Total Staff Expense</b>	<b>90,443.15</b>	<b>90,443.15</b>		
<b>Total Parks Expenditures</b>	<b>896,571.01</b>	<b>901,630.35</b>		
<b>FOUNDERS DAY - GENERAL FUND</b>				
<b>Balance Fwd.</b>	33,588.01	33,588.01		
<b>Revenue</b>				
Craft booths/Business Booths	6,250.00	6,250.00		
Food booths	1,100.00	1,100.00		
BBQ cookers	4,600.00	4,600.00		
Carnival	10,000.00	10,000.00		
Parade	3,750.00	3,750.00		
Sponsorship	82,500.00	82,500.00		
Parking concession	1,700.00	1,700.00		
Electric	3,000.00	3,000.00		
Misc.				
TXF from General Fund				
<b>Total</b>	<b>146,488.01</b>	<b>146,488.01</b>		
<b>Expense</b>				
Publicity	9,500.00	9,500.00		
Porta-Potties	12,000.00	12,000.00		
Security	32,500.00	32,500.00		
Health, Safety & Lighting	15,500.00	15,500.00		
Transportation	4,500.00	4,500.00		
Barricades/Traffic Plan	19,000.00	19,000.00		
Bands/Music/Sound	22,500.00	22,500.00		
Clean Up	5,500.00	5,500.00		
FD Event Supplies	5,000.00	5,000.00		
Sponsorship	6,000.00	6,000.00		
Parade	650.00	650.00		
Tent, Tables & Chairs	4,000.00	4,000.00		
Electricity	1,800.00	1,800.00		
FD Electrical Setup	4,600.00	4,600.00		
Contingencies	3,438.01	3,438.01		
<b>Total expenses</b>	<b>146,488.01</b>	<b>146,488.01</b>		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #4	Change
<b>Balance Fwd.</b>	-	-		
<b>CONSOLIDATED GENERAL FUND</b>				
<b>Revenue</b>				
City	13,987,117.23	13,987,117.23		
Parks	502,670.49	502,670.49		
Founders	146,488.01	146,488.01		
<b>Total</b>	<b>14,636,275.73</b>	<b>14,636,275.73</b>		
<b>Expense</b>				
City	11,791,542.99	11,845,901.99		
Parks	896,571.01	901,630.35		
Founders	146,488.01	146,488.01		
<b>Total Expense</b>	<b>12,834,602.01</b>	<b>12,894,020.35</b>		
<b>Balance Fwd.</b>	<b>1,801,673.72</b>	<b>1,742,255.38</b>		
<b>DRIPPING SPRINGS FARMERS MARKET</b>				
Balance Forward	49,380.56	49,380.56		
<b>Revenue</b>				
FM Sponsor	5,000.00	5,000.00		
Grant Income	1,000.00	1,000.00		
Booth Space	54,600.00	54,600.00		
Applications	750.00	750.00		
Membership Fee	2,600.00	2,600.00		
Interest Income	200.00	200.00		
Market Event/Merch.	1,000.00	1,000.00		
Transfer from General Fund	15,300.59	15,300.59		
<b>Total</b>	<b>129,831.15</b>	<b>129,831.15</b>		
<b>Expense</b>				
Advertising	3,000.00	3,000.00		
Market Manager	52,679.65	52,679.65		
Market Specialist				
Payroll Tax Expense	4,281.99	4,281.99		
DSFM Benefits	8,125.04	8,125.04		
Retirement	3,173.95	3,173.95		
Entertainment& Activities	3,000.00	3,000.00		
Dues Fees & Subscriptions	200.00	200.00		
Market Event	500.00	500.00		
Training	200.00	200.00		
Office Expense	300.00	300.00		
Supplies Expense	4,000.00	4,000.00		
Network & Phone	252.00	252.00		
Other Expense	2,600.00	2,600.00		
Capital Fund	-	-		
Contingency Fund	500.00	500.00		
Transfer to Reserve Fund	35,000.00	35,000.00		
<b>Total Expense</b>	<b>117,812.63</b>	<b>117,812.63</b>		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #4	Change
<b>Balance Forward</b>	<b>12,018.52</b>	<b>12,018.52</b>		
<b>PARKLAND DEDICATION FUND</b>				
Balance Forward	155,253.81	155,253.81		
<b>Revenue</b>				
Parkland Fees	-	-		
<b>Total Revenue</b>	<b>155,253.81</b>	<b>155,253.81</b>		
<b>Expense</b>				
Park Improvements	107,000.00	107,000.00		
TXF to AG Facility				
Master Naturalists				
<b>Total Expenses</b>	<b>107,000.00</b>	<b>107,000.00</b>		
<b>Balance Forward</b>	<b>48,253.81</b>	<b>48,253.81</b>		
<b>PARKLAND DEVELOPMENT FUND</b>				
Balance Forward	-	-		
<b>Revenue</b>				
Parkland Development Fees				
<b>Total Revenue</b>	<b>-</b>	<b>-</b>		
<b>Expense</b>				
Transfer to Parks				
<b>Total Expenses</b>	<b>-</b>	<b>-</b>		
<b>Balance Forward</b>	<b>-</b>	<b>-</b>		
<b>AG FACILITY FUND</b>				
Balance Fwd.	-	-		
<b>Revenue</b>				
Ag Facility Fees	47,495.00	47,495.00		
<b>Total Revenues</b>	<b>47,495.00</b>	<b>47,495.00</b>		
<b>Expense</b>				
TXF to DSRP	47,495.00	47,495.00		
<b>Total Expense</b>	<b>47,495.00</b>	<b>47,495.00</b>		
<b>Balance Fwd.</b>	<b>-</b>	<b>-</b>		
<b>LANDSCAPING FUND</b>				
Balance Fwd.	468,342.55	468,342.55		
<b>Revenue</b>				
Tree Replacement Fees				
<b>Total Revenues</b>	<b>468,342.55</b>	<b>468,342.55</b>		
<b>Expense</b>				
Sports and Rec Park	-	-		
DSRP				
FMP	-	-		
Charro	1,000.00	1,000.00		
Historic Districts	25,000.00	25,000.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #4	Change
Professional Services	-	-		
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00		
<b>Total Expense</b>	<b>28,300.00</b>	<b>28,300.00</b>		
<b>Balance Fwd.</b>	<b>440,042.55</b>	<b>440,042.55</b>		
<b>SIDEWALK FUND</b>				
Balance Fwd.	102,536.00	-		
<b>Revenue</b>				
Fees	-	-		
<b>Total Revenues</b>	<b>102,536.00</b>	<b>-</b>		
<b>Expense</b>				
Expense	-	-		
<b>Total Expense</b>	<b>-</b>	<b>-</b>		
<b>Balance Fwd.</b>	<b>102,536.00</b>	<b>102,536.00</b>		
<b>DRIPPING SPRINGS RANCH PARK OPERATING FUND</b>				
Balance Forward	151,285.98	151,285.98		
<b>Revenue</b>				
Stall Rentals	37,200.00	37,200.00		
RV/Camping Site Rentals	19,000.00	19,000.00		
Facility Rentals	113,500.00	113,500.00		
Equipment Rental	6,000.00	6,000.00		
Sponsorships & Donations	52,275.00	52,275.00		
Merchandise Sales	21,065.20	21,065.20		
Riding Permits	9,500.00	9,500.00		
Staff & Misc. Fees	4,000.00	4,000.00		
Cleaning Fees	25,000.00	25,000.00		
General Program and Events:				
- Riding Series	82,000.00	82,000.00		
- Coyote Camp	137,100.00	137,100.00		
- Misc. Events	2,000.00	2,000.00		
- Programing	15,100.00	15,100.00		
- Concert Series				
Other Income	500.00	500.00		
Interest	600.00	600.00		
TXF from Ag Facility	47,495.00	47,495.00		
TXF from HOT	395,000.00	435,000.00	455,000.00	20,000.00
TXF for RV/ Parking Lot HOT				
TXF from General Fund				
TXF from Landscape Fund				
TXF from PEG Fund	-	-	90,000.00	90,000.00
TXF from General Fund CLFRF	275,884.04	275,884.04		
<b>Total Revenue</b>	<b>1,394,505.22</b>	<b>1,434,505.22</b>	<b>545,000.00</b>	<b>110,000.00</b>
<b>Expense</b>				
Advertising	17,750.00	17,750.00		



	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #4	Change
Office Supplies	10,000.00	10,000.00		
Postage	-	-		
DSRP On Call	10,400.00	10,400.00		
Camp Staff	108,246.48	108,246.48		
Network and Communications	11,316.40	11,316.40		
Co-Sponsored Events	7,900.00	7,900.00		
Sponsorship Expenses	2,100.00	2,100.00		
Supplies and Materials	25,500.00	25,500.00		
Ranch House Supplies	1,000.00	1,000.00		
Dues, Fees and Subscriptions	5,127.50	5,127.50		
Mileage	500.00	500.00		
Equipment	267,250.00	267,250.00		
House Equipment				
Equipment Rental	2,000.00	2,000.00		
Equipment Maintenance	25,000.00	25,000.00		
Portable Toilets	2,500.00	2,500.00		
Electric	60,000.00	60,000.00		
Water	7,000.00	7,000.00		
Septic	750.00	750.00		
Lift Station Maintenance	12,000.00	12,000.00		
Propane/Natural Gas	2,500.00	2,500.00		
On Call Phone	501.60	501.60		
Alarm	6,660.00	6,660.00		
Stall Cleaning & Repair	4,000.00	4,000.00		
Training and Education	9,500.00	9,500.00		
General Program and Events:				
- Riding Series	32,000.00	32,000.00		
- Coyote Camp	16,000.00	16,000.00		
- Misc. Events	700.00	700.00		
- Programing	8,000.00	8,000.00		
- Concert Series				
Other Expense	20,000.00	20,000.00		
Improvements	345,000.00	385,000.00		
Tree Planting				
Contingencies	50,000.00	50,000.00		
Fleet Acquisition	-	-		
Fleet Maintenance	5,500.00	5,500.00		
General Maintenance and Repair	184,800.00	184,800.00	294,800.00	110,000.00
Grounds and General Maintenance	21,690.00	21,690.00		
House Maintenance	10,000.00	10,000.00		
HCLE	13,200.00	13,200.00		
Merchandise	10,500.00	10,500.00		
RV/Parking Lot				
TXF to Vehicle Replacement Fund	29,595.00	29,595.00		
<b>Total Expenses</b>	<b>1,346,486.98</b>	<b>1,386,486.98</b>	<b>294,800.00</b>	<b>110,000.00</b>
<b>Total Bal Fwd.</b>	<b>48,018.24</b>	<b>48,018.24</b>		<b>-</b>

**HOTEL OCCUPANCY TAX FUND**

Balance Fwd.	439,566.31	483,467.36		
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	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #4	Change
<b>Revenues</b>				
Hotel Occupancy Tax	700,000.00	800,000.00	900,000.00	100,000.00
Interest	240.00	10,000.00		
<b>Total</b>	<b>1,139,806.31</b>	<b>1,293,467.36</b>	<b>900,000.00</b>	<b>100,000.00</b>
<b>Expenses</b>				
Advertising	2,100.00	2,100.00		
Christmas Lighting Displays	45,000.00	45,000.00		
City Sponsored Events				
Historic Districts Marketing	2,800.00	2,800.00		
Signage	44,560.00	44,560.00		
Arts	20,000.00	20,000.00		
Lighting	150,000.00	150,000.00		
Dues and Fees	8,000.00	8,000.00		
TXF to Debt Service	91,600.00	91,600.00		
RV/ Parking Lot				
TXF to General Fund	2,404.33	2,404.33		
TXF to Event Center	395,000.00	435,000.00	455,000.00	20,000.00
Grants	291,198.00	291,198.00		
<b>Total expenses</b>	<b>1,052,662.33</b>	<b>1,092,662.33</b>	<b>455,000.00</b>	<b>20,000.00</b>
<b>Balance Fwd.</b>	<b>87,143.98</b>	<b>200,805.03</b>	<b>280,805.03</b>	<b>80,000.00</b>
<b>UTILITY FUND</b>				
Balance Fwd.	6,493,485.28	6,493,485.28	6,993,485.28	500,000.00
<b>Wastewater</b>				
<b>Revenue</b>				
TXF from TWDB	4,420,000.00	4,420,000.00		
Wastewater Service	1,285,365.12	1,285,365.12		
Late Fees/Rtn check fees	9,600.00	9,600.00		
Portion of Sales Tax	760,000.00	760,000.00		
Delayed Connection Fees	5,000.00	5,000.00		
Line Extensions				
Solid Waste				
PEC				
ROW Fees				
Cable				
TX Gas Franchise Fees				
Transfer fees	9,000.00	9,000.00		
Overuse fees	150,000.00	150,000.00		
Reuse Fees				
FM 150 WWU Line Reimbursement	60,000.00	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		
TXF from General Fund				
<b>Total Revenues</b>	<b>8,908,965.12</b>	<b>8,908,965.12</b>		

FY 2023  
AdoptedFY 2023  
AmendedFY 2023  
Proposed  
Amendment #4**Expense**

## Administrative and General Expense:

- Administrative/Billing Expense		
- Legal Fees		
- Auditing		
- Regulatory Expense	4,250.00	4,250.00
- Planning and Permitting	7,500.00	7,500.00
- Software		
- IT Equipment & Support		

## Engineering:

- Engineering & Surveying		
- Construction Phase Services HR TEFS 1873-001	35,000.00	35,000.00
- Misc. Planning/Consulting 1431-001	20,000.00	20,000.00
- 2nd Amendment CIP 1881-001	30,000.00	30,000.00
- Sewer Planning CAD 1971-001	15,000.00	15,000.00
- Water Planning 1982-001	15,000.00	15,000.00
- FM 150 WWU Line 1989-001	60,000.00	60,000.00
- Parallel West Interceptor Design& Cost		
- Caliterra Plan Review & construction Phase Services 19	35,000.00	35,000.00
- HR Treated Effluent Fill Station 1873-001		
- TLAP Renewal application 1732-001	50,000.00	50,000.00
- Arrowhead PR & Const. Phase Services - 1967-001	10,000.00	10,000.00
- Heritage PID PR & Cons. Phase Services - 1734-001	75,000.00	75,000.00
- Double L Planning & Const. Phase Services - 1743-001	50,000.00	50,000.00
- Cannon Tract - 1842-001	40,000.00	40,000.00
- Driftwood 522 PR & Const. Phase Services - 1900-001	60,000.00	60,000.00
- Big Sky PR & Const Phase Services - 1913-001	60,000.00	60,000.00
- Driftwood Creek PR & Const Phase Services - 1917-001	45,000.00	45,000.00
- Cannon/Cynosure/Double L Water CCN App. - 2007-00	5,000.00	5,000.00
- Cynosure-Wild Ridge - 2009-001	20,000.00	20,000.00
- TLAP Renewal application		

## Dues, Fees and Subscriptions

-

## TXF to Water Fund

-

## TXF to Vehicle Replacement Fund

## System Operations and Maintenance:

- Routine Operations	73,600.00	73,600.00
- Non-Routine Operations	78,000.00	78,000.00
- System Maintenance & Repair	24,000.00	24,000.00
- Chlorinator Maintenance	3,000.00	3,000.00
- Chlorinator Alarm	1,000.00	1,000.00
- Odor Control	20,000.00	20,000.00
- Meter Calibrations	2,100.00	2,100.00
- Lift Station Cleaning	21,000.00	21,000.00
- Jet Cleaning Collection lines	22,800.00	22,800.00
- Drip Field Lawn Maintenance	10,000.00	10,000.00
- Drip Field Maint & Repairs	20,000.00	20,000.00
- Drip Field Meter Box Replacement	5,000.00	5,000.00
- Lift Station repairs	21,000.00	21,000.00

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #4	Change
- Autodialer Replacement	17,500.00	17,500.00		
- Lift Station Preventative Maintenance	7,000.00	7,000.00		
- WWTP Repairs/Pump Repairs	45,000.00	45,000.00		
- Chemicals	12,000.00	12,000.00		
- Electricity	80,000.00	80,000.00		
- Laboratory Testing	25,000.00	25,000.00		
- Sludge Hauling	130,000.00	130,000.00		
- Phone/Network	9,000.00	9,000.00		
- Supplies	20,000.00	20,000.00		
- Equipment				
- Equipment Maintenance				
- Fleet Acquisition				
- Fleet Maintenance				
- Fuel				
- Wastewater Flow Measurement	9,000.00	9,000.00		
- Backwash Flow Meter & Check valve	22,000.00	22,000.00		
- Arrowhead Plant Operations	148,225.00	148,225.00		
- Big Sky Plant Operations	69,948.00	69,948.00		
Other Expense	52,000.00	52,000.00		
Uniforms				
Training				
Dispatch				
Salaries				
Taxes				
Benefits				
Retirement				
On Call				
Capital Projects:				
- Road Reconstruction				
- HRTreated Effluent Fill Station	200,000.00	200,000.00		
- Parallel West Interceptor	-	-		
- Arrowhead Drain Field	1,800,000.00	1,800,000.00		
Other:				
- Reimbursement to Caliterra Oversize of West Intercepto	-	-	652,733.00	652,733.00
TWDB Engineering:				
- West Interceptor, SC, LS, FM and TE line 1950-001	250,000.00	250,000.00		
- East Interceptor 1951-001	400,000.00	400,000.00		
- Effluent HP 1952-001	200,000.00	200,000.00		
- Reclaimed Water Facility 1953-001	15,000.00	15,000.00		
- WWTP Design Assistance				
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00		
Miscellaneous:				
- Consultants and Legal	175,000.00	175,000.00		
TWDB Capital Projects:				
- West Interceptor, So Collector and LS and FM	3,500,000.00	3,500,000.00		
- East Interceptor	25,000.00	25,000.00		
- Effluent Holding Pond	1,500,000.00	1,500,000.00		
- WWTP	25,000.00	25,000.00		
Transfer to General Fund	4,066.66	4,066.66		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #4	Change
Transfer to Vehicle Replacement Fund	29,911.00	29,911.00		
<b>Total Expense</b>	<b>9,738,900.66</b>	<b>9,738,900.66</b>		<b>652,733.00</b>

**WATER****Revenue**

## Fees:

- Tap Fees
- Impact Fees
- Meter Set Fees
- Disconnect Fees

## Rates:

- Base Rate 7,800.00 7,800.00
- Usage 150,000.00 150,000.00
- Penalties

TXF from Wastewater Fund

	-	-		
<b>Total Revenue</b>	<b>157,800.00</b>	<b>157,800.00</b>		

**Expense**

## Administrative and General Expense:

- Regulatory Expense - -
- Planning and Permitting - -

## System Operations and Maintenance:

- Routine Operations 25,000.00 25,000.00
- Non Routine Operations 20,000.00 20,000.00
- System Maintenance & Repair 20,000.00 20,000.00
- Laboratory Testing 25,000.00 25,000.00
- Supplies 50,000.00 50,000.00

Operating and Maintenance

	-	-		
<b>Total Expense</b>	<b>140,000.00</b>	<b>140,000.00</b>		

**OPERATIONS****Revenues**

PEC	130,000.00	130,000.00		
ROW Fees	6,000.00	6,000.00		
Cable	130,000.00	130,000.00		
TX Gas Franchise Fees	3,000.00	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>		
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**Expense**

## Administrative and General Expense:

- Administrative/Billing Expense 66,000.00 66,000.00
- Legal Fees 250,000.00 250,000.00
- Auditing 10,000.00 10,000.00
- Software 37,267.00 37,267.00
- IT Equipment & Support 5,640.00 5,640.00

## Systems Operations and Maintenance:

- Phone/Network

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #4	Change
- Equipment	50,000.00	50,000.00		
- Equipment Maintenance	10,000.00	10,000.00		
- Fleet Acquisition	45,000.00	45,000.00		
- Fleet Maintenance	10,000.00	10,000.00		
- Fuel	15,000.00	15,000.00		
Other Expense				
Uniforms	5,000.00	5,000.00		
Training	9,254.00	9,254.00		
Dispatch	3,000.00	3,000.00		
Salaries	398,740.00	398,740.00		
Taxes	33,063.21	33,063.21		
Benefits	56,988.71	56,988.71		
Retirement	24,650.69	24,650.69		
On Call	10,400.00	10,400.00		
<b>Total Expense</b>	<b>1,040,003.61</b>	<b>1,040,003.61</b>		
<b>CONSOLIDATED UTILITY FUND</b>				
<b>Revenue</b>				
Balance Foreward	6,493,485.28	6,493,485.28	6,993,485.28	500,000.00
Wastewater	8,908,965.12	8,908,965.12		
Water	157,800.00	157,800.00		
Operations	319,000.00	319,000.00		
<b>Total</b>	<b>15,879,250.40</b>	<b>15,879,250.40</b>		<b>500,000.00</b>
<b>Expense</b>				
Wastewater	9,738,900.66	9,738,900.66	10,391,633.66	652,733.00
Water	140,000.00	140,000.00		
Operations	1,040,003.61	1,040,003.61		
<b>Total Expense</b>	<b>10,918,904.27</b>	<b>10,918,904.27</b>		<b>652,733.00</b>
<b>Balance Fwd.</b>	<b>4,960,346.13</b>	<b>4,960,346.13</b>		<b>4,807,613.13</b>
<b>TWDB FUND</b>				
Balance Forward	208.34	208.34		
Revenues	4,420,000.00	4,420,000.00		
Interest				
<b>Total revenue</b>	<b>4,420,208.34</b>	<b>4,420,208.34</b>		
<b>Expenses</b>				
Escrow Fees				
Expenses	4,420,000.00	4,420,000.00		
<b>Total Expenses</b>	<b>4,420,000.00</b>	<b>4,420,000.00</b>		
<b>Balance Forward</b>	<b>208.34</b>	<b>208.34</b>		
<b>IMPACT FUND</b>				
Bal Fwd.	4,390,183.94	4,390,183.94		
<b>Revenue</b>				
Impact Fees	1,670,000.00	1,670,000.00		
Impact Fee Deposits				
Interest Income	30,000.00	30,000.00		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #4	Change
<b>Total</b>	<b>6,090,183.94</b>	<b>6,090,183.94</b>		
<b>Expense</b>				
TXF to Debt Service 2015	698,498.56	698,498.56		
TXF to Debt Service 2019	1,013,533.00	1,013,533.00		
TXF to Debt Service 2022	2,431,563.06	2,431,563.06		
<b>Total expense</b>	<b>4,143,594.62</b>	<b>4,143,594.62</b>		
<b>Total Bal Fwd.</b>	<b>1,946,589.32</b>	<b>1,946,589.32</b>		
<b>DEBT SERVICE FUND 2015</b>				
Bal Fwd.	850,073.10	850,073.10		
<b>Revenue</b>				
TXF from Impact Fund	698,498.56	698,498.56		
Interest	8,000.00	8,000.00		
<b>Total Revenue</b>	<b>1,556,571.66</b>	<b>1,556,571.66</b>		
<b>Expenses</b>				
Debt Payment 2015	711,231.76	711,231.76		
<b>Total Expense</b>	<b>711,231.76</b>	<b>711,231.76</b>		
<b>Balance Fwd.</b>	<b>845,339.90</b>	<b>845,339.90</b>		
<b>DEBT SERVICE FUND 2013</b>				
Bal Fwd.	99,085.00	99,085.00		
<b>Revenue</b>				
TXF from HOT	91,600.00	91,600.00		
Interest	1,200.00	1,200.00		
<b>Total</b>	<b>191,885.00</b>	<b>191,885.00</b>		
<b>Expense</b>				
Tax Series 2013	89,505.00	89,505.00		
<b>Total Expenses</b>	<b>89,505.00</b>	<b>89,505.00</b>		
<b>Balance Fwd.</b>	<b>102,380.00</b>	<b>102,380.00</b>		
<b>DEBT SERVICE FUND 2019</b>				
Bal Fwd.	1,015,695.96	1,015,695.96		
<b>Revenue</b>				
TXF from Impact Fees	1,013,533.00	1,013,533.00		
Interest	12,000.00	12,000.00		
<b>Total</b>	<b>2,041,228.96</b>	<b>2,041,228.96</b>		
<b>Expense</b>				
Tax Series 2019	983,553.00	983,553.00		
<b>Total Expenses</b>	<b>983,553.00</b>	<b>983,553.00</b>		
<b>Balance Fwd.</b>	<b>1,057,675.96</b>	<b>1,057,675.96</b>		

	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #4	Change
<b>DEBT SERVICE FUND 2022</b>				
Bal Fwd.	-	-		
Revenue				
TXF from Impact Fees	2,431,563.06	2,431,563.06		
Interest	-	-		
<b>Total</b>	<b>2,431,563.06</b>	<b>2,431,563.06</b>		
<b>Expense</b>				
Tax Series 2022	1,215,163.06	1,215,163.06		
<b>Total Expenses</b>	<b>1,215,163.06</b>	<b>1,215,163.06</b>		
<b>Balance Fwd.</b>	<b>1,216,400.00</b>	<b>1,216,400.00</b>		
<b>PEG FUND</b>				
Balance Fwd.	174,408.18	174,408.18	175,739.55	1,331.37
<b>Revenues</b>				
TWC	27,000.00	27,000.00		
Interest Income	1,700.00	1,700.00	2,000.00	300.00
<b>Total Revenues</b>	<b>203,108.18</b>	<b>203,108.18</b>		<b>1,631.37</b>
<b>Expense</b>	-	-		
TXF to Event Center	-	-	90,000.00	<b>90,000.00</b>
<b>Balance Fwd.</b>	<b>203,108.18</b>	<b>203,108.18</b>		<b>(88,368.63)</b>
<b>RESERVE FUND</b>				
Balance Fwd.	1,845,374.05	1,845,374.05		
<b>Revenue</b>				
TXF from General Fund	300,000.00	300,000.00		
Interest	18,000.00	18,000.00		
<b>Total</b>	<b>2,163,374.05</b>	<b>2,163,374.05</b>		
<b>Expense</b>				
Expense				
<b>Total Expense</b>	-	-		
<b>Balance Fwd.</b>	<b>2,163,374.05</b>	<b>2,163,374.05</b>		
<b>TIRZ 1</b>				
Balance Forward	195,162.56	354,256.51		
<b>Revenues</b>				
City AV	115,297.54	115,297.54		
County AV	215,354.00	215,354.00		
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>Expense</b>				
TIRZ Expense				



	FY 2023 Adopted	FY 2023 Amended	FY 2023 Proposed Amendment #4	Change
Project Management/Misc. Costs	32,000.00	15,750.00		
Project Administration P3 Works	16,000.00	8,000.00		
Legal Fees	12,000.00	-		
EPS				
MAS	30,000.00	22,500.00		
HDR	478,000.00	358,500.00		
TJKM - Grant Writing	-	-		
Buie - PR	-	-		
Misc. Consulting	5,000.00	5,000.00		
Creation Cost Reimbursements				
TXF to GAP Escrow	-	-		
Stakeholder Reimbursement	-	284,573.95		
<b>Total Expense</b>	<b>573,000.00</b>	<b>694,323.95</b>		
<b>Balance Forward</b>	<b>(44,185.90)</b>	<b>(1,615.90)</b>		

**TIRZ 2**

Balance Forward	653,378.27	653,378.27		
<b>Revenue</b>				
Interest Income	2,000.00	2,000.00		
City AV	240,664.11	240,664.11		
County AV	437,211.00	437,211.00		
<b>Total Revenue</b>	<b>1,333,253.38</b>	<b>1,333,253.38</b>		

**Expense**

Project Management/Misc. Costs		15,750.00		
Project Administration P3 Works		8,000.00		
MAS		7,500.00		
HDR		119,500.00		
Creation Cost Reimbursements				
Stakeholder Reimbursement		82,235.05		
<b>Total Expense</b>	<b>-</b>	<b>82,235.05</b>		
<b>Balance Forward</b>	<b>1,333,253.38</b>	<b>1,251,018.33</b>		

**VEHICLE REPLACEMENT FUND**

<b>Revenue</b>				
Balance Forward	31,193.00	31,193.00		
TXF from General Fund	70,326.00	70,326.00		
TXF from DSRP	29,595.00	29,595.00		
TXF from WWU	29,911.00	29,911.00		
<b>Total Revenue</b>	<b>161,025.00</b>	<b>161,025.00</b>		
<b>Expense</b>				
Vehicle Replacement				
<b>Total Expense</b>	<b>-</b>	<b>-</b>		
<b>Balance Forward</b>	<b>161,025.00</b>	<b>161,025.00</b>		

AD Valorem	Attachment 1,048,477.29
Sales Tax	4,193,077.86
Mixed Beverage	85,000.00
AV P&I	13,072.46
Solid Waste	45,563.40
Alcohol Permits	7,085.00
Health Permits/Inspections	113,000.00
FEMA	5,292.38
Other Income	40,000.00
Bank Interest	90,000.00
CARES Act	
Coronavirus Local Fiscal Recovery Funds (CLFRF)	708,578.71
TXF from Capital Improvements	-
TXF DSRP On Call	10,400.00
TXF from HOT	4,305.00
TXF from WWU	
TXF from TIRZ	127,102.00
Salaries	2,065,000.00
Benefits	217,278.97
Taxes	165,352.59
Retirement	121,138.26
- Human Resource Consultant	15,000.00
Dues, Fees, Subscriptions	34,000.00
Training/CE	83,623.90
Supplies	25,000.00
Miscellaneous Office Equipment	6,000.00
Postage	3,200.00
- Animal Control	3,400.00
- Economic Development	10,000.00
Mileage	1,500.00
Contingencies/Emergency Fund	35,000.00
Miscellaneous Office Expense	10,000.00
Coronavirus Local Fiscal Recovery Funds (CLFRF)	60,000.00
TXF to Reserve Fund	300,000.00
TXF AV to TIF	207,911.50
TXF to TIRZ	250,000.00
TXF to WWU	155,721.00
TXF to DSRP	178,000.00
TXF to Capital Improvement Fund	
TXF to Vehicle Replacement Fund	25,462.00
TXF to Founders Day	13,000.00
TXF to Farmers Market	3,657.83
- OFR Grant Writer	-
- Family Violence Ctr	7,000.00
- Land Acquisition	
Election	500.00
Code Publication	7,500.00
Public Notices	6,000.00
- Records Management	720.00

Municipal Court	<b>Attachment "A"</b> 250.00
- Muni Court	10,000.00
- Special Counsel and Consultants	30,000.00
- Government Affairs	
Website	6,625.00
Public Relations	8,988.00
Office IT Equipment and Support	80,000.00
Software Purchase, Agreements and Licenses	165,254.00
Communications Network/Phone	31,000.00
- Financial Services	28,000.00
- Liability	18,750.00
- Property	39,000.00
- Workers' Comp	22,000.00
Bad Debt Expense	-
Sales Tax TXF to WWU	838,615.57
SPA & ECO D TXF	241,521.28
- Site Dev	849,479.02
- Zoning/Signs/Ord	110,000.00
- Subdivision	1,229,600.64
- Engineering	94,000.00
- Health Inspector	70,000.00
- Architectural and Landscape Consultants	4,000.00
- Historic District Consultant	3,500.00
- Planning Consultant	175,000.00
Fire Inspections	67,565.94
Building Code	1,868,414.51
- Bldg. Inspector	1,494,731.61
- Lighting Consultant	1,000.00
- Fire Inspector	54,052.75
- Improvement Projects	400,000.00
Office Maintenance/Repairs	11,600.00
Equipment Maintenance	4,000.00
Fleet Maintenance	32,500.00
Stephenson Building & Lawn Maintenance	2,000.00
- Street & ROW Maintenance	100,000.00
Uniforms	7,760.00
Fleet Acquisition	196,700.00
Maintenance Equipment	47,878.00
Maintenance Supplies	4,600.00
- Street Lights	20,000.00
- Streets Water	3,500.00
- Office Electric	6,000.00
- Office Water	650.00
- Stephenson Electric	1,250.00
- Stephenson Water	500.00
- Lighting Compliance	2,000.00
- Stephenson Parking Lot Improvements	
- Stephenson Building Rehabilitation	14,000.00
- Downtown Bathroom	

- City Hall Planning	
- Street Improvements	298,379.26
City Hall Improvements	5,000.00
Sponsorships and Donations	8,205.97
Community Service Permit Fees	2,835.00
Programs and Events	29,630.00
Park Rental Fees	5,750.00
TXF from Parkland Dedication	111,462.80
TXF from Landscaping Fund	4,000.00
TXF from HOT Fund	-
TXF from CLFRF	-
TXF from Contingency Funds	
TXF from Parkland Development	5,832.00
Program Event Staff	-
Camp Staff	
Park Consultants	11,400.00
Dues Fees and Subscriptions	2,275.00
General Maintenance (All Parks)	1,000.00
Founders Park	22,240.00
S&R	56,519.00
Charro Ranch Park	7,700.00
Triangle/ Veteran's Memorial Park	700.00
Skate Park Maintenance	
Rathgeber Maintenance	-
Equipment Rental	1,000.00
General Parks	3,000.00
Charro Ranch Supplies	1,500.00
Founders Park Supplies	43,375.00
S&R Supplies	400.00
Program and Events	5,690.00
Portable Toilets	7,800.00
Triangle Electric	500.00
Triangle Water	500.00
S&R Park Water	13,000.00
SRP Electric	3,250.00
Advertising & Marketing	7,000.00
City Sponsored Events	5,000.00
Other	11,500.00
All Parks	32,942.50
Founders Park	25,093.04
S & R Park	100.00
Charro Ranch Park	1,800.00
Triangle Improvement	-
Rathgeber Improvements	
Skate Park	
DSRP Salaries	330,000.00
DSRP Benefits	43,000.00
DSRP Taxes	27,930.02
DSRP Retirement	19,000.00

**Attachment "A"**

Item # 13.

DS Ranch Park Phone/Network	Attachment "A"	-
DS Ranch Park Electricity		-
Aquatics Program Income		27,000.00
Pool and Pavilion Rental		16,800.00
Reimbursement of Utility Costs		2,014.95
Aquatics Staff		55,000.00
Founders Pool		6,000.00
Founders Pool Supplies		
Pool Phone/Network		1,675.00
FMP Pool/ Pavilion Water		6,000.00
FMP Pool//Electricity		7,250.00
FMP Pool Propane		11,000.00
Founders Pool		
Craft booths/Business Booths		6,255.81
Food booths		1,312.50
BBQ cookers		4,837.50
Carnival		13,585.46
Parade		3,975.00
Sponsorship		85,750.00
Parking concession		3,299.22
Electric		3,100.00
Misc.		
TXF from General Fund		13,000.00
Clean Up		5,500.00
Transportation		
FD Event Supplies		4,538.38
Tent, Tables & Chairs		6,671.08
Barricades/Traffic Plan		14,819.72
Porta-Potties		10,019.00
Electricity		1,843.34
Parade		815.12
Publicity		9,551.14
Bands/Music/Sound		13,950.00
Sponsorship		5,551.97
Security		41,967.98
Health, Safety & Lighting		
Contingencies		5,613.27
- Emergency Management Equipment		50,970.00
- Emergency Equipment Fire & Safety		1,500.00
- Emergency Mgt PR		2,000.00
- Emergency Equipment Maintenance & Service		5,860.00
- Emergency Management Other		
Ag Facility Fees		875.00
TXF to DSRP		875.00
Tree Replacement Fees		371,340.00
Sports and Rec Park		2,000.00
FMP		2,000.00
Charro		1,000.00
Professional Services		-

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**DSRP****Attachment "A"**

Item # 13.

Historic Districts	3,958.00
City Hall Lawn and Tree Maintenance	2,300.00
Fees	86,480.00
Expense	-
Parkland Fees	107,210.49
Park Improvements	65,731.40
Parkland Development Fees	5,832.00
Transfer to Parks	5,832.00
TXF from DSRP	5,731.00
TXF from General Fund	25,462.00
TXF from WWU	-
Vehicle Replacement	
House Maintenance	6,000.00
Ranch House Supplies	2,500.00
House Equipment	
Riding Permits	10,000.00
Stall Rentals	45,000.00
RV/Camping Site Rentals	29,650.00
Facility Rentals	125,000.00
Equipment Rental	2,500.00
Staff & Misc. Fees	5,500.00
Cleaning Fees	23,500.00
Sponsorships & Donations	16,250.00
General Program and Events:	
- Coyote Camp	80,000.00
- Riding Series	65,000.00
- Misc. Events	9,350.00
- Programing	
Other Income	825.00
Interest	1,500.00
Merchandise Sales	23,500.00
TXF from Ag Facility	875.00
TXF from HOT	335,701.87
TXF for RV/ Parking Lot HOT	47,800.00
TXF from General Fund	178,000.00
DSRP On Call	10,400.00
Camp Staff	64,054.20
Equipment Maintenance	23,000.00
Fleet Maintenance	2,500.00
Dues, Fees and Subscriptions	20,000.00
Training and Education	400.00
Tree Planting	
General Maintenance and Repair	86,828.92
Grounds and General Maintenance	21,690.00
Stall Cleaning & Repair	750.00
Lift Station Maintenance	-
Office Supplies	7,500.00
Equipment Rental	1,000.00

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Fleet Acquisition	Attachment "A" 3,000.00
Supplies and Materials	-
General Program and Events:	
Merchandise	11,600.00
Equipment	3,000.00
Sponsorship Expenses	750.00
- Coyote Camp	13,250.00
- Riding Series	32,000.00
- Misc. Events	8,400.00
- Programing	
- Concert Series	
Network and Communications	61,500.00
Water	10,250.00
Portable Toilets	1,000.00
Alarm	3,500.00
Electric	84,000.00
Septic	-
Propane/Natural Gas	7,400.00
On Call Phone	-
Advertising	
Postage	30.00
Mileage	-
Contingencies	15,000.00
Other Expense	10,000.00
HCLE	13,200.00
Co-Sponsored Events	5,050.00
Improvements	316,700.00
RV/Parking Lot	47,800.00
TXF to Vehicle Replacement Fund	5,731.00
- Concert Series	
Booth Space	45,250.00
Applications	1,395.00
Membership Fee	1,282.50
FM Sponsor	3,445.00
Interest Income	85.00
Grant Income	1,000.00
Market Event/Merch.	1,000.00
Transfer from General Fund	3,657.83
Market Manager	39,195.64
Market Specialist	1,672.65
DSFM Benefits	8,602.54
Payroll Tax Expense	3,265.77
Retirement	2,373.59
Dues Fees & Subscriptions	275.00
Training	-
Office Expense	50.00
Supplies Expense	4,500.00
Network & Phone	247.92

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Advertising	2,600.00
Entertainment& Activities	1,300.00
Market Event	-
Contingency Fund	
Other Expense	1,425.00
Capital Fund	
Transfer to Reserve Fund	
Hotel Occupancy Tax	914,178.23
Interest	120.00
TXF to Debt Service	89,505.00
RV/ Parking Lot	47,800.00
Convention & Information Center Grants	208,564.00
Advertising	3,505.00
Christmas Lighting Displays	12,176.00
Historic Districts Marketing	2,800.00
Dues and Fees	7,500.00
Tourism Advertising Grants	11,200.00
Arts	
Arts Grants	
Historical Restoration Grants	11,500.00
Signage	3,800.00
Public Signage Grants	2,000.00
Lighting	
TXF to Event Center	335,701.87
TXF to General Fund	
Overuse fees	109,058.62
Reuse Fees	
PEC	159,300.39
ROW Fees	6,000.00
Cable	157,016.79
TX Gas Franchise Fees	9,952.01
Wastewater Service	1,202,123.09
Late Fees/Rtn check fees	41,573.38
Delayed Connection Fees	2,700.00
Line Extensions	
Transfer fees	5,370.00
Other Income	37,000.00
Interest	60,000.00
TXF from General Fund	155,721.00
TXF from TWDB	289,000.00
Portion of Sales Tax	838,615.57
Salaries	200,000.00
On Call	10,400.00
Benefits	24,897.95
Taxes	16,704.31
Retirement	12,461.04
- Auditing	-
Engineering & Surveying	378,188.00
- Legal Fees	50,000.00

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- Planning and Permitting	<b>Attachment "A"</b>	<b>20,000.00</b>
- Laboratory Testing		<u>20,000.00</u>
- Equipment Maintenance		<u>2,000.00</u>
- Fleet Maintenance		<u>1,000.00</u>
Dues, Fees and Subscriptions		700.00
Training		8,000.00
- Road Reconstruction		5,000.00
WWTP Maintenance		<u>52,600.00</u>
- Routine Operations		<u>70,000.00</u>
- Non-Routine Operations		90,000.00
Lift Station Maintenance		80,000.00
Sanitary Sewer Line Maintenance		<u>156,500.00</u>
Drip Field Maintenance		<u>20,000.00</u>
- Sludge Hauling		<u>125,000.00</u>
- Wastewater Flow Measurement		11,000.00
Utility Operations		74,125.00
- IT Equipment & Support		
- Software		
Uniforms		3,100.00
- Fleet Acquisition		46,133.45
- Fuel		5,000.00
- Supplies		45,000.00
- Chemicals		9,600.00
- Equipment		125,000.00
- Phone/Network		8,904.00
- Electricity		78,000.00
Other Expense		56,000.00
Capital Projects		500,000.00
TWDB - Capital Projects		-
TWDB - Engineering and Design		237,541.00
- Consultants and Legal		760,000.00
Transfer to General Fund		
TXF to Water Fund		-
TXF to Vehicle Replacement Fund		
Transfer to Vehicle Replacement Fund		
- Tap Fees		
- Impact Fees		
- Temporary Meter Set Fees		
- Disconnect Fees		
- Base Rate		4,550.00
- Usage		60,000.00
- Penalties		
TXF from Wastewater Fund		-
- Planning and Permitting		
- Laboratory Testing		
- Routine Operations		
- Non Routine Operations		
- System Maintenance & Repair		
- Regulatory Expense		

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Operating and Maintenance

- Supplies

PEC

ROW Fees

Cable

TX Gas Franchise Fees

Interest

TXF from General Fund

Salaries

On Call

Benefits

Taxes

Retirement

- Auditing

- Legal Fees

- Equipment Maintenance

- Fleet Maintenance

Training

Utility Operations

- IT Equipment & Support

- Software

Uniforms

- Fleet Acquisition

- Fuel

- Equipment

- Phone/Network

Other Expense

Interest	6.00
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Revenues	289,000.00
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Escrow Fees	300.00
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Expenses	289,000.00
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Impact Fees	3,547,440.00
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Impact Fee Deposits

Interest Income	51,000.00
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Transfer to Debt Service	1,694,764.76
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Interest	1,800.00
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TXF from HOT	89,505.00
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Tax Series 2013	92,410.00
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Interest	9,500.00
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TXF from Impact Fund	711,231.76
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Debt Payment 2015	733,288.20
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Interest	12,000.00
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TXF from Impact Fees	983,553.00
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Interest	-
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TXF from Impact Fees	-
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Tax Series 2019	958,553.00
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Tax Series 2022	-
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Interest	18,000.00
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TXF from General Fund	300,000.00
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Attachment "A"

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City AV	<b>Attachment "A"</b>	<u>13,641.57</u>
County AV		<u>191,901.06</u>
Interest Income		<u>8,675.00</u>
City for GAP Escrow		250,000.00
EPS Reimbursements		
HDR		240,000.00
Legal Fees		20,000.00
MAS		25,000.00
Miscellaneous Consultant		<u>7,500.00</u>
Project Management/Misc. Costs		<u>20,000.00</u>
Project Administration P3 Works		15,000.00
Creation Cost Reimbursements		
Stakeholder Reimbursement		156,200.76
TXF to GAP Escrow		250,000.00
City AV		114,269.93
County AV		232,569.38
Interest Income		3,700.00
Creation Cost Reimbursements		
Stakeholder Reimbursement		43,799.54
TWC		30,000.00
Interest Income		1,950.00

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	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
AD Valorem	1,983,491.97	2,068,477.29	84,985.32
Sales Tax	3,796,125.70	4,193,077.86	396,952.16
Mixed Beverage	60,000.00	85,000.00	25,000.00
AV P&I	4,000.00	13,072.46	9,072.46
Solid Waste	40,000.00	45,563.40	5,563.40
Alcohol Permits	7,085.00	7,085.00	-
Health Permits/Inspections	60,000.00	113,000.00	53,000.00
FEMA	-	5,292.38	5,292.38
Other Income	40,000.00	40,000.00	-
Bank Interest	40,000.00	90,000.00	50,000.00
CARES Act	-	-	-
Coronavirus Local Fiscal Recovery Funds (CLFRF)	707,181.10	708,578.71	1,397.61
TXF from Capital Improvements	300,000.00	-	(300,000.00)
TXF DSRP On Call	10,400.00	10,400.00	-
TXF from HOT	4,305.00	4,305.00	-
TXF from WWU	-	-	-
TXF from TIRZ	-	127,102.00	127,102.00
Salaries	2,249,643.70	2,065,000.00	(184,643.70)
Benefits	238,768.10	217,278.97	(21,489.13)
Taxes	180,413.74	165,352.59	(15,061.15)
Retirement	133,118.97	121,138.26	(11,980.71)
- Human Resource Consultant	10,000.00	15,000.00	5,000.00
Dues, Fees, Subscriptions	30,000.00	34,000.00	4,000.00
Training/CE	83,623.90	83,623.90	0.00
Supplies	25,000.00	25,000.00	-
Miscellaneous Office Equipment	6,000.00	6,000.00	-
Postage	3,200.00	3,200.00	-
- Animal Control	3,400.00	3,400.00	-
- Economic Development	10,000.00	10,000.00	-
Mileage	2,000.00	1,500.00	(500.00)
Contingencies/Emergency Fund	50,000.00	35,000.00	(15,000.00)
Miscellaneous Office Expense	10,000.00	10,000.00	-
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	60,000.00	60,000.00
TXF to Reserve Fund	200,000.00	300,000.00	100,000.00
TXF AV to TIF	200,244.23	207,911.50	7,667.27
TXF to TIRZ	450,244.23	457,911.50	7,667.27
TXF to WWU	-	155,721.00	155,721.00
TXF to DSRP	75,000.00	178,000.00	103,000.00
TXF to Capital Improvement Fund	-	-	-
TXF to Vehicle Replacement Fund	25,462.00	25,462.00	-
TXF to Founders Day	-	13,000.00	13,000.00
TXF to Farmers Market	-	3,657.83	3,657.83
- OFR Grant Writer	7,500.00	-	(7,500.00)
- Family Violence Ctr	7,000.00	7,000.00	-
- Land Acquisition	10,000.00	-	(10,000.00)

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
Election	8,000.00	500.00	(7,500.00)
Code Publication	5,350.00	7,500.00	2,150.00
Public Notices	6,000.00	6,000.00	-
- Records Management	1,220.00	720.00	(500.00)
Municipal Court	250.00	250.00	-
- Muni Court	15,500.00	10,000.00	(5,500.00)
- Special Counsel and Consultants	59,000.00	30,000.00	(29,000.00)
- Government Affairs	-	-	-
Website	6,625.00	6,625.00	-
Public Relations	7,488.00	8,988.00	1,500.00
Office IT Equipment and Support	70,890.00	80,000.00	9,110.00
Software Purchase, Agreements and Licenses	165,142.00	165,254.00	112.00
Communications Network/Phone	31,000.00	31,000.00	-
- Financial Services	115,000.00	28,000.00	(87,000.00)
- Liability	20,850.00	18,750.00	(2,100.00)
- Property	34,646.00	39,000.00	4,354.00
- Workers' Comp	25,000.00	22,000.00	(3,000.00)
Bad Debt Expense	5,000.00	-	(5,000.00)
Sales Tax TXF to WWU	759,225.14	838,615.57	79,390.43
SPA & ECO D TXF	218,656.84	241,521.28	22,864.44
- Site Dev	239,108.41	849,479.02	610,370.61
- Zoning/Signs/Ord	65,000.00	110,000.00	45,000.00
- Subdivision	656,006.25	1,229,600.64	573,594.39
- Engineering	70,000.00	94,000.00	24,000.00
- Health Inspector	50,000.00	70,000.00	20,000.00
- Architectural and Landscape Consultants	5,000.00	4,000.00	(1,000.00)
- Historic District Consultant	3,500.00	3,500.00	-
- Planning Consultant	175,000.00	175,000.00	-
Fire Inspections	10,000.00	67,565.94	57,565.94
Building Code	1,500,000.00	1,868,414.51	368,414.51
- Bldg. Inspector	750,000.00	1,494,731.61	744,731.61
- Lighting Consultant	1,000.00	1,000.00	-
- Fire Inspector	-	54,052.75	54,052.75
- Improvement Projects	775,000.00	400,000.00	(375,000.00)
Office Maintenance/Repairs	11,060.00	11,600.00	540.00
Equipment Maintenance	3,000.00	4,000.00	1,000.00
Fleet Maintenance	18,800.00	32,500.00	13,700.00
Stephenson Building & Lawn Maintenance	5,500.00	2,000.00	(3,500.00)
- Street & ROW Maintenance	184,250.00	100,000.00	(84,250.00)
Uniforms	7,760.00	7,760.00	-
Fleet Acquisition	196,700.00	196,700.00	-
Maintenance Equipment	47,878.00	47,878.00	-
Maintenance Supplies	4,600.00	4,600.00	-
- Street Lights	20,000.00	20,000.00	-
- Streets Water	4,000.00	3,500.00	(500.00)

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
- Office Electric	4,500.00	6,000.00	1,500.00
- Office Water	650.00	650.00	-
- Stephenson Electric	1,500.00	1,250.00	(250.00)
- Stephenson Water	500.00	500.00	-
- Lighting Compliance	2,000.00	2,000.00	-
- Stephenson Parking Lot Improvements	-	-	-
- Stephenson Building Rehabilitation	14,000.00	14,000.00	-
- Downtown Bathroom	100,000.00		(100,000.00)
- City Hall Planning			-
- Street Improvements	592,087.25	298,379.26	(293,707.99)
City Hall Improvements	5,000.00	5,000.00	-
Sponsorships and Donations	9,027.00	8,205.97	405.97
Community Service Permit Fees	4,400.00	2,835.00	(1,565.00)
Programs and Events	5,000.00	29,630.00	24,630.00
Park Rental Fees	5,350.00	5,750.00	400.00
TXF from Parkland Dedication	113,462.80	111,462.80	(2,000.00)
TXF from Landscaping Fund	4,000.00	4,000.00	-
TXF from HOT Fund	2,000.00	-	(2,000.00)
TXF from CLFRF	-	-	-
TXF from Contingency Funds	-	-	-
TXF from Parkland Development	111,731.40	5,832.00	(105,899.40)
Program Event Staff	2,500.00	-	(2,500.00)
Camp Staff	-	-	-
Park Consultants	-	11,400.00	11,400.00
Dues Fees and Subscriptions	1,337.50	2,275.00	937.50
General Maintenance (All Parks)	1,000.00	1,000.00	-
Founders Park	-	22,240.00	22,240.00
S&R	51,920.00	56,519.00	4,599.00
Charro Ranch Park	7,700.00	7,700.00	-
Triangle/ Veteran's Memorial Park	700.00	700.00	-
Skate Park Maintenance			-
Rathgeber Maintenance	-	-	-
Equipment Rental	1,000.00	1,000.00	-
General Parks	3,000.00	3,000.00	-
Charro Ranch Supplies	-	1,500.00	1,500.00
Founders Park Supplies	43,375.00	43,375.00	-
S&R Supplies	400.00	400.00	-
Program and Events	1,500.00	5,690.00	4,190.00
Portable Toilets	5,000.00	7,800.00	2,800.00
Triangle Electric	500.00	500.00	-
Triangle Water	500.00	500.00	-
S&R Park Water	14,500.00	13,000.00	(1,500.00)
SRP Electric	1,200.00	3,250.00	2,050.00
Advertising & Marketing	6,500.00	7,000.00	500.00
City Sponsored Events	5,000.00	5,000.00	-

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
Other	11,500.00	11,500.00	-
All Parks	-	32,942.50	32,942.50
Founders Park	67,731.40	25,093.04	(42,638.36)
S & R Park	-	100.00	100.00
Charro Ranch Park	1,800.00	1,800.00	-
Triangle Improvement	2,000.00	-	(2,000.00)
Rathgeber Improvements	-	-	-
Skate Park	-	-	-
DSRP Salaries	376,654.59	330,000.00	(46,654.59)
DSRP Benefits	54,436.25	43,000.00	(11,436.25)
DSRP Taxes	30,032.28	27,930.02	(2,102.26)
DSRP Retirement	19,323.28	19,000.00	(323.28)
DS Ranch Park Phone/Network	500.00	-	(500.00)
DS Ranch Park Electricity	500.00	-	(500.00)
Aquatics Program Income	85,800.00	27,000.00	(58,800.00)
Pool and Pavilion Rental	16,800.00	16,800.00	-
Reimbursement of Utility Costs	8,000.00	2,014.95	(5,985.05)
Aquatics Staff	70,591.24	55,000.00	(15,591.24)
Founders Pool	28,240.00	6,000.00	(22,240.00)
Founders Pool Supplies	-	-	-
Pool Phone/Network	1,500.00	1,675.00	175.00
FMP Pool/ Pavilion Water	6,000.00	6,000.00	-
FMP Pool//Electricity	4,500.00	7,250.00	2,750.00
FMP Pool Propane	20,000.00	11,000.00	(9,000.00)
Founders Pool	-	-	-
Craft booths/Business Booths	6,500.00	6,255.81	(244.19)
Food booths	1,100.00	1,312.50	212.50
BBQ cookers	4,600.00	4,837.50	237.50
Carnival	9,500.00	13,585.46	4,085.46
Parade	3,750.00	3,975.00	225.00
Sponsorship	70,000.00	85,750.00	15,750.00
Parking concession	1,700.00	3,299.22	1,599.22
Electric	2,400.00	3,100.00	700.00
Misc.	-	-	-
TXF from General Fund	-	13,000.00	13,000.00
Clean Up	5,060.00	5,500.00	440.00
Transportation	-	-	-
FD Event Supplies	7,000.00	4,538.38	(2,461.62)
Tent, Tables & Chairs	4,500.00	6,671.08	2,171.08
Barricades/Traffic Plan	19,874.00	14,819.72	(5,054.28)
Porta-Potties	7,150.00	10,019.00	2,869.00
Electricity	1,800.00	1,843.34	43.34
Parade	650.00	815.12	165.12
Publicity	8,500.00	9,551.14	1,051.14
Bands/Music/Sound	15,000.00	13,950.00	(1,050.00)

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
Sponsorship	5,000.00	5,551.97	551.97
Security	20,000.00	41,967.98	21,967.98
Health, Safety & Lighting			-
Contingencies	416.00	5,613.27	5,197.27
- Emergency Management Equipment	50,970.00	50,970.00	-
- Emergency Equipment Fire & Safety	2,118.00	1,500.00	(618.00)
- Emergency Mgt PR	2,000.00	2,000.00	-
- Emergency Equipment Maintenance & Service	5,860.00	5,860.00	-
- Emergency Management Other			-
Ag Facility Fees	37,065.00	875.00	(36,190.00)
TXF to DSRP	37,065.00	875.00	(36,190.00)
Tree Replacement Fees	-	371,340.00	371,340.00
Sports and Rec Park	2,000.00	2,000.00	-
FMP	2,000.00	2,000.00	-
Charro	1,000.00	1,000.00	-
Professional Services	2,000.00	-	(2,000.00)
DSRP	-		-
Historic Districts	3,850.00	3,958.00	108.00
City Hall Lawn and Tree Maintenance	1,300.00	2,300.00	1,000.00
Fees	-	86,480.00	86,480.00
Expense	16,056.00	-	(16,056.00)
Parkland Fees	-	107,210.49	107,210.49
Park Improvements	113,462.80	65,731.40	(47,731.40)
Parkland Development Fees	161,000.00	5,832.00	(155,168.00)
Transfer to Parks	111,731.40	5,832.00	(105,899.40)
TXF from DSRP	5,731.00	5,731.00	-
TXF from General Fund	25,462.00	25,462.00	-
TXF from WWU	-	-	-
Vehicle Replacement	-		-
House Maintenance	1,000.00	6,000.00	5,000.00
Ranch House Supplies	1,000.00	2,500.00	1,500.00
House Equipment	-		-
Riding Permits	10,000.00	10,000.00	-
Stall Rentals	39,200.00	45,000.00	5,800.00
RV/Camping Site Rentals	19,000.00	29,650.00	10,650.00
Facility Rentals	135,500.00	125,000.00	(10,500.00)
Equipment Rental	5,000.00	2,500.00	(2,500.00)
Staff & Misc. Fees	4,000.00	5,500.00	1,500.00
Cleaning Fees	25,000.00	23,500.00	(1,500.00)
Sponsorships & Donations	136,275.00	16,250.00	(120,025.00)
General Program and Events:	84,275.00		(84,275.00)
- Coyote Camp	-	80,000.00	80,000.00
- Riding Series	-	65,000.00	65,000.00
- Misc. Events	-	9,350.00	9,350.00
- Programing			-



	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
Other Income	4,000.00	825.00	(3,175.00)
Interest	600.00	1,500.00	900.00
Merchandise Sales	21,300.00	23,500.00	2,200.00
TXF from Ag Facility	37,065.00	875.00	(36,190.00)
TXF from HOT	253,501.87	335,701.87	82,200.00
TXF for RV/ Parking Lot HOT	-	47,800.00	47,800.00
TXF from General Fund	75,000.00	178,000.00	-
DSRP On Call	10,400.00	10,400.00	-
Camp Staff	64,054.20	64,054.20	-
Equipment Maintenance	16,000.00	23,000.00	7,000.00
Fleet Maintenance	2,500.00	2,500.00	-
Dues, Fees and Subscriptions	9,561.94	20,000.00	10,438.06
Training and Education	400.00	400.00	-
Tree Planting	-	-	-
General Maintenance and Repair	96,828.92	86,828.92	(10,000.00)
Grounds and General Maintenance	21,690.00	21,690.00	-
Stall Cleaning & Repair	2,000.00	750.00	(1,250.00)
Lift Station Maintenance	-	-	-
Office Supplies	10,000.00	7,500.00	(2,500.00)
Equipment Rental	2,000.00	1,000.00	(1,000.00)
Fleet Acquisition	15,000.00	15,000.00	-
Supplies and Materials	21,000.00	-	(21,000.00)
General Program and Events:	13,950.00		(13,950.00)
Merchandise	11,402.63	11,600.00	197.37
Equipment	26,922.00	3,000.00	(23,922.00)
Sponsorship Expenses	-	750.00	750.00
- Coyote Camp	-	13,250.00	13,250.00
- Riding Series	-	32,000.00	32,000.00
- Misc. Events	-	8,400.00	8,400.00
- Programing			-
- Concert Series			-
Network and Communications	56,304.00	61,500.00	5,196.00
Water	7,000.00	10,250.00	3,250.00
Portable Toilets	5,953.40	1,000.00	(4,953.40)
Alarm	1,112.40	3,500.00	2,387.60
Electric	60,000.00	84,000.00	24,000.00
Septic	750.00	-	(750.00)
Propane/Natural Gas	2,500.00	7,400.00	4,900.00
On Call Phone	2,060.00	-	(2,060.00)
Advertising	-		
Postage	100.00	30.00	(70.00)
Mileage	500.00	-	(500.00)
Contingencies	50,000.00	15,000.00	(35,000.00)
Other Expense	20,000.00	10,000.00	(10,000.00)
HCLE	13,200.00	13,200.00	-

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
Co-Sponsored Events	34,800.00	5,050.00	(29,750.00)
Improvements	151,500.00	316,700.00	165,200.00
RV/Parking Lot	-	47,800.00	47,800.00
TXF to Vehicle Replacement Fund	5,731.00	5,731.00	-
- Concert Series			-
Booth Space	42,000.00	45,250.00	3,250.00
Applications	2,650.00	1,395.00	(1,255.00)
Membership Fee	-	1,282.50	1,282.50
FM Sponsor	1,000.00	3,445.00	2,445.00
Interest Income	500.00	85.00	(415.00)
Grant Income	1,000.00	1,000.00	-
Market Event/Merch.	500.00	1,000.00	500.00
Transfer from General Fund		3,657.83	3,657.83
Market Manager	36,884.80	39,195.64	2,310.84
Market Specialist	-	1,672.65	1,672.65
DSFM Benefits	7,608.13	8,602.54	994.41
Payroll Tax Expense	3,073.69	3,265.77	192.08
Retirement	2,213.09	2,373.59	160.50
Dues Fees & Subscriptions	200.00	275.00	75.00
Training	200.00	-	(200.00)
Office Expense	100.00	50.00	(50.00)
Supplies Expense	400.00	4,500.00	4,100.00
Network & Phone		247.92	247.92
Advertising	2,600.00	2,600.00	-
Entertainment& Activities	1,000.00	1,300.00	300.00
Market Event	500.00	-	(500.00)
Contingency Fund	500.00		(500.00)
Other Expense	200.00	1,425.00	1,225.00
Capital Fund	-		-
Transfer to Reserve Fund			-
Hotel Occupancy Tax	500,000.00	914,178.23	414,178.23
Interest	1,500.00	120.00	(1,380.00)
TXF to Debt Service	89,505.00	89,505.00	-
RV/ Parking Lot	-	47,800.00	47,800.00
Convention & Information Center Grants		208,564.00	
Advertising	3,505.00	3,505.00	-
Christmas Lighting Displays	15,000.00	12,176.00	(2,824.00)
Historic Districts Marketing	2,800.00	2,800.00	-
Dues and Fees	8,000.00	7,500.00	(500.00)
Tourism Advertising Grants		11,200.00	
Arts			-
Arts Grants			
Historical Restoration Grants		11,500.00	
Signage	28,800.00	3,800.00	(25,000.00)
Public Signage Grants		2,000.00	

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
Lighting			-
TXF to Event Center	253,501.87	335,701.87	82,200.00
TXF to General Fund	-		-
Overuse fees	134,550.60	109,058.62	(25,491.98)
Reuse Fees	-		-
PEC	130,000.00	159,300.39	29,300.39
ROW Fees	6,000.00	6,000.00	-
Cable	130,000.00	157,016.79	27,016.79
TX Gas Franchise Fees	3,000.00	9,952.01	6,952.01
Wastewater Service	945,095.04	1,202,123.09	257,028.05
Late Fees/Rtn check fees	9,480.00	41,573.38	32,093.38
Delayed Connection Fees	157,850.00	2,700.00	(155,150.00)
Line Extensions	-		-
Transfer fees	9,600.00	5,370.00	(4,230.00)
Other Income	35,000.00	37,000.00	-
Interest	50,000.00	60,000.00	10,000.00
TXF from General Fund	-	155,721.00	155,721.00
TXF from TWDB	6,520,000.00	289,000.00	(6,231,000.00)
Portion of Sales Tax	759,225.14	838,615.57	79,390.43
Salaries	246,000.00	200,000.00	(46,000.00)
On Call	10,400.00	10,400.00	-
Benefits	30,738.21	24,897.95	(5,840.26)
Taxes	20,622.60	16,704.31	(3,918.29)
Retirement	15,384.00	12,461.04	(2,922.96)
- Auditing	10,000.00	-	(10,000.00)
Engineering & Surveying		378,188.00	
- Legal Fees	35,000.00	50,000.00	15,000.00
- Planning and Permitting	50,000.00	60,000.00	10,000.00
- Laboratory Testing	25,000.00	20,000.00	(5,000.00)
- Equipment Maintenance	-	2,000.00	2,000.00
- Fleet Maintenance	1,200.00	1,000.00	(200.00)
Dues, Fees and Subscriptions	-	700.00	700.00
Training	8,000.00	8,000.00	-
- Road Reconstruction	10,000.00	5,000.00	(5,000.00)
WWTP Maintenance		52,600.00	
- Routine Operations	70,000.00	70,000.00	-
- Non-Routine Operations	65,000.00	90,000.00	25,000.00
Lift Station Maintenance		80,000.00	
Sanitary Sewer Line Maintenance		156,500.00	
Drip Field Maintenance		20,000.00	
- Sludge Hauling	80,000.00	125,000.00	45,000.00
- Wastewater Flow Measurement	9,000.00	11,000.00	2,000.00
Utility Operations		74,125.00	
- IT Equipment & Support			-
- Software	-		-

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
Uniforms	2,800.00	3,100.00	300.00
- Fleet Acquisition	46,400.00	46,133.45	(266.55)
- Fuel	5,000.00	5,000.00	-
- Supplies	10,000.00	45,000.00	35,000.00
- Chemicals	9,600.00	9,600.00	-
- Equipment	123,240.00	125,000.00	1,760.00
- Phone/Network	8,904.00	8,904.00	-
- Electricity	73,500.00	78,000.00	4,500.00
Other Expense	52,000.00	56,000.00	4,000.00
Capital Projects		500,000.00	
TWDB - Capital Projects		-	
TWDB - Engineering and Design		237,541.00	
- Consultants and Legal	760,000.00	760,000.00	-
Transfer to General Fund			-
TXF to Water Fund	12,000.00	-	(12,000.00)
TXF to Vehicle Replacement Fund	-		-
Transfer to Vehicle Replacement Fund			-
- Tap Fees			
- Impact Fees			
- Temporary Meter Set Fees			
- Disconnect Fees			
- Base Rate		4,550.00	4,550.00
- Usage		60,000.00	60,000.00
- Penalties			
TXF from Wastewater Fund	12,000.00	-	
- Planning and Permitting			
- Laboratory Testing			
- Routine Operations			
- Non Routine Operations			
- System Maintenance & Repair			
- Regulatory Expense			
Operating and Maintenance	12,000.00	-	(12,000.00)
- Supplies			
PEC			
ROW Fees			
Cable			
TX Gas Franchise Fees			
Interest			
TXF from General Fund			
Salaries			
On Call			
Benefits			
Taxes			
Retirement			
- Auditing			

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
- Legal Fees			
- Equipment Maintenance			
- Fleet Maintenance			
Training			
Utility Operations			
- IT Equipment & Support			
- Software			
Uniforms			
- Fleet Acquisition			
- Fuel			
- Equipment			
- Phone/Network			
Other Expense			
Interest	6.00	6.00	-
Revenues	6,490,000.00	289,000.00	(6,201,000.00)
Escrow Fees	300.00	300.00	-
Expenses	6,490,000.00	289,000.00	(6,201,000.00)
Impact Fees	2,079,320.00	3,547,440.00	1,468,120.00
Impact Fee Deposits	-	-	-
Interest Income	25,000.00	51,000.00	26,000.00
Transfer to Debt Service		1,694,764.76	
Interest	1,200.00	1,800.00	600.00
TXF from HOT	89,505.00	89,505.00	-
Tax Series 2013	92,410.00	92,410.00	-
Interest	8,000.00	9,500.00	1,500.00
TXF from Impact Fund	711,231.76	711,231.76	-
Debt Payment 2015	733,288.20	733,288.20	-
Interest	12,000.00	12,000.00	-
TXF from Impact Fees	983,553.00	983,553.00	-
Interest	-	-	-
TXF from Impact Fees	-	-	-
Tax Series 2019	958,553.00	958,553.00	-
Tax Series 2022	-	-	-
Interest	16,000.00	18,000.00	2,000.00
TXF from General Fund	200,000.00	300,000.00	100,000.00
City AV	89,118.46	93,641.57	4,523.11
County AV	218,599.49	191,901.06	(26,698.43)
Interest Income	3,000.00	8,675.00	5,675.00
City for GAP Escrow	250,000.00	250,000.00	-
EPS Reimbursements	-	-	-
HDR	227,500.00	240,000.00	12,500.00
Legal Fees	20,000.00	20,000.00	-
MAS	62,500.00	25,000.00	(37,500.00)
Miscellaneous Consultant		7,500.00	
Project Management/Misc. Costs	48,000.00	20,000.00	(28,000.00)

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>
Project Administration P3 Works	35,000.00	15,000.00	(20,000.00)
Creation Cost Reimbursements	-		-
Stakeholder Reimbursement	-	156,200.76	156,200.76
TXF to GAP Escrow	250,000.00	250,000.00	-
City AV	111,125.78	114,269.93	3,144.16
County AV	254,043.81	232,569.38	(21,474.43)
Interest Income	400.00	3,700.00	3,300.00
Creation Cost Reimbursements	-		
Stakeholder Reimbursement	-	43,799.54	43,799.54
TWC	27,000.00	30,000.00	3,000.00
Interest Income	1,400.00	1,950.00	550.00
			-

AD Valorem	259204.88
Sales Tax	-3800000.00
Mixed Beverage	-75000.00
AV P&I	-4000.00
Solid Waste	-45000.00
Alcohol Permits	-6852.50
Health Permits/Inspections	-75000.00
FEMA	
Other Income	-40000.00
Bank Interest	-50000.00
CARES Act	
Coronavirus Local Fiscal Recovery Funds (CLFRF)	
TXF from Capital Improvements	
TXF DSRP On Call	-10400.00
TXF from HOT	-2404.33
TXF from WWU	-4066.66
TXF from TIRZ	
Salaries	2624223.34
Benefits	278376.89
Taxes	209825.09
Retirement	156944.31
- Human Resource Consultant	15000.00
Dues, Fees, Subscriptions	41337.95
Training/CE	92892.04
Supplies	30000.00
Miscellaneous Office Equipment	6000.00
Postage	3200.00
- Animal Control	3400.00
- Economic Development	5000.00
Mileage	2000.00
Contingencies/Emergency Fund	50000.00
Miscellaneous Office Expense	10000.00
Coronavirus Local Fiscal Recovery Funds (CLFRF)	
TXF to Reserve Fund	500000.00
TXF AV to TIF	355961.65
TXF to DSRP	275884.04
TXF to Capital Improvement Fund	300000.00
TXF to Vehicle Replacement Fund	70326.00
TXF to Founders Day	
TXF to Farmers Market	15249.56
- OFR Grant Writer	0.00
- Family Violence Ctr	7000.00
- Land Acquisition	10000.00
Election	8000.00
Code Publication	8000.00
Public Notices	6000.00
- Records Management	1220.00
Municipal Court	-1000.00
- Muni Court	15500.00

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- Special Counsel and Consultants	Attachment "A" 5800.00
- Government Affairs	60000.00
Website	6625.00
Public Relations	5200.00
Office IT Equipment and Support	105890.00
Software Purchase, Agreements and Licenses	218759.00
Communications Network/Phone	36830.84
- Financial Services	35000.00
- Liability	25000.00
- Property	41000.00
- Workers' Comp	25000.00
Bad Debt Expense	0.00
Sales Tax TXF to WWU	760000.00
SPA & ECO D TXF	218880.00
- Site Dev	-400000.00
- Zoning/Signs/Ord	-65000.00
- Subdivision	-890750.00
- Engineering	70000.00
- Health Inspector	50000.00
- Architectural and Landscape Consultants	5000.00
- Historic District Consultant	3500.00
- Planning Consultant	250000.00
Fire Inspections	-50000.00
Building Code	-1500000.00
- Bldg. Inspector	750000.00
- Lighting Consultant	1000.00
- Fire Inspector	40000.00
- Improvement Projects	1096332.00
Office Maintenance/Repairs	18510.00
Equipment Maintenance	5500.00
Fleet Maintenance	44180.00
Stephenson Building & Lawn Maintenance	6000.00
- Street & ROW Maintenance	204050.00
Uniforms	12320.00
Fleet Acquisition	50000.00
Maintenance Equipment	97500.00
Maintenance Supplies	5100.00
- Street Lights	20000.00
- Streets Water	4000.00
- Office Electric	5500.00
- Office Water	650.00
- Stephenson Electric	1500.00
- Stephenson Water	500.00
- Lighting Compliance	2000.00
- Stephenson Parking Lot Improvements	
- Stephenson Building Rehabilitation	210000.00
- Downtown Bathroom	200000.00
- City Hall Planning	30000.00
- Street Improvements	693707.99



City Hall Improvements	Attachment "A" 000000.00
Sponsorships and Donations	-5000.00
Community Service Permit Fees	-1800.00
Programs and Events	-8000.00
Park Rental Fees	-5950.00
TXF from Parkland Dedication	-107000.00
TXF from Landscaping Fund	-1000.00
TXF from HOT Fund	-167000.00
TXF from CLFRF	-160570.49
TXF from Contingency Funds	
TXF from Parkland Development	
Program Event Staff	13400.00
Camp Staff	0.00
Park Consultants	10000.00
Dues Fees and Subscriptions	1464.50
General Maintenance (All Parks)	1000.00
Founders Park	50740.00
S&R	31420.00
Charro Ranch Park	7250.00
Triangle/ Veteran's Memorial Park	700.00
Skate Park Maintenance	500.00
Rathgeber Maintenance	900.00
Equipment Rental	1000.00
General Parks	8550.00
Charro Ranch Supplies	1500.00
Founders Park Supplies	
S&R Supplies	400.00
Program and Events	20050.00
Portable Toilets	7250.00
Triangle Electric	500.00
Triangle Water	1000.00
S&R Park Water	13000.00
SRP Electric	2500.00
Advertising & Marketing	11250.00
City Sponsored Events	5000.00
Other	11500.00
All Parks	6500.00
Founders Park	187048.36
S & R Park	150000.00
Charro Ranch Park	1000.00
Triangle Improvement	17000.00
Rathgeber Improvements	110000.00
Skate Park	75000.00
DSRP Salaries	485020.13
DSRP Benefits	73071.07
DSRP Taxes	38873.31
DSRP Retirement	27399.78
DS Ranch Park Phone/Network	0.00
DS Ranch Park Electricity	0.00

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Aquatics Program Income	29400.00
Pool and Pavilion Rental	-16950.00
Reimbursement of Utility Costs	
Aquatics Staff	77043.15
Founders Pool	16000.00
Founders Pool Supplies	24705.00
Pool Phone/Network	1650.00
FMP Pool/ Pavilion Water	6000.00
FMP Pool//Electricity	7250.00
FMP Pool Propane	20000.00
Founders Pool	1500.00
Craft booths/Business Booths	-6250.00
Food booths	-1100.00
BBQ cookers	-4600.00
Carnival	-10000.00
Parade	-3750.00
Sponsorship	-82500.00
Parking concession	-1700.00
Electric	-3000.00
Misc.	
TXF from General Fund	
Clean Up	5500.00
Transportation	4500.00
FD Event Supplies	5000.00
Tent, Tables & Chairs	4000.00
Barricades/Traffic Plan	19000.00
Porta-Potties	12000.00
Electricity	6400.00
Parade	650.00
Publicity	9500.00
Bands/Music/Sound	22500.00
Sponsorship	6000.00
Security	32500.00
Health, Safety & Lighting	15500.00
Contingencies	3438.01
- Emergency Management Equipment	45690.00
- Emergency Equipment Fire & Safety	611.00
- Emergency Mgt PR	2000.00
- Emergency Equipment Maintenance & Service	11702.00
- Emergency Management Other	30000.00
Ag Facility Fees	-47495.00
TXF to DSRP	47495.00
Tree Replacement Fees	
Sports and Rec Park	
FMP	
Charro	1000.00
Professional Services	
DSRP	
Historic Districts	25000.00

Item # 13.

## City Hall Lawn and Tree Maintenance

Attachment "A" 2300.00

Item # 13.

Fees	
Expense	
Parkland Fees	
Park Improvements	107000.00
Parkland Development Fees	
Transfer to Parks	
TXF from DSRP	-29595.00
TXF from General Fund	-70326.00
TXF from WWU	-29911.00
Vehicle Replacement	
House Maintenance	10000.00
Ranch House Supplies	1000.00
House Equipment	
Riding Permits	-9500.00
Stall Rentals	-37200.00
RV/Camping Site Rentals	-19000.00
Facility Rentals	-113500.00
Equipment Rental	-6000.00
Staff & Misc. Fees	-4000.00
Cleaning Fees	-25000.00
Sponsorships & Donations	-52275.00
General Program and Events:	
- Coyote Camp	-137100.00
- Riding Series	-82000.00
- Misc. Events	-2000.00
- Programing	-15100.00
Other Income	-500.00
Interest	-600.00
Merchandise Sales	-21065.20
TXF from Ag Facility	-47495.00
TXF from HOT	-395000.00
TXF for RV/ Parking Lot HOT	
TXF from General Fund	-275884.04
DSRP On Call	10400.00
Camp Staff	108246.48
Equipment Maintenance	25000.00
Fleet Maintenance	5500.00
Dues, Fees and Subscriptions	5127.50
Training and Education	9500.00
Tree Planting	
General Maintenance and Repair	206490.00
Stall Cleaning & Repair	4000.00
Lift Station Maintenance	12000.00
Office Supplies	10000.00
Equipment Rental	2000.00
Fleet Acquisition	0.00
Supplies and Materials	25500.00
General Program and Events:	

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Merchandise	10500.00
Equipment	267250.00
Sponsorship Expenses	2100.00
- Coyote Camp	16000.00
- Riding Series	32000.00
- Misc. Events	700.00
- Programing	8000.00
- Concert Series	
Network and Communications	11316.40
Water	7000.00
Portable Toilets	2500.00
Alarm	6660.00
Electric	60000.00
Septic	750.00
Propane/Natural Gas	2500.00
On Call Phone	501.60
Advertising	17750.00
Postage	0.00
Mileage	500.00
Contingencies	50000.00
Other Expense	20000.00
HCLE	13200.00
Co-Sponsored Events	7900.00
Improvements	345000.00
TXF to Vehicle Replacement Fund	29595.00
- Concert Series	
Booth Space	-54600.00
Applications	-750.00
Membership Fee	-2600.00
FM Sponsor	-5000.00
Interest Income	-200.00
Grant Income	-1000.00
Market Event/Merch.	-1000.00
Transfer from General Fund	-15300.59
Market Manager	52679.65
Market Specialist	
DSFM Benefits	8125.04
Payroll Tax Expense	4281.99
Retirement	3173.95
Dues Fees & Subscriptions	200.00
Training	200.00
Office Expense	300.00
Supplies Expense	4000.00
Network & Phone	252.00
Advertising	3000.00
Entertainment& Activities	3000.00
Market Event	500.00
Contingency Fund	500.00
Other Expense	2600.00

**Attachment "A"**

Item # 13.

Capital Fund	Attachment "A"	0.00
Transfer to Reserve Fund		35000.00
Hotel Occupancy Tax		-700000.00
Interest		-240.00
TXF to Debt Service		91600.00
RV/ Parking Lot		
Convention & Information Center Grants		185000.00
Advertising		2100.00
Christmas Lighting Displays		45000.00
Historic Districts Marketing		2800.00
Dues and Fees		8000.00
Tourism Advertising Grants		29000.00
Arts		20000.00
Arts Grants		10000.00
Historical Restoration Grants		59198.00
Signage		44560.00
Public Signage Grants		8000.00
Lighting		150000.00
TXF to Event Center		395000.00
TXF to General Fund		2404.33
Overuse fees		-150000.00
Reuse Fees		
PEC		
ROW Fees		
Cable		
TX Gas Franchise Fees		
Wastewater Service		-1285365.12
Late Fees/Rtn check fees		-9600.00
Delayed Connection Fees		-5000.00
Line Extensions		
Transfer fees		-9000.00
Other Income		-95000.00
Interest		
TXF from General Fund		
TXF from TWDB		-4420000.00
Portion of Sales Tax		-760000.00
Salaries		
On Call		
Benefits		
Taxes		
Retirement		
- Auditing		
Engineering & Surveying		625000.00
- Legal Fees		
- Planning and Permitting		7500.00
- Laboratory Testing		34250.00
- Equipment Maintenance		
- Fleet Maintenance		
Dues, Fees and Subscriptions		0.00

Item # 13.

Training	
- Road Reconstruction	
WWTP Maintenance	119407.00
- Routine Operations	99500.00
- Non-Routine Operations	106860.00
Lift Station Maintenance	74270.00
Sanitary Sewer Line Maintenance	64116.00
Drip Field Maintenance	44900.00
- Sludge Hauling	178100.00
- Wastewater Flow Measurement	9000.00
Utility Operations	4250.00
- IT Equipment & Support	
- Software	
Uniforms	
- Fleet Acquisition	
- Fuel	
- Supplies	27400.00
- Chemicals	16440.00
- Equipment	
- Phone/Network	12330.00
- Electricity	109600.00
Other Expense	52000.00
Capital Projects	2000000.00
TWDB - Capital Projects	5050000.00
TWDB - Engineering and Design	895000.00
- Consultants and Legal	175000.00
Transfer to General Fund	4066.66
TXF to Water Fund	
Transfer to Vehicle Replacement Fund	29911.00
- Tap Fees	
- Impact Fees	
- Temporary Meter Set Fees	
- Disconnect Fees	
- Base Rate	-7800.00
- Usage	-150000.00
- Penalties	
TXF from Wastewater Fund	
- Planning and Permitting	
- Laboratory Testing	25000.00
- Routine Operations	25000.00
- Non Routine Operations	20000.00
- System Maintenance & Repair	20000.00
Operating and Maintenance	0.00
- Supplies	50000.00
PEC	-130000.00
ROW Fees	-6000.00
Cable	-130000.00
TX Gas Franchise Fees	-3000.00
Interest	

**Attachment "A"**

Item # 13.

TXF from General Fund	Attachment "A"	50000.00
Salaries		398740.00
On Call		10400.00
Benefits		56988.71
Taxes		33063.21
Retirement		24650.69
- Auditing		10000.00
- Legal Fees		250000.00
- Equipment Maintenance		10000.00
- Fleet Maintenance		10000.00
Training		9254.00
Utility Operations		69000.00
- IT Equipment & Support		5640.00
- Software		37267.00
Uniforms		5000.00
- Fleet Acquisition		45000.00
- Fuel		15000.00
- Equipment		50000.00
- Phone/Network		
Other Expense		
Interest		
Revenues		-4420000.00
Escrow Fees		
Expenses		4420000.00
Impact Fees		-1670000.00
Impact Fee Deposits		
Interest Income		-30000.00
Transfer to Debt Service		4143594.62
Interest		-1200.00
TXF from HOT		-91600.00
Tax Series 2013		89505.00
Interest		-8000.00
TXF from Impact Fund		-698498.56
Debt Payment 2015		711231.76
Interest		-12000.00
TXF from Impact Fees		-1013533.00
Interest		0.00
TXF from Impact Fees		-2431563.06
Tax Series 2019		983553.00
Tax Series 2022		1215163.06
Interest		-18000.00
TXF from General Fund		-300000.00
City AV		-115297.54
County AV		-215354.00
Interest Income		-3000.00
City for GAP Escrow		0.00
EPS Reimbursements		
HDR		478000.00
Legal Fees		12000.00

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MAS	Attachment "A"	30000.00
Miscellaneous Consultant		
Project Management/Misc. Costs		32000.00
Project Administration P3 Works		16000.00
Creation Cost Reimbursements		
Stakeholder Reimbursement		
TXF to GAP Escrow		0.00
City AV		-240664.11
County AV		-437211.00
Interest Income		-2000.00
Creation Cost Reimbursements		
Stakeholder Reimbursement		
TWC		-27000.00
Interest Income		-1700.00

Item # 13.



## FY 2023 Expenditures

	City	\$ 11,791,542.99
<b>General Fund</b>	Parks	\$ 896,571.01
	Founders Day	\$ 146,488.01
<b>Farmers Market</b>		\$ 117,812.63
<b>Dripping Springs</b>		
<b>Ranch Park</b>		\$ 1,346,486.98
<b>Hotel Occupancy Tax</b>		
<b>Fund</b>		\$ 1,052,662.33
<b>Impact Fund</b>		\$ 4,143,594.62
	Wastewater	\$ 9,738,900.66
<b>Utilities</b>	Water	\$ 140,000.00
	Operations	\$ 1,040,003.61
		<hr/>
		<b>\$ 30,414,062.84</b>

## Maintenance :

Work Order #	Title	WO Status	Priority
00550	Landscaping - N Rob Shelton	Completed	Medium - 3-7 days
00551	Landscaping - Stephenson Building	Completed	Medium - 3-7 days
00552	The green lid that goes over one of the water line	Completed	Critical - ASAP
00553	Install Decant Pump	Closed	Medium - 3-7 days
00554	Banner to go up	Completed	High - 1-3 days
00555	Founders dead tree and branch	Completed	Medium - 3-7 days
00556	Pot holes , North Forty subdivision	Completed	Medium - 3-7 days
00557	MD004-7500-Oil Change and Filter	Declined	Medium - 3-7 days
00558	MD005-20000-Replace Cabin Air Filter	Completed	
00559	MD006-7500-Oil Change	Declined	
00560	MD003-30000-Replace Fuel Filters (Engine & Frame)	Completed	
00561	MD003-30000-Replace Engine Air Filter	Completed	
00562	BD003-7500-Oil Change	Completed	Medium - 3-7 days
00563	BD003-7500-Tire Rotation	Completed	Low - 7-15 days
00564	PW004 - Oil Change	Completed	
00565	Bleacher hydraulic piston repair.	Completed	Medium - 3-7 days
00566	Trim the tree limbs and the bushes on the sidewalk	Completed	Low - 7-15 days
00567	Arrowhead Eye Wash	Completed	Medium - 3-7 days
00568	Arrowhead Hand Wash	In Progress	Medium - 3-7 days
00569	Arrowhead Equipment Storage	Completed	Medium - 3-7 days
00570	Subst Overm Fiber DSVB	Completed	Low - 7-15 days
00571	Water pump on rain water collection tank is broken	Completed	Low - 7-15 days
00572	Put air in Pressure tank at Arrowhead	Completed	High - 1-3 days
00573	North SRP Restrooms	Completed	Medium - 3-7 days
00574	FMP Pool Inspection Issues	Completed	Critical - ASAP
00575	AD001 Inspection	Completed	Spare Time
00576	FMP Time clock adjustment	Completed	Medium - 3-7 days
00577	MD005 Slow leak in l/r tire	Completed	Spare Time
00578	Landscaping - Roger Hanks Pkwy	Completed	Medium - 3-7 days
00579	Install Diaphragms Fields 1,33,35	Completed	Medium - 3-7 days
00580	AC Filter Swap	Completed	Medium - 3-7 days
00581	Please add a latch to the Free Library door	Completed	Medium - 3-7 days
00582	Please remove these logs and branches.	Completed	Medium - 3-7 days
00583	Ranch House Filter Pump Check	Completed	Medium - 3-7 days
00584	Ranch House Water Heater Inspection	Completed	Medium - 3-7 days
00585	Fix Clogged Fuel Jet on Compressor	Completed	High - 1-3 days
00586	Mow Lift Stations	Completed	High - 1-3 days
00587	SRP Post Storm Brush Cleanup	Completed	Medium - 3-7 days
00588	Landscaping - Veterans Memorial Park	Completed	Medium - 3-7 days
00589	Door install	Completed	Medium - 3-7 days
00590	Weed Control - Mercer St	Completed	Medium - 3-7 days
00591	Mow Rob Shelton medians and one pass on either sid	Completed	Medium - 3-7 days
00592	Mow grass around the Pool Entrance and Playground	Completed	High - 1-3 days

00593	Shower Timer at Pool.	Completed	Medium - 3-7 days
00594	Ranch House Chlorine Tabs	Completed	Medium - 3-7 days
00595	Fleet inspections	Completed	Low - 7-15 days
00596	City Hall Oak Tree insecticide	Completed	Low - 7-15 days
00597	DSRP Radio Tower Bollards Install	Completed	Low - 7-15 days
00598	DSRP Trail Bollard install	Completed	Low - 7-15 days
00599	FMP Pool ladder protection	Completed	High - 1-3 days
00600	Weed Eat around the perimeter Regional Plant	Completed	High - 1-3 days
00601	Set New Meter 2687 Driftwood Ranch Dr	Declined	High - 1-3 days
00602	New Diaphragms Field 10,13,18	Completed	Medium - 3-7 days
00603	Please Leaf Blow & Presser Wash the Pavilion and w	Completed	Medium - 3-7 days
00604	Remove these desks.	Completed	Medium - 3-7 days
00605	Relocate this garbage can to the pavilion area.	Completed	Medium - 3-7 days
00606	Please fix the front desk window	Completed	Low - 7-15 days
00607	City hall light bulbs	Completed	Medium - 3-7 days
00608	Mow and Clear Arrowhead Drip Fields	Completed	High - 1-3 days
00609	Main Breaker Blown - Lights at Adult Softball Fld	Completed	Critical - ASAP
00610	FMP Restroom door maint.	Completed	Low - 7-15 days
00611	Set Water Meter 119 Palabro	Completed	High - 1-3 days
00612	The new furniture is being delivered Friday, June	Completed	Medium - 3-7 days
00613	Landscaping - Founders Park Rd	Completed	Medium - 3-7 days
00614	Install Booster Pump at Arrowhead	Completed	Medium - 3-7 days
00615	Landscaping - RM12	Completed	Medium - 3-7 days
00616	Please install the ceiling light fixture	Completed	Low - 7-15 days
00617	Pest Control Around Founders	Completed	Medium - 3-7 days
00618	Landscaping - Stephenson	Completed	Medium - 3-7 days
00619	There's a critter living in the attic. Droppings v	Completed	Medium - 3-7 days
00620	Light fixture needs repair, hanging from wires	Completed	Low - 7-15 days
00621	Wasp removal	Completed	Medium - 3-7 days
00622	Shower leaking	Completed	Critical - ASAP
00623	Broken Bottom step on Lifeguard stand	Completed	Medium - 3-7 days
00624	Make Gasket and Install on Non Pot Filter	Completed	Medium - 3-7 days
00625	Mower repair	Completed	Medium - 3-7 days
00626	Pw001 tires	Completed	Medium - 3-7 days
00627	Lights are flashing/flickering	Completed	High - 1-3 days
00628	Landscaping - Sportsplex	Completed	Medium - 3-7 days
00629	Landscaping - City Hall	Completed	Medium - 3-7 days
00630	Landscaping - Sports Park Rd	Completed	Medium - 3-7 days
00631	Landscaping - SRP Softball fields	Completed	Medium - 3-7 days
00632	Playground mulch maintenance	Completed	Medium - 3-7 days
00633	FMP Park trail bollards	Completed	Low - 7-15 days
00634	Exmark -LzrZ repair	Completed	Medium - 3-7 days
00635	Texas Heritage Village - Curb Maint.	In Progress	Low - 7-15 days
00636	Powerbox breakers turned off	Completed	Low - 7-15 days
00637	Kubota ATV has a light for an Oil Pressure sensor.	Completed	Medium - 3-7 days
00638	Treat Ants around Valve Boxes in Drip Fields	Completed	High - 1-3 days

00639	Fix A/C condensate line on	Completed	Critical - ASAP
00640	Pull Non Pot Pump 2 and Diagnose problem	Completed	Medium - 3-7 days
00641	Move vehicle barrier from under canopy to open sto	Completed	Low - 7-15 days
00642	Tighten Toilet Seats	Completed	High - 1-3 days
00643	mount TV	Completed	Medium - 3-7 days
00644	Lights going out in storage	Completed	Medium - 3-7 days
00645	Stephenson Building ladder drop off	Completed	High - 1-3 days
00646	Water Wagon pump is not working.	Completed	High - 1-3 days
00647	Breaker 25 blew over the weekend	Completed	High - 1-3 days
00648	mount Server Rack	Declined	Medium - 3-7 days
00649	Replace Board and properly secure Umbrella Stand:	Completed	High - 1-3 days
00650	Interior Glass door into Large Event Room repairs	Completed	Medium - 3-7 days
00651	Exterior glass doors from Large Event Room repairs	Completed	Medium - 3-7 days
00652	Nature Trail Repair - SRP	Completed	Medium - 3-7 days
00653	Spray fire ant hills at Adult Softball Fields	Completed	Medium - 3-7 days
00654	Fix Outlet in the front office at the pool.	Completed	High - 1-3 days
00655	Clean Bioxide Tank at Hays St. LS1	Completed	Medium - 3-7 days
00656	Pressure Tank and Switch at Arrowhead	Completed	Medium - 3-7 days
00657	SRP low hanging branch	Completed	Medium - 3-7 days
00658	Weed Control - VMP	Completed	Medium - 3-7 days
00659	Replace tire on EM 4 in 1 generator	Completed	Spare Time
00660	(Alterman) Omni-Site instillation at Hays St.	Completed	Medium - 3-7 days
00661	City hall A/C	Completed	Medium - 3-7 days
00662	City Hall-Office #7 Filing cabinet assembly.	Completed	Medium - 3-7 days
00693	MD005 - Oil Change	Completed	Low - 7-15 days

and Facilities Work Order Report  
June-23

Origin	Source Asset	Source User	Assigned
Non-PM		John Hill	06/01/2023 09:17:00 AM
Non-PM		John Hill	06/01/2023 09:21:00 AM
Non-PM		Robert Hutson	06/01/2023 03:37:00 PM
Non-PM		Anthony Pennell	06/01/2023 01:09:00 PM
Non-PM		John Hill	06/01/2023 03:39:00 PM
Non-PM		Andrew Thompson	06/01/2023 03:31:00 PM
Non-PM		Robert Hutson	06/02/2023 10:12:00 AM
PM	MD004 - 2018 Ford F-250 - 9849	Craig Rice	06/02/2023 10:23:00 AM
PM	MD005 - 2021 Ford F-150 - 0864	Manny Espinosa	06/02/2023 10:23:00 AM
PM	MD006 - 2022 GMC 2500 - XXXX	Craig Rice	06/02/2023 10:24:00 AM
PM	MD003 - 2019 Ford F-150 - 0865	Craig Rice	06/02/2023 10:46:00 AM
PM	MD003 - 2019 Ford F-150 - 0865	Craig Rice	06/02/2023 10:47:00 AM
PM	BD003 - 2022 Chevy Blazer - 7752	Sonny Garza	06/02/2023 10:55:00 AM
PM	BD003 - 2022 Chevy Blazer - 7752	Sonny Garza	06/02/2023 11:01:00 AM
PM	PW004 - 2019 Ford F-150 - XXXX	Sonny Garza	06/02/2023 11:19:00 AM
Non-PM	PCS-Speedy Bleacher-0391	Sonny Garza	06/05/2023 10:07:00 AM
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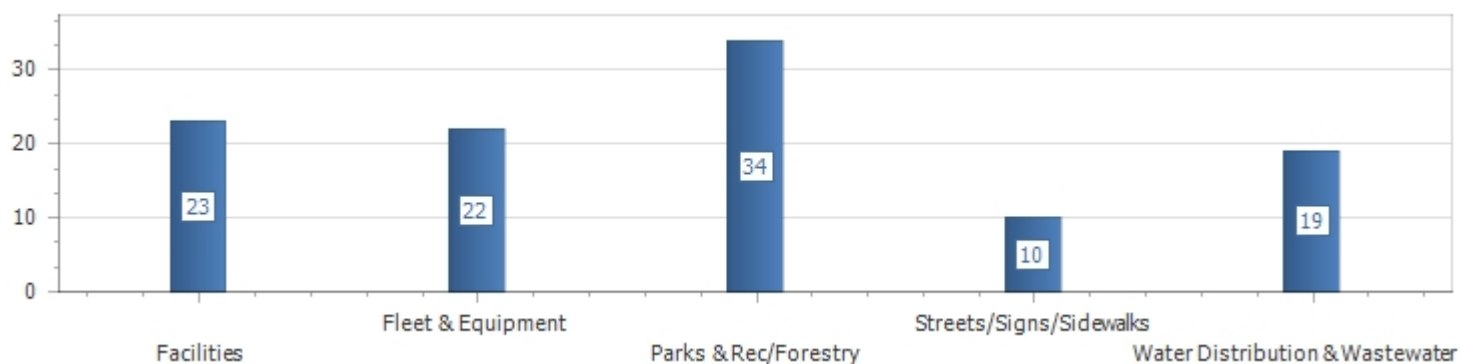
# Completed WOs by Site Analysis

Item # 14.

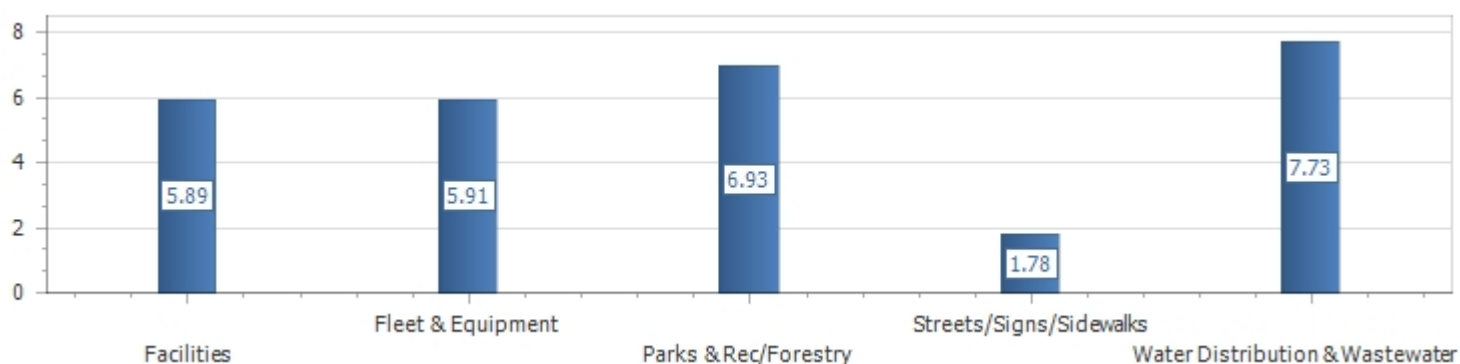
Date Printed: 07/26/2023

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## Total



## Average days to close



Site	Total	Average days to close
Facilities	23	5.89
Fleet & Equipment	22	5.91
Parks & Rec/Forestry	34	6.93
Streets/Signs/Sidewalks	10	1.78
Water Distribution & Wastewater	19	7.73

## Report Parameters

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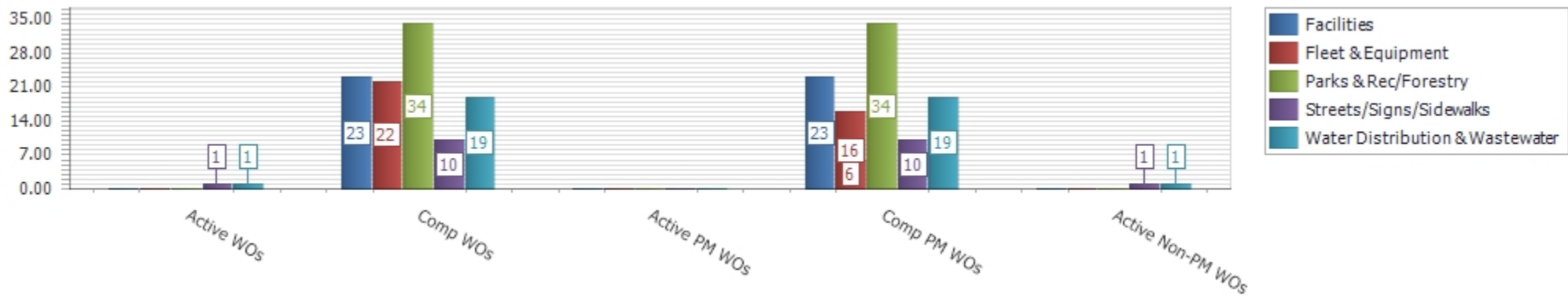
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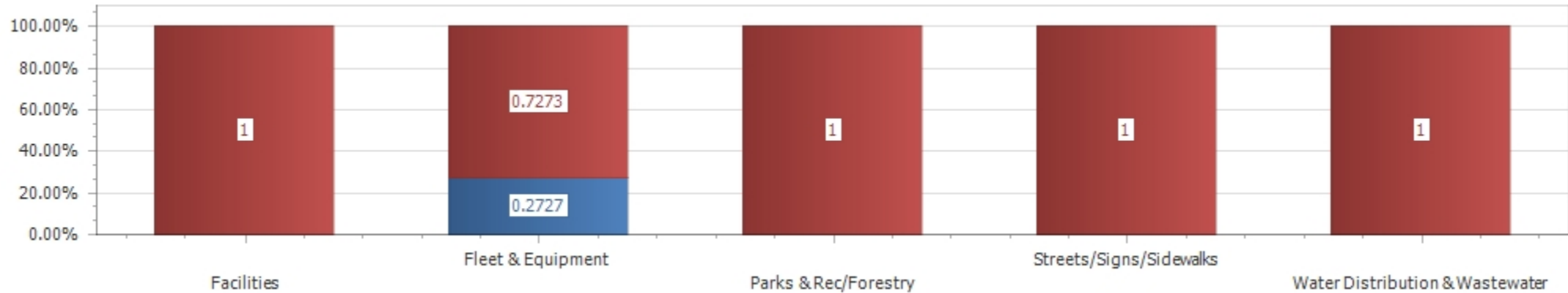
Tags:

Site Comparison

Date Printed: 07/26/2023



PM vs Non-PM Comp. WOs



Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
Facilities	Dripping Springs	0	23	0	0	0	23	5965.37	138.36	259.36	6.02
Fleet & Equipment	Dripping Springs	0	22	0	6	0	16	2130.79	36.50	96.85	1.66
Parks & Rec/Forestry	Dripping Springs	0	34	0	0	0	34	5452.63	176.72	160.37	5.20
Streets/Signs/Sidewalks	Dripping Springs	1	10	0	0	1	10	743.15	37.00	67.56	3.36
Water Distribution & Wastewater	Dripping Springs	1	19	0	0	1	19	1925.00	141.50	96.25	7.08

Site Comparison

Date Printed: 07/26/2023

Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
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Advanced Filters: [ Originated ] Between '06/01/2023' And '06/30/2023'

Tags:

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
SD2022-0016 JWLP Lot 6 Revision 1	CL	249 Sportsplex Drive	Revision to the original site plan	Under Review
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.	Approved w/ Conditions
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	Waiting on resubmittal
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	A 13,908 sq ft building with site improvements	Waiting on resubmittal
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 two 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	Under Review
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Under Review
SD2023-0015 Silver Creek Hotel	ETJ	12800 Silver Creek Road	Hotel with parking, utilities, drives, detention and water quality.	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

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69.999 acres, 160 of which are residential with an average lot size of 0.143 acres	Waiting on Resubmittal
SUB2021-0069 Cannon Ranch Ph 1 Construction Plans	CL	Cannon Ranch Road	Development of 122 residential lots with public roadways, utilities, and drainage features.	Approved with conditions
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	Approval with conditions and Under Review
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
SUB2022-0021 Headwaters at BC Phase 3 CP	ETJ	Intersection of Hazy Hills Loop and Roy Branch Road	Construction Plans	Approved with conditions
SUB2022-0023 Overlook at Bunker Ranch CP	CL	2004 Creek Road	Construction Plans for 12 single family lots with 1 drainage lot	Approved with conditions
SUB2022-0028 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 which 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 which are residential and 1 will be landscaping	Approval with conditions and Under Review
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	Waiting for Resubmittal
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	Waiting for Resubmittal
SUB2023-0012 Springlake Lot 57 Replat	ETJ	100 Oakview Dr	Subdivide the existing tract of land into two newly platted tracts of land.	Waiting for Resubmittal
SUB2023-0011 Big Sky Ranch Phase 3 AP	CL	171 Sue Peak Loop	Amending plat to accommodate builders larger home designs.	Approval with Conditions
SUB2023-0013 WT Chapman, 5th Addition, Lots 1-4 Amending Plat	CL	216 South Bluff St	Dividing 1 lot into 4.	Under Review
SUB2023-0014 Parten Ranch Phase 8 CP	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	81.03 acres with 87 single family lots and 3 drainage / open space lots and right of way.	Approved
SUB2023-0016 520 Matzig Cove	ETJ	520 Matzig Cove	Modify drainage easement.	Approval with conditions and Under Review
SUB2023-0017 Caliterra Phase Two Lot 9 Block F Section Seven Replat	ETJ	Peaksides Circle	Subdivide single lot into 4 lots.	Waiting for Resubmittal
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 and Under Review
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.	Waiting for Resubmittal
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.	Waiting for Resubmittal
SUB2023-0024 Caliterra Phase 5 Section 13 Construction Plans	ETJ	Kelsey Lane	11 single family lots.	Approval with Conditions
SUB2023-0025 Caliterra Phase 3 Section 10 Preliminary Plat	ETJ	Pointe Du Hoc Loop	22 single family lots and 2 open space lots.	Waiting for Resubmittal
SUB2023-0026 Driftwood Golf and Ranch Club, Phase Two, Block H, Lots 11 and 12 Amending Plat	ETJ	204 Sutton Court	Combining lots 11 and 12 into a single family lot.	Waiting for Resubmittal
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 with conditions
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.	Under Review
SUB2023-0033 Heritage Phase 2 Construction Plans	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 Lunaraya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Under Review
SUB2023-0035 Parten Ranch Phase 6 & 7 Final Plat	ETJ	600 Two Creeks Lane	122 single family lots and 4 drainage/open space lots	Under Review
SUB2023-0036 Caliterra Phase 5 Section 13 Final Plat	ETJ	Carentan Cove at Kelsey Lane	11 single family lots	Under Review



In Administrative Completeness	Filing Date
SD2023-0002 Fitzhugh Corners	31-Jul
SD2022-0039 Big Sky WWTP	31-Jul
SUB2023-0023 Re-Subdivision Lot 2, Driftwood 967 Phase One Construction Plans	31-Jul
ADMIN2023-50 Amending Plat of Final Subdivision Plat of Roger Hanks Park	31-Jul
SUB2023-0008 Silver Creek Subdivision CP	31-Jul
ADMIN2023-52 Shelton Ranch Subdivision	3-Aug
SUB2023-0025 Caliterra Phase 3 Section 10 Preliminary Plat	7-Aug
SUB2022-0048 Wild Ridge Phase 1 Construction Plans	7-Aug
SUB2022-0052 Village Grove Phase 1 CP	7-Aug
ADMIN2023-53 3980 US 290 Warehouse	7-Aug
SUB2023-0023 Re-Subdivision Lot 2, Driftwood 967 Phase One Construction Plans	7-Aug
ADMIN2023-51 The Ranch at Caliterra Final Plat	28-Aug