



City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, February 20, 2024, at 6:00 PM

AGENDA

CALL TO ORDER & ROLL CALL

City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

City Secretary Andrea Cunningham

IT Director Jason Weinstock

People & Communications Director Lisa Sullivan

Planning Director Tory Carpenter

Emergency Management Coordinator Roman Baligad

Parks & Community Services Director Andy Binz

DSRP Manager Emily Nelson

Building Official Shane Pevehouse

TIRZ Project Manager Keenan Smith, City Lights Design Alliance

Transportation Consultant Leslie Pollack, HDR Engineering

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7)

copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

PROCLAMATIONS & PRESENTATIONS

Proclamations and Presentations are for discussion purposes only and no action shall be taken.

- 1. Presentation and update regarding the April 8, 2024, City of Dripping Spring Eclipse Event.** *People, Communications & Tourism Director Lisa Sullivan, and Emergency Management Coordinator Roman Baligad*

CONSENT AGENDA

The following items will be acted upon in a single motion and are considered to be ministerial or routine. No separate discussion or action on these items will be held unless pulled at the request of a member of the City Council or City staff.

- 2. Approval of the February 6, 2024, City Council & Board of Adjustment regular meeting minutes.**
- 3. Approval of the January 2024 Treasurer's Report.**
- 4. Approval of a Professional Services & Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for a Haunted House at Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks*
- 5. Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and the Texas Beef Initiative regarding Weekly Roping Practices and Events at Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks*
- 6. Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and the Texas Hill Country Barrel Racing Association regarding the 2024 Buckle Series and Weekly Exhibitions at Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks*
- 7. Approval of a Use Agreement between the City of Dripping Springs and Holiday and Harvest regarding the 2024 Eggstravaganza at Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks*
- 8. Approval of a Co-Sponsorship and Logo Use Agreement between the City of Dripping Springs and the Dripping Springs Ag Boosters for the 2024 Rodeo at Dripping Springs Ranch Park.** *Sponsor: Council Member Sherrie Parks*

BUSINESS AGENDA

- 9. Discuss and consider approval of Amendment No. 2 to the Professional Services Agreement between the City of Dripping Springs and HDR Engineering related to the Old Fitzhugh Road Project. *Sponsor: Mayor Pro Tem Taline Manassian***
- 10. Public hearing, discussion, and consideration of approval of an Ordinance regarding an Amendment to the Fiscal Year 2023-2024 Budget.**
 - a. Staff Report
 - b. Public Hearing
 - c. Ordinance
- 11. Public hearing, discussion, and consideration of approval of an Ordinance repealing and replacing Article 28.06 Landscaping and Tree Preservation, including changing procedures, tree preservation requirements, and landscaping changes.**
 - a. Staff Report
 - b. Public Hearing
 - c. Ordinance
- 12. Public hearing, discussion, and consideration of approval of an Amendment to the Emergency Management Commission ordinance. *Sponsor: Council Member Geoffrey Tahuahua***
 - a. Staff Report
 - b. Public Hearing
 - c. Ordinance
- 13. Public hearing, discussion, and consideration of approval of an Ordinance Cancelling the 2024 Municipal Election.**
 - a. Public Hearing
 - b. Ordinance

REPORTS

Reports listed are on file and available for review upon request. The City Council may provide staff direction; however, no action shall be taken.

- 14. Planning Department Report**
Tory Carpenter, Planning Director

CLOSED SESSION

The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding

Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

15. **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*
16. **Consultation with Attorney regarding legal issues related to Brightly and SmartGov software.** *Consultation with Attorney, 551.071*
17. **Consultation with Attorney and Deliberation of Real Property regarding financing for the acquisition of public property.** *Consultation with Attorney, 551.071 and Deliberation Regarding Real Property, 551.072*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

March 5, 2024, at 6:00 p.m. (CC & BOA)

March 19, 2024, at 6:00 p.m. (CC)

April 2, 2024, at 6:00 p.m. (CC & BOA)

April 16, 2024, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

February 21, 2024, Parks & Recreation Commission at 6:00 p.m.

February 26, 2024, Transportation Committee at 3:30 p.m.

February 26, 2024, Founders Day Commission at 6:30 p.m.

February 27, 2024, Planning & Zoning Commission at 6:00 p.m.

February 28, 2024, Economic Development Committee at 4:00 p.m.

March 7, 2024, Historic Preservation Commission at 6:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on **February 16, 2024, at 5:30 p.m.***

Andrea Cunningham, 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.



City Council & Board of Adjustment Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, TexasTexas

Tuesday, February 06, 2024, at 6:00 PM

MINUTES

CALL TO ORDER & ROLL CALL

With a quorum of the City Council present, Mayor Pro Tem Manassian called the meeting to order at 6:02 p.m.

City Council Members present were:

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 (arrived at 6:10 p.m.)

Council Member absent was:

Mayor Bill Foulds, Jr.

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

City Administrator Michelle Fischer
 Deputy City Administrator Ginger Faught
 Deputy City Administrator Shawn Cox
 City Attorney Laura Mueller
 City Secretary Andrea Cunningham
 IT Director Jason Weinstock
 People & Communications Director Lisa Sullivan
 Planning Director Tory Carpenter
 Utilities Director Dane Sorensen
 Parks & Community Services Director Andy Binz
 Building Official Shane Pevehouse
 Special Counsel David Tuckfield
 Architectural Consultant Keenan Smith
 Planning & Zoning Commission Chair Mim James
 Planning & Zoning Commission Vice Chair Tammie Williamson

PLEDGE OF ALLEGIANCE

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

Council Member Tahuahua requested that the proclamation be read out of order and prior to the Board of Adjustment Meeting. Via unanimous consent, the proclamation was heard out of order.

PROCLAMATIONS & PRESENTATIONS

Proclamations and Presentations are for discussion purposes only and no action shall be taken.

2. **Proclamation proclaiming February 2024 as "Dating Violence Awareness and Prevention Month" in the City of Dripping Springs.** *Sponsor: Mayor Bill Foulds, Jr.*

Council Member Tahuahua read and presented the proclamation to Hays-Caldwell Women's Center Chief Development Officer Holly Cunningham-Kizer and Board of Directors Member Amy Casner.

BOARD OF ADJUSTMENT

CALL TO ORDER & ROLL CALL

The Board of Adjustment met from 6:08 p.m. – 6:30 p.m.

Board Members present were:

Acting Chair, Taline Manassian
 Wade King
 Geoffrey Tahuahua
 Travis Crow
 Sherrie Parks
 Joe Volpe

BOARD OF ADJUSTMENT AGENDA

1. **Public hearing and consideration of approval of VAR2023-0007: an application for a variance to Section 3.14.3 of the Zoning Ordinance to allow a building height in excess of 40 feet for the St. Martin de Porres Catholic Church located at 230 Post Oak Drive.** *Applicant: Daniel Pesek*

a. Applicant Presentation – Applicant representative BRW Architects Director Daniel Pesek, AIA, gave a presentation which is on file.

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

- (1) The property shall be annexed into the City Limits; and
- (2) The two western-most properties shall be combined into a single platted lot.

c. Planning & Zoning Commission Report – Chair Mim James presented the report. The Commission recommended approval of the variance request 4 to 1, with the condition that the St. Martin de Porres Subdivision Lots be platted as one lot; Vice Chair Williamson was opposed.

d. Public Hearing – Charlie Busbey, adjacent property owner, spoke in favor of the City Council approving the variance request.

e. Variance Application – A motion was made by Board Member Crow to approve VAR2023-0007: an application for a variance to Section 3.14.3 of the Zoning Ordinance to allow a building height in excess of 40 feet for the St. Martin de Porres Catholic Church located at 230 Post Oak Drive with staff conditions. Board Member Parks seconded the motion which carried unanimously 6 to 0.

CITY COUNCIL

PRESENTATION OF CITIZENS

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Susan Cook spoke regarding the Texas Department of Transportation proposed plans from Highway 290 and expressed concerns regarding the project.

PROCLAMATIONS & PRESENTATIONS

Proclamations and Presentations are for discussion purposes only and no action shall be taken.

2. **Proclamation proclaiming February 2024 as "Dating Violence Awareness and Prevention Month" in the City of Dripping Springs.** *Sponsor: Mayor Bill Foulds, Jr.*

The proclamation was read earlier in the meeting.

CONSENT AGENDA

The following items will be acted upon in a single motion and are considered to be ministerial or routine. No separate discussion or action on these items will be held unless pulled at the request of a member of the City Council or City staff.

3. **Approval of the January 16, 2024, City Council regular meeting minutes.**
4. **Approval of an Amended Resolution of the City of Dripping Springs Consenting to the Issuance of Bonds by Headwaters Municipal Utility District of Hays County.** *Applicant: Tony Corbett*

Filed as Resolution No. 2023-R41 (amended)

5. **Approval of a Rate Adjustment for an Agreement with Chapman Law Firm, P.C.** *Sponsor: Mayor Bill Foulds, Jr.*
6. **Approval of the First Amendment to the Big Sky Wastewater Utility Agreement with Meritage Homes of Texas.** *Sponsor: Mayor Bill Foulds, Jr.*
7. **Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Roger Hanks Parkway Extension II.** *Applicant: Cash Construction Company, Inc.*

Filed as Resolution No. 2024-R04

A motion was made by Council Member Tahuahua to approve Consent Agenda Items 3 – 7 with corrections to the minutes as presented at the dais. Council Member King seconded the motion which carried unanimously 5 to 0.

BUSINESS AGENDA

8. **Public hearing and consideration of approval of a License to Encroach for an existing structure partially within the City right-of-way at 101 S. College St.** *Applicant: Jon Thompson. Owner: Short Mama's LLC.*
 - a. **Applicant Presentation** – Applicant Jon Thompson spoke regarding the item and agrees with staff assessment and recommendation of the license.
 - b. **Staff Report** – Tory Carpentar presented the staff report which is on file. Staff recommends approval of the license to encroach and accompanying agreement with the following conditions:
 - 1) License to Encroach will only include the carriage house structure located on Wallace Street and will not include any fences in the right of way.
 - 2) If additional easements are needed for drainage and street improvements in the area, the applicant shall provide a 5-foot-wide easement along Wallace Street (exclusive of the carriage house) at no cost to the City.
 - d. **Public Hearing** – No one spoke during the Public Hearing.
 - e. **License to Encroach Application** – A motion was made by Council Member Tahuahua to approve a License to Encroach for an existing structure partially within the City right-of-way at 101 S. College Street with staff conditions. Council Member King seconded the motion which carried 4 to 0 to 1, with Council Member Crow abstaining.
9. **Public hearing and consideration of approval of a Sign Variance Request to exceed the maximum signable area allowed for a multi-unit complex monument sign for Headwaters Commercial West, located at 1055 Kibo Ridge.** *Applicant: Blake Rue*
 - a. **Applicant Report** – Property owner Britt Benton was available for questions.
 - b. **Staff Report** – Shane Pevehouse presented the staff report which is on file. Staff recommends approval of the sign variance request.

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

d. Variance Request – A motion was made by Council Member King to approve a Sign Variance Request to exceed the maximum signable area allowed for a multi-unit complex monument sign for Headwaters Commercial West, located at 1055 Kibo Ridge. Council Member Parks seconded the motion which carried unanimously 5 to 0.

10. Discuss and consider approval of a Facility Use Agreement between the City of Dripping Springs and Tiger Splash TAAF Swim Team related to use of the Founders Memorial Pool for the 2024 swim season. Sponsor: Councilmember Wade King

Andy Binz presented the staff report which is on file. Staff recommends approval of the agreement with a 10% discount.

Tiger Splash President James Landrum spoke regarding the request of an additional 5% discount, for a grand total discount of 15%.

A motion was made by Council Member King to approve a Facility Use Agreement between the City of Dripping Springs and Tiger Splash TAAF Swim Team related to use of the Founders Memorial Pool for the 2024 swim season with the staff recommended discount of 10%. Council Member Crow seconded the motion which carried unanimously 5 to 0.

11. Public hearing and consideration of approval of an Ordinance Calling the City of Dripping Springs 2024 Municipal General Election.

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

b. Ordinance – A motion was made by Council Member Parks to approve an Ordinance Calling the City of Dripping Springs 2024 Municipal General Election. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2024-04

12. Discuss and consider approval of the Environmental Health Inspector Job Description. Sponsor: Mayor Bill Foulds, Jr.

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

Via unanimous consent, the item was tabled.

REPORTS

Reports listed are on file and available for review upon request. The City Council may provide staff direction; however, no action shall be taken.

13. Planning Department Report
Tory Carpenter, Planning Director

A motion was made by Council Member Tahuahua to adjourn into Closed Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.074, Personnel Matters; and regarding Closed Session Agenda Items 14 and 15, and Business Agenda Item 12. Council Member King seconded the motion which carried unanimously 5 to 0.

CLOSED SESSION

The City Council has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

- 14. Consultation with Attorney and Deliberation of the Hiring, Employment, and Duties of the Public Works Director, Deputy Public Works Director, Maintenance Director, and Environmental Health Inspector.** *Consultation with Attorney, 551.071; Personnel Matters, 551.074*
- 15. 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 for subdivisions and commercial projects, Wastewater Fees, and related items.** *Consultation with Attorney, 551.071*

The City Council met in Closed Session from 7:15 p.m. – 7:58 p.m.

Council Member Crow recused from Closed Session Agenda Item 15, stepping down from the dais and exiting the Council Chambers.

No vote or action was taken during Closed Session. Mayor Pro Tem Manassian returned the meeting to Open Session at 7:58 p.m.

OPEN SESSION

The City Council returned to tabled Business Agenda Item 12 for consideration.

- 12. Discuss and consider approval of the Environmental Health Inspector Job Description.** *Sponsor: Mayor Bill Foulds, Jr.*

A motion was made by Council Member Tahuahua to approve the Environmental Health Inspector Job Description with staff direction to post the position. Council Member Parks seconded the motion which carried un 5 to 0.

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

February 20, 2024, at 6:00 p.m. (CC)
March 5, 2024, at 6:00 p.m. (CC & BOA)
March 19, 2024, at 6:00 p.m. (CC)

Board, Commission, & Committee Meetings

February 12, 2024, TIRZ No. 1 & No. 2 Board at 4:00 p.m.
February 14, 2024, DSRP Board at 11:00 a.m.
February 15, 2024, Farmers Market Committee at 10:00 a.m.
February 15, 2024, Emergency Management Commission at 12:00 p.m.
February 21, 2024, Parks & Recreation Commission at 6:00 p.m.

ADJOURN

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

This regular meeting adjourned at 8:00 p.m.

APPROVED ON: February 20, 2024

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Deputy City Administrator 

Date: February 20, 2024

RE: January 2024 City Treasurer's Report

General Fund:

The General Fund received **\$763,775.15** in revenues for January.

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

- 100-000-40000: Ad Valorem Tax – The City received its first allocation of property tax payments from the appraisal district in the amount of \$42,551.52.
- 100-000-40001: Sales Tax Revenue – \$383,737.07 was received in January, of which \$296,354.99 is considered City Revenues and not allocated to either the Utility Fund or through agreements. This is an increase of 3.36% over January 2023 collections.

General Fund expenditures are in line with the amended budget.

Utility Fund:

The Utility Fund received **\$231,093.19** in revenues for January.

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

- 400-300-43018: Wastewater Service Fees – \$142,108.91 from Water Supply Corp. was received in January.
- 400-301-43041: Water Usage - \$51,531.00 was received in January.

Utility Fund expenditures are in line with the adopted budget.

Dripping Springs Ranch Park (DSRP):

The Ranch Park received **\$324,505.18** in revenues for January.

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

- 200-401-43010: Stall Rental Fees - \$12,468.00 was received in January.
- 200-401-43012: Facility Rentals - \$25,477.24 was received in January.
- 200-401-44008: Program Fees - \$15,522.50 was received in January. This month's deposits bring the total collected to \$14,759.50, which is 97.81% of the total budgeted for FY 2024.
- 200-401-47005: Transfer from HOT - \$150,000.00 of the \$308,000.00 budgeted for FY 2024 was transferred in January.

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



DRIPPING SPRINGS Texas

- 200-401-70002: Contingencies/Emergency Fund – This line item is shown to be over budget by \$19,749.52. However, these expenditures are for the Ice Rink. With the DSRP Manager, a report on the rink is being prepared and these expenditures will be reallocated in a future Journal Entry.

Banking:

On January 31st the City’s cash balance was **\$27.68 Million**. This is a 0.04% decrease from the previous month’s cash balances. A total of **\$62,491.44** was collected in interest revenues in January.





DRIPPING SPRINGS
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	3,389,487.36	3,389,487.36	42,551.52	42,551.52	-3,346,935.84	98.74 %
100-000-40001	Sales Tax Revenue	3,800,000.00	3,800,000.00	383,737.07	1,504,308.53	-2,295,691.47	60.41 %
100-000-40002	Mixed Beverage	75,000.00	75,000.00	6,555.37	31,984.90	-43,015.10	57.35 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	19.13	19.13	-3,980.87	99.52 %
100-000-41000	Solid Waste Franchise Fee	45,000.00	45,000.00	0.00	0.00	-45,000.00	100.00 %
100-000-42000	Alcohol Permit Fees	9,000.00	9,000.00	1,087.50	1,715.00	-7,285.00	80.94 %
100-000-46001	Other Revenues	40,000.00	40,000.00	119,235.01	416,495.00	376,495.00	1,041.24 %
100-000-46002	Interest	50,000.00	50,000.00	0.00	46,831.41	-3,168.59	6.34 %
100-000-46014	Transportation Improvements Reim	240,000.00	240,000.00	0.00	0.00	-240,000.00	100.00 %
100-000-47001	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
100-000-47013	Transfer From TIRZ	100,558.00	100,558.00	0.00	0.00	-100,558.00	100.00 %
	Department: 000 - Undesignated Total:	7,763,445.36	7,763,445.36	553,185.60	2,043,905.49	-5,719,539.87	73.67%
Department: 105 - Communications							
100-105-44000	Sponsorships & Donations	30,000.00	30,000.00	11,840.00	12,090.00	-17,910.00	59.70 %
100-105-46006	Merchandise	17,500.00	17,500.00	0.00	8,487.13	-9,012.87	51.50 %
100-105-47005	Transfer from HOT	62,709.00	62,709.00	0.00	0.00	-62,709.00	100.00 %
	Department: 105 - Communications Total:	110,209.00	110,209.00	11,840.00	20,577.13	-89,631.87	81.33%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	75,000.00	75,000.00	16,505.00	29,980.00	-45,020.00	60.03 %
100-200-43000	Site Development Fees	850,000.00	850,000.00	67,245.87	242,303.03	-607,696.97	71.49 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	1,550.00	13,680.00	-51,320.00	78.95 %
100-200-43030	Subdivision Fees	638,875.00	638,875.00	1,500.00	2,700.00	-636,175.00	99.58 %
	Department: 200 - Planning & Development Total:	1,628,875.00	1,628,875.00	86,800.87	288,663.03	-1,340,211.97	82.28%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	1,675.00	14,175.00	14,175.00	0.00 %
100-201-43029	Fire Inspections	50,000.00	50,000.00	5,200.08	12,020.88	-37,979.12	75.96 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	80,303.60	325,320.10	-1,174,679.90	78.31 %
	Department: 201 - Building Total:	1,550,000.00	1,550,000.00	87,178.68	351,515.98	-1,198,484.02	77.32%
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	5,000.00	5,000.00	0.00	2,605.00	-2,395.00	47.90 %
100-400-44001	Community Service Fees	1,800.00	1,800.00	0.00	140.00	-1,660.00	92.22 %
100-400-44002	Program & Event Fees	22,600.00	22,600.00	0.00	175.00	-22,425.00	99.23 %
100-400-44004	Park Rental Income	6,000.00	6,000.00	0.00	6,480.00	480.00	108.00 %
100-400-47002	Transfer from Parkland Dedication	541,480.00	541,480.00	0.00	0.00	-541,480.00	100.00 %
100-400-47003	Transfer from Landscaping Fund	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
	Department: 400 - Parks & Recreation Total:	579,880.00	579,880.00	0.00	9,400.00	-570,480.00	98.38%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	55,300.00	55,300.00	0.00	0.00	-55,300.00	100.00 %
100-402-44004	Park Rental Income	20,800.00	20,800.00	0.00	0.00	-20,800.00	100.00 %
	Department: 402 - Aquatics Total:	76,100.00	76,100.00	0.00	0.00	-76,100.00	100.00%
Department: 404 - Founders Day							
100-404-45000	FD Craft/Business Booths	6,250.00	6,250.00	8,525.00	8,650.00	2,400.00	138.40 %
100-404-45001	FD Food Booths	1,300.00	1,300.00	0.00	0.00	-1,300.00	100.00 %
100-404-45002	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	0.00	-4,600.00	100.00 %
100-404-45003	FD Carnival	14,000.00	14,000.00	0.00	0.00	-14,000.00	100.00 %
100-404-45004	FD Parade Registration Fees	4,000.00	4,000.00	225.00	225.00	-3,775.00	94.38 %
100-404-45005	FD Sponsorships	90,000.00	90,000.00	16,000.00	16,750.00	-73,250.00	81.39 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-404-45006	FD Parking Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
100-404-45007	FD Electric Fees	3,300.00	3,300.00	20.00	20.00	-3,280.00	99.39 %
Department: 404 - Founders Day Total:		124,450.00	124,450.00	24,770.00	25,645.00	-98,805.00	79.39%
Revenue Total:		11,832,959.36	11,832,959.36	763,775.15	2,739,706.63	-9,093,252.73	76.85%
Expense							
Department: 000 - Undesignated							
100-000-60000	Salaries	3,238,716.65	3,238,716.65	0.00	0.00	3,238,716.65	100.00 %
100-000-61000	Health Insurance	279,323.88	279,323.88	0.00	17,162.82	262,161.06	93.86 %
100-000-61001	Dental Insurance	0.00	0.00	0.00	2.18	-2.18	0.00 %
100-000-61002	Medicare	0.00	0.00	0.00	4.34	-4.34	0.00 %
100-000-61003	Social Security	0.00	0.00	0.00	18.55	-18.55	0.00 %
100-000-61005	Federal Withholding	259,605.82	259,605.82	0.00	0.00	259,605.82	100.00 %
100-000-61006	TMRS	185,186.55	185,186.55	0.00	18.18	185,168.37	99.99 %
100-000-62009	Human Resources Consultant	28,306.00	28,306.00	0.00	5,499.99	22,806.01	80.57 %
100-000-63004	Dues, Fees & Subscriptions	31,500.00	31,500.00	-1,363.07	15,665.82	15,834.18	50.27 %
100-000-63005	Training/Continuing Education	84,158.93	84,158.93	2,172.82	22,210.28	61,948.65	73.61 %
100-000-64000	Office Supplies	35,000.00	35,000.00	2,722.26	8,967.56	26,032.44	74.38 %
100-000-64004	Office Furniture and Equipment	10,300.00	10,300.00	0.00	299.99	10,000.01	97.09 %
100-000-66002	Postage & Shipping	3,500.00	3,500.00	68.48	709.29	2,790.71	79.73 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
100-000-69002	Economic Development	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
100-000-70003	Other Expenses	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-000-90000	Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
100-000-90002	Transfer to TIRZ	668,644.77	668,644.77	0.00	0.00	668,644.77	100.00 %
100-000-90011	Transfer to Capital Improvements	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	86,010.00	86,010.00	0.00	0.00	86,010.00	100.00 %
100-000-90015	Transfer to Farmers Marke	16,679.31	16,679.31	0.00	0.00	16,679.31	100.00 %
Department: 000 - Undesignated Total:		5,797,331.91	5,797,331.91	3,600.49	75,559.00	5,721,772.91	98.70%
Department: 100 - City Council/Boards & Commissions							
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-100-69008	Land Acquisition	10,000.00	10,000.00	0.00	60,000.00	-50,000.00	-500.00 %
Department: 100 - City Council/Boards & Commissions Total:		17,000.00	17,000.00	0.00	60,000.00	-43,000.00	-252.94%
Department: 101 - City Administrators Office							
100-101-60000	Regular Employees	0.00	0.00	36,992.59	177,121.74	-177,121.74	0.00 %
100-101-60002	Overtime	0.00	0.00	21.64	274.63	-274.63	0.00 %
100-101-61000	Health Insurance	0.00	0.00	1,002.28	6,149.55	-6,149.55	0.00 %
100-101-61001	Dental Insurance	0.00	0.00	101.10	572.90	-572.90	0.00 %
100-101-61002	Medicare	0.00	0.00	504.42	2,426.30	-2,426.30	0.00 %
100-101-61003	Social Security	0.00	0.00	2,156.86	7,774.22	-7,774.22	0.00 %
100-101-61004	Unemployment	0.00	0.00	390.22	390.22	-390.22	0.00 %
100-101-61006	TMRS	0.00	0.00	2,183.82	10,418.28	-10,418.28	0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	43,352.93	205,127.84	-205,127.84	0.00%
Department: 102 - City Secretary							
100-102-60000	Regular Employees	0.00	0.00	10,551.67	49,816.29	-49,816.29	0.00 %
100-102-60002	Overtime	0.00	0.00	82.58	243.42	-243.42	0.00 %
100-102-61000	Health Insurance	0.00	0.00	967.30	4,351.09	-4,351.09	0.00 %
100-102-61001	Dental Insurance	0.00	0.00	67.40	303.30	-303.30	0.00 %
100-102-61002	Medicare	0.00	0.00	151.83	715.24	-715.24	0.00 %
100-102-61003	Social Security	0.00	0.00	649.22	3,058.21	-3,058.21	0.00 %
100-102-61004	Unemployment	0.00	0.00	170.14	170.14	-170.14	0.00 %
100-102-61006	TMRS	0.00	0.00	627.42	2,968.11	-2,968.11	0.00 %
100-102-62000	Municipal Election	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-102-62018	Code Publication	5,200.00	5,200.00	0.00	0.00	5,200.00	100.00 %
100-102-64003	Uniforms	0.00	0.00	0.00	138.00	-138.00	0.00 %
100-102-64032	Meeting Supplies	12,700.00	12,700.00	415.59	877.30	11,822.70	93.09 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-102-66003	Public Notices	2,000.00	2,000.00	340.75	1,039.11	960.89	48.04 %
100-102-69003	Records Management	1,220.00	1,220.00	120.00	240.00	980.00	80.33 %
Department: 102 - City Secretary Total:		29,120.00	29,120.00	14,143.90	63,920.21	-34,800.21	-119.51%
Department: 103 - Courts							
100-103-62003	Muni Court Attorney/ Judge	15,500.00	15,500.00	1,000.00	1,500.00	14,000.00	90.32 %
Department: 103 - Courts Total:		15,500.00	15,500.00	1,000.00	1,500.00	14,000.00	90.32%
Department: 104 - City Attorney							
100-104-60000	Regular Employees	0.00	0.00	13,066.74	58,801.58	-58,801.58	0.00 %
100-104-60001	Part-time Employees	0.00	0.00	25.00	265.00	-265.00	0.00 %
100-104-61000	Health Insurance	0.00	0.00	490.44	2,206.98	-2,206.98	0.00 %
100-104-61001	Dental Insurance	0.00	0.00	33.70	151.65	-151.65	0.00 %
100-104-61002	Medicare	0.00	0.00	187.70	846.89	-846.89	0.00 %
100-104-61003	Social Security	0.00	0.00	802.63	3,621.37	-3,621.37	0.00 %
100-104-61004	Unemployment	0.00	0.00	144.40	148.24	-148.24	0.00 %
100-104-61006	TMRS	0.00	0.00	770.94	3,518.22	-3,518.22	0.00 %
100-104-62003	Special Counsel and Consultants	49,000.00	49,000.00	9,782.32	11,500.02	37,499.98	76.53 %
Department: 104 - City Attorney Total:		49,000.00	49,000.00	25,303.87	81,059.95	-32,059.95	-65.43%
Department: 105 - Communications							
100-105-60000	Regular Employees	0.00	0.00	13,696.28	62,447.48	-62,447.48	0.00 %
100-105-61000	Health Insurance	0.00	0.00	992.04	4,459.62	-4,459.62	0.00 %
100-105-61001	Dental Insurance	0.00	0.00	67.40	303.30	-303.30	0.00 %
100-105-61002	Medicare	0.00	0.00	197.56	900.82	-900.82	0.00 %
100-105-61003	Social Security	0.00	0.00	844.70	3,851.63	-3,851.63	0.00 %
100-105-61004	Unemployment	0.00	0.00	209.84	209.84	-209.84	0.00 %
100-105-61006	TMRS	0.00	0.00	808.08	3,726.06	-3,726.06	0.00 %
100-105-63023	General Maintenance	32,670.00	32,670.00	0.00	8,910.00	23,760.00	72.73 %
100-105-64021	Merchandise	23,639.00	23,639.00	9,606.65	22,088.95	1,550.05	6.56 %
100-105-66000	Website	6,800.00	6,800.00	0.00	0.00	6,800.00	100.00 %
100-105-66005	Public Relations	15,300.00	15,300.00	0.00	0.00	15,300.00	100.00 %
100-105-66010	Events, Entertainment & Activities	28,500.00	28,500.00	0.00	0.00	28,500.00	100.00 %
100-105-70003	Other Expenses	25,400.00	25,400.00	2,323.82	3,386.21	22,013.79	86.67 %
Department: 105 - Communications Total:		132,309.00	132,309.00	28,746.37	110,283.91	22,025.09	16.65%
Department: 106 - IT							
100-106-60000	Regular Employees	0.00	0.00	5,871.12	27,712.25	-27,712.25	0.00 %
100-106-61000	Health Insurance	0.00	0.00	499.70	2,247.59	-2,247.59	0.00 %
100-106-61001	Dental Insurance	0.00	0.00	33.70	151.65	-151.65	0.00 %
100-106-61002	Medicare	0.00	0.00	84.96	401.05	-401.05	0.00 %
100-106-61003	Social Security	0.00	0.00	363.24	1,714.71	-1,714.71	0.00 %
100-106-61004	Unemployment	0.00	0.00	93.94	93.94	-93.94	0.00 %
100-106-61006	TMRS	0.00	0.00	346.40	1,657.83	-1,657.83	0.00 %
100-106-64001	Office IT Equipment & Support	139,499.00	139,499.00	9,141.20	64,490.58	75,008.42	53.77 %
100-106-64002	Software	192,000.00	192,000.00	16,317.35	97,686.23	94,313.77	49.12 %
100-106-65000	Network/Phone	58,395.84	58,395.84	4,487.86	16,127.88	42,267.96	72.38 %
Department: 106 - IT Total:		389,894.84	389,894.84	37,239.47	212,283.71	177,611.13	45.55%
Department: 107 - Finance							
100-107-60000	Regular Employees	0.00	0.00	18,794.89	85,843.12	-85,843.12	0.00 %
100-107-60002	Overtime	0.00	0.00	0.00	171.19	-171.19	0.00 %
100-107-61000	Health Insurance	0.00	0.00	1,460.36	6,568.24	-6,568.24	0.00 %
100-107-61001	Dental Insurance	0.00	0.00	101.10	454.95	-454.95	0.00 %
100-107-61002	Medicare	0.00	0.00	249.17	1,142.08	-1,142.08	0.00 %
100-107-61003	Social Security	0.00	0.00	1,065.36	4,883.27	-4,883.27	0.00 %
100-107-61004	Unemployment	0.00	0.00	276.04	276.04	-276.04	0.00 %
100-107-61006	TMRS	0.00	0.00	1,108.90	5,085.43	-5,085.43	0.00 %
100-107-62001	Financial Services	37,500.00	37,500.00	0.00	0.00	37,500.00	100.00 %
100-107-67000	TML Liability Insurance	27,277.00	27,277.00	5,543.75	11,087.50	16,189.50	59.35 %
100-107-67001	TML Property Insurance	48,810.00	48,810.00	13,478.00	27,199.00	21,611.00	44.28 %
100-107-67002	TML Workmen's Comp Insurance	34,656.00	34,656.00	8,664.00	17,328.00	17,328.00	50.00 %

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
100-107-70001	Mileage	0.00	0.00	0.00	163.59	-163.59	0.00 %
100-107-80004	Series 2024	367,000.00	367,000.00	0.00	0.00	367,000.00	100.00 %
100-107-90003	Transfer to Wastewater Utility Fund	760,000.00	760,000.00	0.00	150,697.64	609,302.36	80.17 %
100-107-90004	SPA & ECO D Transfers	218,880.00	218,880.00	0.00	35,483.65	183,396.35	83.79 %
Department: 107 - Finance Total:		1,494,123.00	1,494,123.00	50,741.57	346,383.70	1,147,739.30	76.82%
Department: 200 - Planning & Development							
100-200-60000	Regular Employees	0.00	0.00	16,474.72	74,353.50	-74,353.50	0.00 %
100-200-60002	Overtime	0.00	0.00	64.26	146.95	-146.95	0.00 %
100-200-61000	Health Insurance	0.00	0.00	1,471.08	6,616.94	-6,616.94	0.00 %
100-200-61001	Dental Insurance	0.00	0.00	101.10	454.95	-454.95	0.00 %
100-200-61002	Medicare	0.00	0.00	231.07	1,040.92	-1,040.92	0.00 %
100-200-61003	Social Security	0.00	0.00	988.02	4,450.75	-4,450.75	0.00 %
100-200-61004	Unemployment	0.00	0.00	264.64	264.64	-264.64	0.00 %
100-200-61006	TMRS	0.00	0.00	975.80	4,445.84	-4,445.84	0.00 %
100-200-62002	Engineering & Surveying	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
100-200-62005	Health Inspector	60,000.00	60,000.00	8,125.58	18,733.90	41,266.10	68.78 %
100-200-62006	Architectural & Landscape Consulta	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-200-62007	Historic District Consultant	13,500.00	19,750.00	0.00	0.00	19,750.00	100.00 %
100-200-62010	Miscellaneous Consultant	165,000.00	257,119.92	0.00	9,601.80	247,518.12	96.27 %
Department: 200 - Planning & Development Total:		313,500.00	411,869.92	28,696.27	120,110.19	291,759.73	70.84%
Department: 201 - Building							
100-201-60000	Regular Employees	0.00	0.00	27,278.27	119,996.97	-119,996.97	0.00 %
100-201-60002	Overtime	0.00	0.00	609.50	2,374.80	-2,374.80	0.00 %
100-201-61000	Health Insurance	0.00	0.00	2,895.68	11,795.40	-11,795.40	0.00 %
100-201-61001	Dental Insurance	0.00	0.00	202.20	824.46	-824.46	0.00 %
100-201-61002	Medicare	0.00	0.00	398.59	1,747.84	-1,747.84	0.00 %
100-201-61003	Social Security	0.00	0.00	1,704.29	7,473.30	-7,473.30	0.00 %
100-201-61004	Unemployment	0.00	0.00	446.20	502.52	-502.52	0.00 %
100-201-61006	TMRS	0.00	0.00	1,645.37	7,310.49	-7,310.49	0.00 %
100-201-62004	Bldg. Inspector	750,000.00	750,000.00	52,880.00	182,545.00	567,455.00	75.66 %
100-201-62008	Lighting Consultant	2,000.00	2,000.00	220.00	495.00	1,505.00	75.25 %
100-201-62014	FireInspector	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00 %
100-201-64003	Uniforms	0.00	0.00	422.00	1,905.75	-1,905.75	0.00 %
Department: 201 - Building Total:		792,000.00	792,000.00	88,702.10	336,971.53	455,028.47	57.45%
Department: 300 - Wastewater							
100-300-60000	Regular Employees	0.00	0.00	7,504.16	36,341.64	-36,341.64	0.00 %
100-300-61000	Health Insurance	0.00	0.00	489.90	2,203.27	-2,203.27	0.00 %
100-300-61001	Dental Insurance	0.00	0.00	33.70	151.65	-151.65	0.00 %
100-300-61002	Medicare	0.00	0.00	101.10	492.26	-492.26	0.00 %
100-300-61003	Social Security	0.00	0.00	432.30	2,104.87	-2,104.87	0.00 %
100-300-61004	Unemployment	0.00	0.00	120.06	120.06	-120.06	0.00 %
100-300-61006	TMRS	0.00	0.00	442.74	2,153.96	-2,153.96	0.00 %
100-300-71001	Transportation Improvement Proje	1,140,000.00	1,140,000.00	176,298.75	305,513.35	834,486.65	73.20 %
Department: 300 - Wastewater Total:		1,140,000.00	1,140,000.00	185,422.71	349,081.06	790,918.94	69.38%
Department: 304 - Maintenance							
100-304-60000	Regular Employees	0.00	0.00	32,857.25	140,613.59	-140,613.59	0.00 %
100-304-60002	Overtime	0.00	0.00	711.88	3,267.72	-3,267.72	0.00 %
100-304-60003	On Call Pay	0.00	0.00	1,000.00	3,800.00	-3,800.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	3,384.52	15,189.00	-15,189.00	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	235.90	1,061.55	-1,061.55	0.00 %
100-304-61002	Medicare	0.00	0.00	481.94	2,054.49	-2,054.49	0.00 %
100-304-61003	Social Security	0.00	0.00	2,060.73	8,784.67	-8,784.67	0.00 %
100-304-61004	Unemployment	0.00	0.00	553.10	553.10	-553.10	0.00 %
100-304-61006	TMRS	0.00	0.00	2,039.57	8,748.68	-8,748.68	0.00 %
100-304-63000	Office Maintenance/Repairs	19,860.00	19,860.00	967.36	3,042.39	16,817.61	84.68 %
100-304-63001	Equipment Maintenance	6,750.00	6,750.00	0.00	391.32	6,358.68	94.20 %
100-304-63002	Fleet Maintenance	78,020.00	78,020.00	1,495.82	5,985.18	72,034.82	92.33 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-304-63008	Stephenson Building & Lawn Maint	550.00	550.00	0.00	0.00	550.00 100.00 %
100-304-63009	Street/ROW Maintenance	211,005.00	211,005.00	5,700.31	2,100.31	208,904.69 99.00 %
100-304-64003	Uniforms	17,500.00	17,500.00	0.00	3,204.40	14,295.60 81.69 %
100-304-64006	Fleet Acquisition	361,000.00	361,000.00	35,665.52	35,665.52	325,334.48 90.12 %
100-304-64009	Maintenance Equipment	8,500.00	8,500.00	75.05	637.38	7,862.62 92.50 %
100-304-64010	Maintenance Supplies	6,500.00	6,500.00	226.34	662.88	5,837.12 89.80 %
100-304-65001	Street Electricity	20,000.00	20,000.00	1,562.99	4,876.57	15,123.43 75.62 %
100-304-65002	City Streets Water	4,000.00	4,000.00	281.63	845.11	3,154.89 78.87 %
100-304-65003	Office Electricity	5,500.00	5,500.00	493.92	1,453.97	4,046.03 73.56 %
100-304-65004	Office Water	650.00	650.00	39.93	121.82	528.18 81.26 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	76.90	229.90	1,270.10 84.67 %
100-304-65006	Stephenson Water	500.00	500.00	35.18	106.22	393.78 78.76 %
100-304-65009	Triangle Electric	0.00	0.00	38.25	114.75	-114.75 0.00 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	0.00	2,000.00 100.00 %
100-304-69006	Stephenson Bldg Improvements	92,025.00	92,025.00	55,406.40	58,256.40	33,768.60 36.70 %
100-304-69010	Downtown Bathroom	200,000.00	200,000.00	0.00	0.00	200,000.00 100.00 %
100-304-69011	City Hall Planning	20,000.00	20,000.00	0.00	0.00	20,000.00 100.00 %
100-304-71002	Street Improvements	660,000.00	660,000.00	0.00	0.00	660,000.00 100.00 %
100-304-71003	City Hall Improvements	556,000.00	556,000.00	0.00	0.00	556,000.00 100.00 %
Department: 304 - Maintenance Total:		2,271,860.00	2,271,860.00	145,390.49	301,766.92	1,970,093.08 86.72%
Department: 400 - Parks & Recreation						
100-400-60000	Regular Employees	0.00	0.00	17,710.25	64,694.87	-64,694.87 0.00 %
100-400-60001	Part-time Employees	27,801.76	27,801.76	0.00	0.00	27,801.76 100.00 %
100-400-60002	Overtime	0.00	0.00	96.62	716.13	-716.13 0.00 %
100-400-60005	Camp Staff	0.00	0.00	6,599.72	13,933.38	-13,933.38 0.00 %
100-400-61000	Health Insurance	0.00	0.00	531.21	2,381.86	-2,381.86 0.00 %
100-400-61001	Dental Insurance	0.00	0.00	34.62	158.01	-158.01 0.00 %
100-400-61002	Medicare	0.00	0.00	352.34	1,142.58	-1,142.58 0.00 %
100-400-61003	Social Security	0.00	0.00	1,506.60	4,885.68	-4,885.68 0.00 %
100-400-61004	Unemployment	0.00	0.00	390.53	567.06	-567.06 0.00 %
100-400-61006	TMRS	0.00	0.00	1,050.60	3,899.04	-3,899.04 0.00 %
100-400-63004	Dues, Fees & Subscriptions	3,402.00	3,402.00	0.00	0.00	3,402.00 100.00 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	0.00	570.00	-570.00 0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	0.00	500.00	-500.00 0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	0.00	650.00	-650.00 0.00 %
100-400-63013	General Parks Maintenance	9,000.00	9,000.00	6.83	350.02	8,649.98 96.11 %
100-400-63015	Founders Park/Pool Maintenance	17,740.00	17,740.00	0.00	2,405.71	15,334.29 86.44 %
100-400-63016	Sports & Rec Park Maintenance	42,920.00	42,920.00	1,605.58	1,657.06	41,262.94 96.14 %
100-400-63017	Charro Ranch Park Maintenance	9,300.00	9,300.00	229.09	229.09	9,070.91 97.54 %
100-400-63018	Triangle/Veterans Park Maintenanc	700.00	700.00	0.00	24.99	675.01 96.43 %
100-400-63036	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00 100.00 %
100-400-63037	Rathgeber Maintenance	0.00	0.00	0.00	29.99	-29.99 0.00 %
100-400-64005	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00 100.00 %
100-400-64011	Park Supplies	8,550.00	8,550.00	0.00	416.21	8,133.79 95.13 %
100-400-64012	Charro Ranch Supplies	1,250.00	1,250.00	0.00	0.00	1,250.00 100.00 %
100-400-64013	Founders Park/Pool Supplies	0.00	0.00	81.99	306.98	-306.98 0.00 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	0.00	400.00 100.00 %
100-400-64015	Park Program & Event Supplies	10,950.00	10,950.00	0.00	3,525.95	7,424.05 67.80 %
100-400-64033	Rathgeber Supplies	600.00	600.00	0.00	23.21	576.79 96.13 %
100-400-65000	Network/Phone	8,568.00	8,568.00	0.00	0.00	8,568.00 100.00 %
100-400-65007	Portable Toilets	7,250.00	7,250.00	175.00	1,990.00	5,260.00 72.55 %
100-400-65009	Triangle Electric	500.00	500.00	0.00	0.00	500.00 100.00 %
100-400-65010	Triangle Water	500.00	500.00	35.18	105.54	394.46 78.89 %
100-400-65011	Sports & Rec Park Water	13,000.00	13,000.00	5,561.57	-10,063.47	23,063.47 177.41 %
100-400-65012	Sports & Rec Park Electricity	2,500.00	2,500.00	-733.57	212.36	2,287.64 91.51 %
100-400-65014	Founders Park/Pool Electricity	0.00	0.00	452.36	1,415.45	-1,415.45 0.00 %
100-400-66001	Advertising	16,250.00	16,250.00	285.07	3,464.28	12,785.72 78.68 %
100-400-70003	Other Expenses	13,320.00	13,320.00	0.00	0.00	13,320.00 100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-400-71004	All Parks Improvements	156,500.00	156,500.00	0.00	488.93	156,011.07	99.69 %
100-400-71005	Founders Park/Pool Improvmts	597,000.00	597,000.00	0.00	0.00	597,000.00	100.00 %
100-400-71006	Sports & Rec Park Improvements	54,000.00	54,000.00	0.00	0.00	54,000.00	100.00 %
100-400-71007	Charro Ranch Improvements	600.00	600.00	0.00	0.00	600.00	100.00 %
100-400-71010	Rathgeber Improvements	215,000.00	215,000.00	0.00	53,971.83	161,028.17	74.90 %
100-400-71012	Skate Park Improvements	150,000.00	150,000.00	0.00	75,000.00	75,000.00	50.00 %
Department: 400 - Parks & Recreation Total:		1,369,101.76	1,369,101.76	35,971.59	229,652.74	1,139,449.02	83.23%
Department: 401 - DSRP							
100-401-60000	Regular Employees	540,752.60	540,752.60	42,617.22	190,036.07	350,716.53	64.86 %
100-401-60002	Overtime	0.00	0.00	177.27	3,435.91	-3,435.91	0.00 %
100-401-60003	On Call Pay	0.00	0.00	800.00	3,600.00	-3,600.00	0.00 %
100-401-61000	Health Insurance	66,694.30	66,694.30	5,262.41	22,208.60	44,485.70	66.70 %
100-401-61001	Dental Insurance	0.00	0.00	369.78	1,559.70	-1,559.70	0.00 %
100-401-61002	Medicare	0.00	0.00	596.21	2,697.00	-2,697.00	0.00 %
100-401-61003	Social Security	0.00	0.00	2,549.34	11,532.10	-11,532.10	0.00 %
100-401-61004	Unemployment	0.00	0.00	697.49	767.79	-767.79	0.00 %
100-401-61005	Federal Withholding	43,887.57	43,887.57	0.00	0.00	43,887.57	100.00 %
100-401-61006	TMRS	31,931.44	31,931.44	2,572.08	11,578.85	20,352.59	63.74 %
Department: 401 - DSRP Total:		683,265.91	683,265.91	55,641.80	247,416.02	435,849.89	63.79%
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	0.00	10,672.19	-10,672.19	0.00 %
100-402-60007	Aquatic Staff	130,642.09	130,642.09	0.00	0.00	130,642.09	100.00 %
100-402-61000	Health Insurance	0.00	0.00	0.00	1,446.26	-1,446.26	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	0.00	101.10	-101.10	0.00 %
100-402-61002	Medicare	0.00	0.00	0.00	138.70	-138.70	0.00 %
100-402-61003	Social Security	0.00	0.00	0.00	593.11	-593.11	0.00 %
100-402-61006	TMRS	0.00	0.00	0.00	628.57	-628.57	0.00 %
100-402-63015	Founders Park/Pool Maintenance	36,000.00	36,000.00	0.00	0.00	36,000.00	100.00 %
100-402-64013	Pool Supplies	40,075.00	40,075.00	340.05	340.05	39,734.95	99.15 %
100-402-65000	Network/Phone	3,040.00	3,040.00	1,275.64	2,511.02	528.98	17.40 %
100-402-65013	FMP Pool/Pavilion Water	6,000.00	6,000.00	179.04	592.88	5,407.12	90.12 %
100-402-65014	FMP Pool/Pavilion Electric	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-402-65019	Propane/Natural Gas	13,250.00	13,250.00	0.00	0.00	13,250.00	100.00 %
Department: 402 - Aquatics Total:		234,007.09	234,007.09	1,794.73	17,023.88	216,983.21	92.73%
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
100-404-63038	FD Transportation	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
100-404-64016	FD Event Supplies	7,750.00	7,750.00	0.00	0.00	7,750.00	100.00 %
100-404-64017	FD Event Tent, Table, & Chairs	4,400.00	4,400.00	0.00	0.00	4,400.00	100.00 %
100-404-64018	FD Barricades	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00 %
100-404-65007	Portable Toilets	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
100-404-65016	FD Electricity	2,225.00	2,225.00	0.00	0.00	2,225.00	100.00 %
100-404-66008	FD Parade	650.00	650.00	0.00	0.00	650.00	100.00 %
100-404-66009	FD Publicity	2,500.00	2,500.00	350.00	350.00	2,150.00	86.00 %
100-404-66010	Events, Entertainment & Activities	22,500.00	22,500.00	0.00	0.00	22,500.00	100.00 %
100-404-66012	FD Sponsorship	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-404-68005	FD Security	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00 %
100-404-68006	FD Health, Safety & Lighting	30,500.00	30,500.00	0.00	0.00	30,500.00	100.00 %
Department: 404 - Founders Day Total:		160,025.00	160,025.00	350.00	350.00	159,675.00	99.78%
Department: 500 - Emergency Management							
100-500-60000	Regular Employees	0.00	0.00	6,074.32	27,735.70	-27,735.70	0.00 %
100-500-61000	Health Insurance	0.00	0.00	17.06	75.65	-75.65	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	33.70	151.65	-151.65	0.00 %
100-500-61002	Medicare	0.00	0.00	87.32	398.75	-398.75	0.00 %
100-500-61003	Social Security	0.00	0.00	373.34	1,704.87	-1,704.87	0.00 %
100-500-61004	Unemployment	0.00	0.00	97.18	97.18	-97.18	0.00 %
100-500-61006	TMRS	0.00	0.00	358.38	1,634.69	-1,634.69	0.00 %

Budget Report

For Fiscal: FY 2024 Period Ending: Item 3. 4

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-500-68000	Emergency Management Equip	79,200.00	79,200.00	15,698.26	17,996.08	61,203.92	77.28 %
100-500-68001	Emergency Fire & Safety	996.00	996.00	0.00	0.00	996.00	100.00 %
100-500-68002	Emergency Management PR	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
100-500-68003	Emergency Equipment Maint	12,102.00	12,102.00	1,182.82	4,276.09	7,825.91	64.67 %
Department: 500 - Emergency Management Total:		94,298.00	94,298.00	23,922.38	54,070.66	40,227.34	42.66%
Expense Total:		14,982,336.51	15,080,706.43	770,020.67	2,812,561.32	12,268,145.11	81.35%
Fund: 100 - General Fund Surplus (Deficit):		-3,149,377.15	-3,247,747.07	-6,245.52	-72,854.69	3,174,892.38	97.76%

Fund: 200 - Dripping Springs Ranch Park

Revenue

Department: 401 - DSRP

200-401-42008	Riding Permit Fees	9,500.00	9,500.00	2,460.00	4,120.00	-5,380.00	56.63 %
200-401-43010	Stall Rental Fees	37,200.00	37,200.00	12,468.00	24,979.99	-12,220.01	32.85 %
200-401-43011	RV Site Rental Fees	19,000.00	19,000.00	9,335.77	11,280.82	-7,719.18	40.63 %
200-401-43012	Facility Rental Fees	113,500.00	113,500.00	25,477.24	51,584.01	-61,915.99	54.55 %
200-401-43013	Equipment Rental Fees	6,000.00	6,000.00	1,379.48	4,529.48	-1,470.52	24.51 %
200-401-43014	Staff & Miscellaneous Fees	4,000.00	4,000.00	0.00	1,150.00	-2,850.00	71.25 %
200-401-43015	Cleaning Fees	25,000.00	25,000.00	4,700.00	9,569.46	-15,430.54	61.72 %
200-401-44000	Sponsorships & Donations	52,275.00	52,275.00	1,001.00	1,271.00	-51,004.00	97.57 %
200-401-44005	Coyote Camp	137,100.00	137,100.00	4,030.00	4,510.00	-132,590.00	96.71 %
200-401-44006	Riding Series	35,000.00	35,000.00	9,150.00	14,849.25	-20,150.75	57.57 %
200-401-44007	Miscellaneous Events	2,000.00	2,000.00	7,537.00	22,665.00	20,665.00	1,133.25 %
200-401-44008	Program Fees	15,100.00	15,100.00	14,522.50	14,769.50	-330.50	2.19 %
200-401-44009	Ice Rink	0.00	0.00	77,185.00	82,265.00	82,265.00	0.00 %
200-401-44011	Ice Rink	329,425.00	320,625.00	0.00	0.00	-320,625.00	100.00 %
200-401-44012	Rink Merchandise	0.00	0.00	417.00	439.00	439.00	0.00 %
200-401-46001	Other Revenues	500.00	500.00	198.00	423.00	-77.00	15.40 %
200-401-46002	Interest	2,000.00	2,000.00	445.68	3,843.62	1,843.62	192.18 %
200-401-46006	Merchandise Sales	22,065.20	22,065.20	4,198.51	11,411.52	-10,653.68	48.28 %
200-401-47005	Transfer from HOT Fund	300,000.00	308,800.00	150,000.00	150,000.00	-158,800.00	51.42 %
Department: 401 - DSRP Total:		1,109,665.20	1,109,665.20	324,505.18	413,660.65	-696,004.55	62.72%
Revenue Total:		1,109,665.20	1,109,665.20	324,505.18	413,660.65	-696,004.55	62.72%

Expense

Department: 400 - Parks & Recreation

200-400-63035	Ranch House Maintenance	10,000.00	10,000.00	360.00	1,750.09	8,249.91	82.50 %
200-400-64024	Ranch House Supplies	1,000.00	1,000.00	15.38	15.38	984.62	98.46 %
Department: 400 - Parks & Recreation Total:		11,000.00	11,000.00	375.38	1,765.47	9,234.53	83.95%

Department: 401 - DSRP

200-401-60003	On Call Pay	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00 %
200-401-60005	Camp Staff	108,246.48	108,246.48	0.00	0.00	108,246.48	100.00 %
200-401-63000	Building/Office Maintenance	0.00	0.00	7,857.74	20,868.57	-20,868.57	0.00 %
200-401-63001	Equipment Maintenance	25,000.00	25,000.00	892.13	2,438.05	22,561.95	90.25 %
200-401-63002	Fleet Maintenance	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
200-401-63003	Lawn Maintenance	0.00	0.00	0.00	1,297.11	-1,297.11	0.00 %
200-401-63004	Dues, Fees & Subscriptions	5,127.50	5,127.50	698.09	2,043.78	3,083.72	60.14 %
200-401-63005	Training/Continuing Education	12,400.00	12,400.00	109.95	109.95	12,290.05	99.11 %
200-401-63023	General Maintenance	177,387.24	177,387.24	160.35	373.86	177,013.38	99.79 %
200-401-63024	Stall Cleaning & Repair	4,000.00	4,000.00	2,800.00	4,200.00	-200.00	-5.00 %
200-401-63028	Lift Station Maintenance	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
200-401-64000	Office Supplies	10,000.00	10,000.00	648.26	1,103.42	8,896.58	88.97 %
200-401-64001	IT Equipment	5,000.00	5,000.00	0.00	4,055.46	944.54	18.89 %
200-401-64003	Uniforms	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
200-401-64005	Equipment Rental	2,000.00	2,000.00	0.00	6,621.62	-4,621.62	-231.08 %
200-401-64011	Park Supplies	13,545.00	13,545.00	0.00	0.00	13,545.00	100.00 %
200-401-64021	Merchandise	17,065.20	17,065.20	28.62	12,381.62	4,683.58	27.45 %
200-401-64023	Equipment	20,000.00	20,000.00	699.00	1,448.00	18,552.00	92.76 %
200-401-64026	Sponsorship Expenses	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-64027	Coyote Camp	16,000.00	16,000.00	191.21	321.42	15,678.58	97.99 %
200-401-64028	Riding Series	32,000.00	32,000.00	719.63	8,394.49	23,605.51	73.77 %
200-401-64029	Miscellaneous Events	700.00	700.00	0.00	12,589.86	-11,889.86	-1,698.55 %
200-401-64030	Programing	8,000.00	8,000.00	320.00	765.21	7,234.79	90.43 %
200-401-64031	Concert Series	0.00	0.00	503.50	503.50	-503.50	0.00 %
200-401-64038	Ice Rink	242,719.40	242,719.40	153,725.73	167,635.92	75,083.48	30.93 %
200-401-65000	Network/Phone	14,518.00	14,518.00	1,156.12	7,142.17	7,375.83	50.80 %
200-401-65005	Water	7,000.00	7,000.00	1,392.67	4,143.54	2,856.46	40.81 %
200-401-65007	Portable Toilets	2,500.00	2,500.00	80.00	320.00	2,180.00	87.20 %
200-401-65008	Alarm	6,660.00	6,660.00	3,693.88	4,709.98	1,950.02	29.28 %
200-401-65017	Electricity	60,000.00	60,000.00	9,126.97	21,642.38	38,357.62	63.93 %
200-401-65018	Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019	Propane/Natural Gas	2,500.00	2,500.00	460.91	467.83	2,032.17	81.29 %
200-401-66001	Advertising	15,000.00	15,000.00	0.00	60.00	14,940.00	99.60 %
200-401-70001	Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
200-401-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	19,749.52	68,611.18	-18,611.18	-37.22 %
200-401-70003	Other Expenses	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
200-401-70004	Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %
200-401-70007	Sponsored Events	7,900.00	7,900.00	0.00	0.00	7,900.00	100.00 %
200-401-70013	DSRP Sales Tax	0.00	0.00	657.98	657.98	-657.98	0.00 %
200-401-71008	DSRP Improvements	355,000.00	355,000.00	0.00	2,190.00	352,810.00	99.38 %
200-401-90013	Transfer to Vehicle Replacement Fu	32,145.00	32,145.00	0.00	0.00	32,145.00	100.00 %
	Department: 401 - DSRP Total:	1,320,363.82	1,320,363.82	205,672.26	357,096.90	963,266.92	72.95%
	Expense Total:	1,331,363.82	1,331,363.82	206,047.64	358,862.37	972,501.45	73.05%
	Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-221,698.62	-221,698.62	118,457.54	54,798.28	276,496.90	124.72%
Fund: 400 - Utilities							
Revenue							
Department: 000 - Undesignated							
400-000-43024	Over Use Fees	335,135.58	335,135.58	0.00	0.00	-335,135.58	100.00 %
400-000-43025	Reuse Fees	204,350.00	204,350.00	0.00	0.00	-204,350.00	100.00 %
400-000-46001	Other Revenues	0.00	0.00	0.00	577,620.99	577,620.99	0.00 %
	Department: 000 - Undesignated Total:	539,485.58	539,485.58	0.00	577,620.99	38,135.41	7.07%
Department: 300 - Wastewater							
400-300-43018	Wastewater Service Fees	1,478,767.68	1,478,767.68	142,108.91	685,800.29	-792,967.39	53.62 %
400-300-43020	Late Fees	9,600.00	9,600.00	1,842.62	7,524.37	-2,075.63	21.62 %
400-300-43021	Delayed Connection Fees	5,000.00	5,000.00	0.00	0.00	-5,000.00	100.00 %
400-300-43024	Over Use Fees	0.00	0.00	13,627.52	73,978.34	73,978.34	0.00 %
400-300-43025	Reuse Fees	0.00	0.00	927.70	3,066.94	3,066.94	0.00 %
400-300-46001	Other Revenues	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
400-300-47008	Transfer from TWDB	14,715,000.00	14,715,000.00	0.00	0.00	-14,715,000.00	100.00 %
400-300-47009	Sales Tax	760,000.00	760,000.00	0.00	150,697.64	-609,302.36	80.17 %
	Department: 300 - Wastewater Total:	17,028,367.68	17,028,367.68	158,506.75	921,067.58	-16,107,300.10	94.59%
Department: 301 - Water							
400-301-43038	Meter Set Fees	5,000.00	5,000.00	100.00	500.00	-4,500.00	90.00 %
400-301-43040	Water Base Rate	63,840.00	63,840.00	4,097.75	12,191.75	-51,648.25	80.90 %
400-301-43041	Water Usage	100,000.00	100,000.00	51,531.00	92,898.15	-7,101.85	7.10 %
400-301-43043	Equipment Fee	36,200.00	36,200.00	724.00	2,896.00	-33,304.00	92.00 %
400-301-43044	Inspection Fees	5,000.00	5,000.00	100.00	400.00	-4,600.00	92.00 %
400-301-46001	Other Revenues	6,000.00	6,000.00	0.00	256.56	-5,743.44	95.72 %
	Department: 301 - Water Total:	216,040.00	216,040.00	56,552.75	109,142.46	-106,897.54	49.48%
Department: 310 - Utility Operations							
400-310-41001	PEC Franchise Fee	130,000.00	130,000.00	0.00	61,676.54	-68,323.46	52.56 %
400-310-41002	ROW Fees	6,000.00	6,000.00	35.97	1,202.79	-4,797.21	79.95 %
400-310-41003	Cable Franchise Fees	130,000.00	130,000.00	0.00	38,863.48	-91,136.52	70.11 %
400-310-41004	Texas Gas Franchise Fee	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %

Budget Report

For Fiscal: FY 2024 Period Ending: Item 3. 4

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-310-46002 Interest	60,000.00	60,000.00	15,997.72	63,037.24	3,037.24	105.06 %
Department: 310 - Utility Operations Total:	329,000.00	329,000.00	16,033.69	164,780.05	-164,219.95	49.91%
Revenue Total:	18,112,893.26	18,112,893.26	231,093.19	1,772,611.08	-16,340,282.18	90.21%
Expense						
Department: 300 - Wastewater						
400-300-60000 Regular Employees	0.00	0.00	3,766.40	17,325.60	-17,325.60	0.00 %
400-300-60002 Overtime	0.00	0.00	34.95	299.60	-299.60	0.00 %
400-300-61000 Health Insurance	0.00	0.00	479.40	2,156.62	-2,156.62	0.00 %
400-300-61001 Dental Insurance	0.00	0.00	33.70	151.65	-151.65	0.00 %
400-300-61002 Medicare	0.00	0.00	54.95	254.78	-254.78	0.00 %
400-300-61003 Social Security	0.00	0.00	234.92	1,089.34	-1,089.34	0.00 %
400-300-61004 Unemployment	0.00	0.00	60.82	60.82	-60.82	0.00 %
400-300-61006 TMRS	0.00	0.00	224.28	1,031.71	-1,031.71	0.00 %
400-300-62002 Engineering and Surveying	857,000.00	857,000.00	0.00	1,022.50	855,977.50	99.88 %
400-300-62019 Planning and Permitting	5,000.00	5,000.00	0.00	3,117.76	1,882.24	37.64 %
400-300-63004 Dues, Fees & Subscriptions	0.00	0.00	510.38	868.27	-868.27	0.00 %
400-300-63025 Wastewater Treatment Plant Maint	92,430.00	92,430.00	0.00	0.00	92,430.00	100.00 %
400-300-63026 Routine Operations	87,000.00	87,000.00	3,119.38	8,686.61	78,313.39	90.02 %
400-300-63027 Operations Non Routine	85,800.00	85,800.00	426.87	7,321.29	78,478.71	91.47 %
400-300-63028 Lift Station Maintenance	64,300.00	64,300.00	8,402.88	26,375.18	37,924.82	58.98 %
400-300-63029 Sanitary Sewer Line Maintenance	51,360.00	193,630.14	0.00	25,150.46	168,479.68	87.01 %
400-300-63030 Drip Field Maintenance	30,000.00	30,000.00	38.43	505.97	29,494.03	98.31 %
400-300-63031 Sludge Hauling	150,000.00	150,000.00	17,207.97	29,755.00	120,245.00	80.16 %
400-300-63033 Wastewater Flow Measurement	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
400-300-63034 Utility Operations	0.00	0.00	16,132.50	16,752.50	-16,752.50	0.00 %
400-300-64010 Supplies	28,500.00	28,500.00	1,643.65	2,392.69	26,107.31	91.60 %
400-300-64022 Chemicals	15,000.00	15,000.00	1,272.97	2,360.45	12,639.55	84.26 %
400-300-65000 Network/Phone	0.00	0.00	800.72	800.72	-800.72	0.00 %
400-300-65017 Electric	80,000.00	80,000.00	12,800.02	12,800.02	67,199.98	84.00 %
400-300-70003 Other Expenses	85,000.00	85,000.00	22.97	3,374.88	81,625.12	96.03 %
400-300-71000 Capital Projects	2,000,000.00	2,670,464.62	0.00	605,692.22	2,064,772.40	77.32 %
400-300-72001 TWDB - Capital Projects	16,175,000.00	16,175,000.00	0.00	0.00	16,175,000.00	100.00 %
400-300-72002 TWDB - Engineering and Design	485,000.00	485,000.00	0.00	35,790.00	449,210.00	92.62 %
400-300-72003 TWDB - Special Counsel and Consul	0.00	0.00	0.00	1,687.50	-1,687.50	0.00 %
400-300-72004 TWDB - Misc.	230,000.00	230,000.00	0.00	550.00	229,450.00	99.76 %
400-300-72005 TWDB - Land Acquisition	0.00	0.00	30,000.00	30,000.00	-30,000.00	0.00 %
400-300-90013 Transfer to Vehicle Replacement Fu	37,936.00	37,936.00	0.00	0.00	37,936.00	100.00 %
Department: 300 - Wastewater Total:	20,568,326.00	21,381,060.76	97,268.16	837,374.14	20,543,686.62	96.08%
Department: 301 - Water						
400-301-62020 Lab Testing	0.00	0.00	18.36	18.36	-18.36	0.00 %
400-301-63026 Routine Operations	25,000.00	25,000.00	0.00	293.55	24,706.45	98.83 %
400-301-63027 Operations Non Routine	10,000.00	10,000.00	94.05	94.05	9,905.95	99.06 %
400-301-63032 Water Line Maintenance & Repair	20,000.00	22,210.11	5,759.23	22,061.29	148.82	0.67 %
400-301-63034 Utility Operations	0.00	0.00	0.00	100.00	-100.00	0.00 %
400-301-64010 Supplies	50,000.00	52,368.61	0.00	6,076.79	46,291.82	88.40 %
Department: 301 - Water Total:	105,000.00	109,578.72	5,871.64	28,644.04	80,934.68	73.86%
Department: 310 - Utility Operations						
400-310-60000 Regular Employees	527,345.98	527,345.98	30,778.44	116,094.43	411,251.55	77.99 %
400-310-60002 Overtime	0.00	0.00	2,260.85	7,231.42	-7,231.42	0.00 %
400-310-60003 On Call Pay	10,400.00	10,400.00	1,102.46	7,374.92	3,025.08	29.09 %
400-310-61000 Health Insurance	59,572.49	59,572.49	2,430.66	10,871.72	48,700.77	81.75 %
400-310-61001 Dental Insurance	0.00	0.00	168.50	758.25	-758.25	0.00 %
400-310-61002 Medicare	0.00	0.00	470.22	1,783.46	-1,783.46	0.00 %
400-310-61004 Unemployment	0.00	0.00	546.26	653.48	-653.48	0.00 %
400-310-61005 Federal Withholding	42,609.97	42,609.97	0.00	0.00	42,609.97	100.00 %
400-310-61006 TMRS	30,894.73	30,894.73	2,014.34	7,799.17	23,095.56	74.76 %
400-310-62001 Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-310-62003	Special Counsel and Consultants	50,000.00	50,000.00	0.00	5,478.75	44,521.25	89.04 %
400-310-62020	Lab Testing	30,000.00	30,000.00	2,471.25	8,030.25	21,969.75	73.23 %
400-310-63001	Equipment Maintenance	10,000.00	10,000.00	0.00	193.12	9,806.88	98.07 %
400-310-63002	Fleet Maintenance	12,000.00	12,000.00	0.00	735.47	11,264.53	93.87 %
400-310-63005	Training/Continuing Education	13,305.00	16,330.51	990.00	1,485.00	14,845.51	90.91 %
400-310-63034	Utility Operations	355,560.00	355,560.00	77.93	125.93	355,434.07	99.96 %
400-310-64001	IT Equipment & Support	4,340.00	4,340.00	109.18	1,179.16	3,160.84	72.83 %
400-310-64002	Software	15,313.00	15,313.00	650.00	13,295.44	2,017.56	13.18 %
400-310-64003	Uniforms	7,470.00	7,470.00	855.23	3,819.83	3,650.17	48.86 %
400-310-64006	Fleet Acquisition	62,000.00	62,000.00	0.00	0.00	62,000.00	100.00 %
400-310-64008	Fuel	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
400-310-64023	Equipment	53,000.00	53,000.00	0.00	18,086.65	34,913.35	65.87 %
400-310-65000	Network/Phone	16,250.00	16,250.00	209.26	18,540.64	-2,290.64	-14.10 %
Department: 310 - Utility Operations Total:		1,330,061.17	1,333,086.68	45,134.58	223,537.09	1,109,549.59	83.23%
Department: 311 - Arrowhead Wastewater Plant							
400-311-63025	Arrowhead - Wastewater Treatment	18,325.00	18,325.00	21.44	2,592.87	15,732.13	85.85 %
400-311-63026	Arrowhead - Routine Operations	23,250.00	23,250.00	8,381.08	16,780.62	6,469.38	27.83 %
400-311-63027	Arrowhead - Non-Routine Operatio	21,450.00	21,450.00	2,664.23	3,808.27	17,641.73	82.25 %
400-311-63028	Arrowhead - Lift Station Maintenanc	6,500.00	6,500.00	1,368.56	1,400.16	5,099.84	78.46 %
400-311-63030	Arrowhead - Drip Field Maintenanc	51,500.00	51,500.00	0.00	0.00	51,500.00	100.00 %
400-311-63031	Arrowhead - Sludge Hauling	39,000.00	39,000.00	0.00	12,384.09	26,615.91	68.25 %
400-311-64010	Arrowhead - Supplies	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %
400-311-64022	Arrowhead - Chemicals	13,000.00	13,000.00	2,067.20	4,852.60	8,147.40	62.67 %
400-311-65017	Arrowhead - Electricity	20,000.00	20,000.00	1,602.96	1,602.96	18,397.04	91.99 %
400-311-71000	Arrowhead - Capital Projects	2,029,109.57	2,029,109.57	0.00	47,760.00	1,981,349.57	97.65 %
Department: 311 - Arrowhead Wastewater Plant Total:		2,229,634.57	2,229,634.57	16,105.47	91,181.57	2,138,453.00	95.91%
Expense Total:		24,233,021.74	25,053,360.73	164,379.85	1,180,736.84	23,872,623.89	95.29%
Fund: 400 - Utilities Surplus (Deficit):		-6,120,128.48	-6,940,467.47	66,713.34	591,874.24	7,532,341.71	108.53%
Report Surplus (Deficit):		-9,491,204.25	-10,409,913.16	178,925.36	573,817.83	10,983,730.99	105.51%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	7,763,445.36	7,763,445.36	553,185.60	2,043,905.49	-5,719,539.87	73.67%
105 - Communications	110,209.00	110,209.00	11,840.00	20,577.13	-89,631.87	81.33%
200 - Planning & Development	1,628,875.00	1,628,875.00	86,800.87	288,663.03	-1,340,211.97	82.28%
201 - Building	1,550,000.00	1,550,000.00	87,178.68	351,515.98	-1,198,484.02	77.32%
400 - Parks & Recreation	579,880.00	579,880.00	0.00	9,400.00	-570,480.00	98.38%
402 - Aquatics	76,100.00	76,100.00	0.00	0.00	-76,100.00	100.00%
404 - Founders Day	124,450.00	124,450.00	24,770.00	25,645.00	-98,805.00	79.39%
Revenue Total:	11,832,959.36	11,832,959.36	763,775.15	2,739,706.63	-9,093,252.73	76.85%
Expense						
000 - Undesignated	5,797,331.91	5,797,331.91	3,600.49	75,559.00	5,721,772.91	98.70%
100 - City Council/Boards & Commissions	17,000.00	17,000.00	0.00	60,000.00	-43,000.00	-252.94%
101 - City Administrators Office	0.00	0.00	43,352.93	205,127.84	-205,127.84	0.00%
102 - City Secretary	29,120.00	29,120.00	14,143.90	63,920.21	-34,800.21	-119.51%
103 - Courts	15,500.00	15,500.00	1,000.00	1,500.00	14,000.00	90.32%
104 - City Attorney	49,000.00	49,000.00	25,303.87	81,059.95	-32,059.95	-65.43%
105 - Communications	132,309.00	132,309.00	28,746.37	110,283.91	22,025.09	16.65%
106 - IT	389,894.84	389,894.84	37,239.47	212,283.71	177,611.13	45.55%
107 - Finance	1,494,123.00	1,494,123.00	50,741.57	346,383.70	1,147,739.30	76.82%
200 - Planning & Development	313,500.00	411,869.92	28,696.27	120,110.19	291,759.73	70.84%
201 - Building	792,000.00	792,000.00	88,702.10	336,971.53	455,028.47	57.45%
300 - Wastewater	1,140,000.00	1,140,000.00	185,422.71	349,081.06	790,918.94	69.38%
304 - Maintenance	2,271,860.00	2,271,860.00	145,390.49	301,766.92	1,970,093.08	86.72%
400 - Parks & Recreation	1,369,101.76	1,369,101.76	35,971.59	229,652.74	1,139,449.02	83.23%
401 - DSRP	683,265.91	683,265.91	55,641.80	247,416.02	435,849.89	63.79%
402 - Aquatics	234,007.09	234,007.09	1,794.73	17,023.88	216,983.21	92.73%
404 - Founders Day	160,025.00	160,025.00	350.00	350.00	159,675.00	99.78%
500 - Emergency Management	94,298.00	94,298.00	23,922.38	54,070.66	40,227.34	42.66%
Expense Total:	14,982,336.51	15,080,706.43	770,020.67	2,812,561.32	12,268,145.11	81.35%
Fund: 100 - General Fund Surplus (Deficit):	-3,149,377.15	-3,247,747.07	-6,245.52	-72,854.69	3,174,892.38	97.76%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,109,665.20	1,109,665.20	324,505.18	413,660.65	-696,004.55	62.72%
Revenue Total:	1,109,665.20	1,109,665.20	324,505.18	413,660.65	-696,004.55	62.72%
Expense						
400 - Parks & Recreation	11,000.00	11,000.00	375.38	1,765.47	9,234.53	83.95%
401 - DSRP	1,320,363.82	1,320,363.82	205,672.26	357,096.90	963,266.92	72.95%
Expense Total:	1,331,363.82	1,331,363.82	206,047.64	358,862.37	972,501.45	73.05%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-221,698.62	-221,698.62	118,457.54	54,798.28	276,496.90	124.72%
Fund: 400 - Utilities						
Revenue						
000 - Undesignated	539,485.58	539,485.58	0.00	577,620.99	38,135.41	7.07%
300 - Wastewater	17,028,367.68	17,028,367.68	158,506.75	921,067.58	-16,107,300.10	94.59%
301 - Water	216,040.00	216,040.00	56,552.75	109,142.46	-106,897.54	49.48%
310 - Utility Operations	329,000.00	329,000.00	16,033.69	164,780.05	-164,219.95	49.91%
Revenue Total:	18,112,893.26	18,112,893.26	231,093.19	1,772,611.08	-16,340,282.18	90.21%
Expense						
300 - Wastewater	20,568,326.00	21,381,060.76	97,268.16	837,374.14	20,543,686.62	96.08%
301 - Water	105,000.00	109,578.72	5,871.64	28,644.04	80,934.68	73.86%
310 - Utility Operations	1,330,061.17	1,333,086.68	45,134.58	223,537.09	1,109,549.59	83.23%
311 - Arrowhead Wastewater Plant	2,229,634.57	2,229,634.57	16,105.47	91,181.57	2,138,453.00	95.91%

Budget Report

For Fiscal: FY 2024 Period Ending: Item 3. 4

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense Total:	24,233,021.74	25,053,360.73	164,379.85	1,180,736.84	23,872,623.89	95.29%
Fund: 400 - Utilities Surplus (Deficit):	-6,120,128.48	-6,940,467.47	66,713.34	591,874.24	7,532,341.71	108.53%
Report Surplus (Deficit):	-9,491,204.25	-10,409,913.16	178,925.36	573,817.83	10,983,730.99	105.51%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-3,149,377.15	-3,247,747.07	-6,245.52	-72,854.69	3,174,892.38
200 - Dripping Springs Ranch Park	-221,698.62	-221,698.62	118,457.54	54,798.28	276,496.90
400 - Utilities	-6,120,128.48	-6,940,467.47	66,713.34	591,874.24	7,532,341.71
Report Surplus (Deficit):	-9,491,204.25	-10,409,913.16	178,925.36	573,817.83	10,983,730.99



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

Submitted By: Emily Nelson, DSRP Manager

Council Meeting Date: 2/20/24

Agenda Item Wording: **Approval of a Professional Services & Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for a Haunted House at Dripping Springs Ranch Park. Sponsor: Council Member Sherrie Parks**

Agenda Item Requestor: Council Member Sherrie Parks

Summary/Background: After a successful Haunted House event last year, Hell Country Haunts would like to host their Haunted House at Dripping Springs Ranch Park again this year.

No changes this year other than dates.

Commission Recommendations: DSRP Board voted to recommend approval of the agreement.

Recommended Council Actions: Approve as presented with DSRP staff facilitating all operational needs and any additional city requirements pre and post opening of the seasonal attraction/event.

Attachments: 1. Hell Country Productions, Use Agreement

Next Steps/Schedule: Execute agreement

PROFESSIONAL SERVICES CONTRACT AND USE AGREEMENT

This AGREEMENT is made and entered into this, the _____ day of _____ 2024 by and between the **City of Dripping Springs**, Texas, a municipal corporation (hereinafter referred to as “City”), and **Hell Country Productions, Inc.**, a registered Non-Profit in the State of Texas (hereinafter referred to as “Contractor”).

PREAMBLE:

~~WHEREAS, the City desires to offer independent Contractors to provide events and attractions in the parks; and~~

~~WHEREAS, the City finds that the contractor assumes all liability and shall be an independent Contractor as related to this agreement; and~~

~~WHEREAS, this agreement can be terminated without cause by either party giving thirty (30) days written notice to the other party; and~~

~~WHEREAS, the Contractor will provide and operate a Haunted House and Hayride (“attraction”) in Dripping Springs Ranch Park; and~~

~~WHEREAS, the Contractor will pay the City a park use fee equal to 40% of attraction ticket sales; and~~

~~WHEREAS, the City finds that it is in the best interest of the City and its residents to provide life enriching, seasonal attractions and events at its parks.~~

~~NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:~~

1. Project Summary: Contractor will provide a Haunted House and Hayride Attraction at the Dripping Springs Ranch Park Event Center.

2. Duties.

A. Duties of Contractor.

- (1) Build temporary set to serve as a Haunted House that adheres to approved specifications set forth by the City of Dripping Springs’ municipal codes to obtain proper and necessary permits for event. If set is altered from original proposed/approved submission, Contractor must obtain further City written approval of alterations immediately before commencing construction from the Ranch Park Manager or designee in consultation with the Emergency Management Coordinator.
- (2) Represent the City in a professional manner.

- (3) Communicate progress and goals with Dripping Springs Ranch Park Management.
- (4) Provide a safe environment for all attraction patrons by adhering to park rules as well as any rules or laws adopted by Hays County, the City of Dripping Springs, and the State of Texas.
- (5) Engage in excellent communication and customer service while working well with the public.
- (6) Submit security plan for approval to City Emergency Management Coordinator. Providing proof of retained security during the hours of operation.
- (7) Work with City Emergency Management Coordinator and Dripping Springs Ranch Park Management to create an Emergency Action Plan for the attraction.
- (8) Provide and operate a Hayride that transports patrons from parking to the Haunted House. City Emergency Management Coordinator and Dripping Springs Ranch Park Management must approve the Hayride vehicle, related equipment, and path.
- (9) Address any complaints or concerns from attraction patrons, recording and submitting to Dripping Springs Ranch Park Management any incidents and accidents.
- (10) Contractor will provide volunteers/staffing that will direct attraction patrons to the correct location accommodating event parking.
- (11) Contractor will operate the attraction Friday, October 4 (7:30pm-10:30pm), Saturday, October 5 (7:30pm-10:30pm), Friday, October 11 (7:30pm-10:30pm), Saturday, October 12 (7:30pm-10:30pm), Friday, October 18 (7:30pm-10:30pm), Saturday, October 19 (7:30pm – 10:30pm), October 25, (7:30pm – 10:30pm) 2024. Flexibility to provide a “soft close” will be provided by on-site attraction staff and city staff to accommodate long lines and facilitate a positive attraction patron experience.
- (12) Contractor will adhere to the Traffic Control Plan prepared by the City Engineer for the attraction.
- (13) All outdoor lighting and signage shall be provided for review and approved prior to placement on site.

Commented [CH1]: Aaron suggests using the first weekend for soft opening/VIP night, instead of fully operational.

Commented [LM2R1]: I think this language works for both options.

B. Duties of City.

- (1) The City shall provide space at Dripping Springs Ranch Park for the Contractor to construct and operate a Haunted House and to operate a Hayride.
- (2) Dripping Springs Ranch Park staff shall provide customer service by staffing the Event Center Business Office during all hours of attraction operation, provide for the attraction ticket sales, and support attraction operations.
- (3) City shall provide a safe, clean, and well-kept location at Dripping Springs Ranch Park for hosting the attraction.
- (4) City Engineer shall submit a Traffic Control Plan for the attraction to Dripping

Springs Ranch Park Management and the Contractor.

- (5) Dripping Springs Ranch Park Management will work with Contractor and with City Communications & Marketing Director on all print, internet, and social media advertisement and marketing. City Communications & Marketing Director will oversee and approve all advertising and media for the attraction.

- 2. **Duration.** The term of this Agreement shall be for beginning on Sunday, September 15, 2024 and ending on Sunday, November 3, 2024. ~~With hours of operation limited to Friday, October 4 (7:30pm-10:30pm), Saturday, October 5 (7:30pm-10:30pm), Friday, October 11 (7:30pm-10:30pm), Saturday, October 12 (7:30pm-10:30pm), Friday, October 18 (7:30pm-10:30pm), Saturday, October 19 (7:30pm-10:30pm), October 25, (7:30pm-10:30pm) 2024.~~ Flexibility to provide a “soft close” each evening of operation will be provided by on-site attraction staff and city staff to accommodate long lines and facilitate a positive attraction patron experience.

This agreement can be terminated without cause by either party giving thirty (30) days written notice to the other party.

The City, at its sole discretion for any reason whatsoever, may cancel this agreement at any time and without prior notice if the City determines that the activity is not in the best interest of the City.

3. **Pay/Fees.**

- A. All fees are subject to final approval by the City Council at the recommendation of the Parks and Community Services staff.
- B. ~~Contractor~~ City will ~~pay~~ retain a Use Fee equal to forty percent (40%) of gross attraction ticket sale revenue. ~~to have exclusive use of the Expansion Event Room at Dripping Springs Ranch Park.~~ City will pay Hays County Livestock Exposition ten percent (10%) of the City’s revenue for use of the Expansion Event Room.
- C. City will pay the Contractor sixty percent (60%) of the gross attraction ticket sale revenue collected by city staff through ticket sales. Ten percent (10%) of the Contractor’s revenue shall be donated to a 501(c)(3) of the Contractor’s choice. Payment will be accompanied by an accurate system-generated report accounting of total sales no later than seven business days after the conclusion of the event and presence of Contractor on premises, November 3, 2024.

- 4. **Notices.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

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

To the Contractor:
 Hell Country Productions, Inc.
 Attn: Aaron Sulser
 1032 Blue Ridge Dr.
 Dripping Springs, TX 78620

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Instructor or City may change the address for notices at any time with seven (7) days written notice to the other party.

5. General Provisions.

- A. Relationship of Parties:** It is understood by the parties that Contractor ~~Instructor~~ is an independent Contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of independent Contractor. The City may contract with other individuals or firms for entertainment services.
- B. Injuries/Insurance:** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in Attachment "A". Contractor waives the rights to recovery from City for any injuries that Contractor may sustain while performing services under this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.
- C. Indemnification:** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor.
- D. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- E. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).
- F. Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability. Neither CITY nor Instructor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in

performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

G. Entire Agreement: The text herein and attachments noted above shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

H. Effective Date: This Agreement shall become effective commencing on the date of execution as indicated below.

I. Severability: If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

J. Enforcement and Venue: This Agreement shall be construed under and according to the laws of the State of Texas and venue for enforcement shall be in Hays County.

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

IN WITNESS WHEREOF, the City of Dripping Springs has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Secretary, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF DRIPPING SPRINGS:

CONTRACTOR:

Bill Foulds, Jr., Mayor

Aaron Sulser, Hell Country Productions, Inc

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:

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

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least thirty (30) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

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

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

Type of Contract and Amount of Insurance:

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



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

Submitted By: Emily Nelson, DSRP Manager

Council Meeting Date: 2/20/24

Agenda Item Wording: **Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and the Texas Beef Initiative regarding Weekly Roping Practices and Events.** *Sponsor: Council Member Sherrie Parks*

Agenda Item Requestor: Andrew Binz

Summary/Background: This is the annual co-sponsorship renewal request for our roping club, Texas Beef Initiative.

Texas Beef Initiative purchased a Priefert Adjustable Cattle Chute and installed it at the lower arena. In exchange for the cattle chute the City will forgive the weekly arena fees for one year or a total of \$2600 is met.

Commission Recommendations: DSRP Board voted to approve this agreement.

Recommended Council Actions: Staff recommends renewing this agreement with the addition of the exchange of rental fees for the ownership one the Priefert Adjustable Cattle Chute.

Attachments: 2024 Texas Beef Initiative Co-Sponsorship Agreement

Next Steps/Schedule: Execute agreement.

CO-SPONSORSHIP AGREEMENT

This *Texas Beef Initiative Co-Sponsorship Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, (“City”), and the Texas Beef Initiative (“Co-Sponsor”).
2. **PURPOSE:** This Agreement serves as a statement or exchange of promises between the City and Co-Sponsor. It is enacted to provide clear responsibilities and duties for the use of the Dripping Springs Ranch Park (“DSRP”) by Co-Sponsor.
3. **DESCRIPTION:** Co-Sponsor is hereby engaged to organize and hold the following events (“Event”):
 - 3.1. Texas Beef Initiative weekly roping practices at a reduced rental cost of \$50 for the outdoor arena and \$100 for the indoor arena for up to three (3) hours of use per day.
 - 3.2. Texas Beef Initiative Sunday roping practices at a reduced rental cost of \$50 for the outdoor arena and \$100 for the indoor arena when there is facility availability for up to three (3) hours use per day.
 - 3.3. Scheduling of all events shall be in coordination with the DSRP staff and shall be scheduled at least sixty (60) days in advance of any event. An event rental agreement shall be completed for each event or series of events. Unless otherwise scheduled, roping practices shall be from 6 p.m. to 9 p.m. on scheduled dates. Any use outside of the hours or days shall be at an additional charge.
 - 3.4. Texas Beef Initiative shall purchase a Priefert adjustable cattle chute for the City of Dripping Springs. In exchange for the purchase of a Priefert adjustable cattle chute, the City will forgive fees for one year or until the amount of \$2600.00 is achieved. Once given, the chute shall become property of the City of Dripping Springs for use by the City and its customers including Texas Beef Initiative.
4. **SCOPE:** This Agreement applies to Co-Sponsor’s use of DSRP for the reasons stated above, which shall be conducted weekly beginning on March 7, 2024.
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas and performance shall take place at DSRP, the premises located at: 1042 Event Center Drive, Dripping Springs, TX, 78620.
6. **OBLIGATIONS OF THE CITY:**
 - 6.1. The City agrees to allow Co-Sponsor to use DSRP for the purpose stated in Section 3.
 - 6.2. The City and Co-Sponsor agree to jointly create a Committee to oversee the organization and execution of the Event. The Committee will consist of one representative appointed

by the City and two representatives appointed by Co-Sponsor.

- 6.3. The City agrees to grant Co-Sponsor access to the City's tractor and skid steer. Co-Sponsor agrees that all drivers of the tractor and skid steer must be approved and registered with the City. A written waiver of liability completed by each user of City equipment shall be completed before each use.
- 6.4. City agrees to provide Co-Sponsor with access to the following utilities for the limited purpose of Co-Sponsor's performance under this Agreement.
 - 6.4.1. Electricity
 - 6.4.2. Water
- 6.5. City shall provide trash cans for the event, for the collection and disposal of solid waste generated at the event.
- 6.6. City will provide staff for each event and shall provide that the arena is ready for each scheduled event.
- 6.7. City agrees to allow the Co-Sponsor to house stock at the park.

7. OBLIGATIONS OF THE CO-SPONSOR:

- 7.1. Co-Sponsor agrees to provide all volunteer labor needed to operate and oversee all aspects of the Event.
- 7.2. Co-Sponsor will be responsible for the care and feeding of its cattle at DSRP and all expenses related to the care and feeding of the cattle.
- 7.3. Co-Sponsor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.4. Co-Sponsor agrees to the standard twelve (12) hour rental and fees may be applicable if the event goes over the 12 hours to include setup and breakdown. All other fees needed for the event, including RV stalls, additional equipment, or related fees shall be paid by Co-Sponsor with an estimate provided at scheduling of event and use of equipment or facilities.
- 7.5. Co-Sponsor agrees to abide by all state, federal and local rules, and regulations.
- 7.6. Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage.
- 7.7. The Co-Sponsor shall require and be responsible for obtaining liability waivers (to be provided to the City) to be signed by all arena event participants. Such waiver will be provided by the City and is required to be executed by all roping participants. All executed waivers must be returned to the City within seven (7) calendar days prior to the

event.

- 7.8.** Co-Sponsor agrees not to perform waste or damage DSRP.
- 7.9.** Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
- 7.10.** Co-Sponsor shall exercise reasonable care and due diligence to avoid harming DSRP.
- 7.11.** Co-Sponsor agrees to use good management practices, including but not limited to safe animal handling techniques. Co-Sponsor will be responsible for the care and feeding of the cattle at DSRP and all expenses related to the proper health, care, and maintenance of the Stock. They will also furnish all labor required to maintain the proper health, care, and maintenance of the Stock.
- 7.12.** Co-Sponsor will maintain fencing in a reasonable manner to prevent escape of Stock from Land. The Texas Beef Initiative will regularly maintain the space utilizing good land management practices. They will not make any improvements without DSRP's written permission.
- 8. INDEPENDENT CONTRACTOR:** The Parties agree that Co-Sponsor is an independent contractor and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff to achieve the goals of this Agreement.
- 9. MANDATORY DISCLOSURES:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor shall submit a Form 1295 to the Texas Ethics Commission. The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements).
- 10. INJURIES/INSURANCE:** Co-Sponsor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Co-Sponsor's employees and volunteers. Any user of City Equipment shall be covered by Co-Sponsor's insurance. Co-Sponsor waives the rights to recovery from City for any injuries that Co-Sponsor and/or Co-Sponsor's employees or volunteers may sustain while performing services under this Agreement. Co-Sponsor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Co-Sponsor uses the services of any of Co-Sponsor's employees and volunteers for the provision of services to the City.
- 11. DURATION:** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated March 31, 2025, or as outlined below.

12. TERMINATION:

- 12.1.** This Agreement may be terminated by mutual consent of the parties.
- 12.2.** This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the use of DSRP.
- 12.3.** Termination shall release each party from all obligations of this Agreement, except as specified below.
- 12.4.** Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.
- 12.5.** The City shall determine if Co-Sponsor shall be relieved of Co-Sponsor's obligation to participate at DSRP due to inclement weather.
- 12.6. Force Majeure:** In situations in which Co-Sponsor's participation at DSRP is delayed, cancelled, or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

13. INDEMNIFICATION:

CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT A Y SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYME T OF THE CITY.

- 14. CONTROLLING LAW & VENUE:** Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.
- 15. NOTICES:** Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery. (b) express overnight delivery service, or (c) registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below.

City:

Attention: DSRP Manager
Post Office Box 384

Co-Sponsor:

Attention: Noel McAlexander
P.O. Box 189

Dripping Springs, Texas 78620
Phone: (5 12) 858-4725

Dripping Springs 78620
Phone: 512-981-8482

- 16. HEADINGS:** The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.
- 17. ASSIGNMENT:** Neither Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.
- 18. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 19. SEVERABILITY:** Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 20. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written made with respect to the participation at DSRP.
- 21. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 22. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

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

Executed this, the ____ day of _____ 2024.

City of Dripping Springs

Texas Beef Initiative

by: _____
Michelle Fischer, City Administrator

by: _____
Noel McAlexander, President



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

Submitted By: Emily Nelson, DSRP Manager

Council Meeting Date: 2/20/24

Agenda Item Wording: **Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and the Texas Hill Country Barrel Racing Association regarding the 2024 Buckle Series and Weekly Exhibitions.** *Sponsor: Council Member Sherrie Parks*

Agenda Item Requestor: Council Member Sherrie Parks

Summary/Background: THCBRA currently hosts weekly barrel exhibitions on Tuesday nights. The barrel exhibitions are a great success weekly. It attracts all ages of racers and even citizens come to watch on Tuesday nights.

THCBRA is shifting away from Barrel Race weekends and instead hosting 6-week buckle series.

Commission Recommendations: DSRP Board voted to approve this agreement.

Recommended Council Actions: Staff recommends a Co-Sponsorship with Texas Hill Country Barrel Racing Association. We recommend it being an annual agreement so that we can renew annually.

Attachments: 2024 Texas Hill Country Barrel Racing Association Co-Sponsorship Agreement

Next Steps/Schedule: Execute agreement.



DRIPPING SPRINGS
Texas

DRIPPING SPRINGS RANCH PARK

Co-Sponsorship Agreement

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

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and the Texas Hill Country Barrel Racing Association (“Co-Sponsor”).
2. **PURPOSE:** This Agreement serves as a statement or exchange of promises between the City and Co-Sponsor. It is enacted to provide clear responsibilities and duties for the use of the Dripping Springs Ranch (Park) by Co-Sponsor.
3. **DEFINITIONS:**
 - (a) **City:** The City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas.
 - (b) **City Administrator:** the chief administrative officer of the City, or the officer’s designee.
 - (c) **City Council:** The governing body of the City of Dripping Springs.
 - (d) **Dripping Springs Ranch Park:** The premises located at: 1042 Event Center Drive, Dripping Springs, TX, 78620.
 - (e) **Person:** a human individual, sole proprietorship, partnership, corporation, nonprofit corporation, foundation or unincorporated association, or agency.
 - (f) **Texas Hill Country Barrel Racing Association:** A Central Texas Non-Profit Barrel Racing Association open to all.
4. **DESCRIPTION:** Co-Sponsor is hereby engaged to organize and hold the following events: 2 – 6 week Buckle Series and weekly exhibitions at DSRP Event Center.
5. **SCOPE:** This Agreement applies to Co-Sponsor’s use of the Park for the reasons stated above, which shall be conducted beginning March 2024. If for any reason Co-Sponsor’s events must be moved to another date, or other events added, such changes or events added would be

covered under the fee arrangement of this agreement and the availability of the rescheduled dates agreed upon by both parties in writing subject to the DSRP schedule.

- 6. LOCATION:** This Agreement is fully performable in Dripping Springs, Texas and performance shall take place at the Park.

7. OBLIGATIONS OF THE PARTIES:

- 7.1** The City agrees to allow Co-Sponsor to use the DSRP Event Center Arena for the purpose of a barrel racing series at a discounted rate of \$75 per day plus other fees related to a series (i.e. fuel, custodial, staffing) and standard weekly exhibition nights at the discounted rate of \$75 per Tuesday Night. Event Rental Agreement is due at least sixty (60) days prior to first use.
- 7.2** THCBRA will provide quarterly payments to DSRP for their practices and Events.
- 7.3** The City will have audit privileges of all accounting done at events.
- 7.4** The City confirms that it has obtained liability coverage through the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) that covers its city facilities and public areas.
- 7.5** THCBRA agrees to provide all volunteer labor needed to operate/oversee all aspects of the Event.
- 7.6** **Supplies:** Co-Sponsor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.7** **Utilities:** City agrees to provide Co-Sponsor with access to the following utilities for the limited purpose of Co-Sponsor's performance under this Agreement.
- (a) Electricity
 - (b) Water
- 7.8** **Independent Contractor:** The Parties agree that Co-Sponsor is an independent contractor and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff in order to achieve the goals of this Agreement.
- 7.9** **Safety:**
- (a) Co-Sponsor agrees to abide by all state, federal, and local rules and regulations.
 - (b) Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage.

- (c) Co-Sponsor shall coordinate the attendance of Emergency Services personnel and Fire Department personnel if necessary for the period of time that Co-Sponsor is occupying the Park under the terms of this Agreement.
- (d) Co-Sponsor shall coordinate the attendance of trained security guards to monitor the Park if necessary for the period of time that Co-Sponsor is occupying the Park under the terms of this Agreement.
- (e) The Co-Sponsor shall require and be responsible for obtaining liability waivers (to be provided to the City) to be signed by all arena event participants. Such waiver will be provided by the City and is required to be executed by all rodeo participants. All executed waivers must be returned to the City within seven (7) calendar days after the event.

7.10 Site Maintenance:

- (a) Co-Sponsor agrees not to leave waste or damage the Park.
- (b) City shall provide trash cans for the event, for the collection and disposal of solid waste generated at the event.
- (c) Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
- (d) Co-Sponsor shall exercise reasonable care and due diligence to avoid harming the Park.

7.11 Marketing and Use of City Logo:

- (a) Event producers may design flyers and social media posts including a city logo, but designs must be approved by the City of Dripping Springs Communications Department and must follow the City of Dripping Springs Brand Guidelines. Event producers must give the City at least seven business days to approve before release date of flyer distribution or social media posts.
- (b) If flyers and social media are designed by the City of Dripping Springs Communications Department, event producer must supply needed graphics/logos/photos in high-resolution format and any content needed for the flyer at least three weeks before proposed release date. Once design is created, event producer will have one opportunity for proofing and corrections.

8. DURATION: This Agreement shall be enforceable when signed by both parties and shall be deemed terminated January 31, 2025, or as outlined below.

9. TERMINATION:

9.1 This Agreement may be terminated by mutual consent of the parties.

- 9.2** This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the use of the Park.
- 9.3** Termination shall release each party from all obligations of this Agreement, except as specified below.
- 9.4** Termination of this Agreement, as provided above, shall not prohibit or impair any claim by either party based upon any breach of this Agreement.
- 9.5** The City shall determine if Co-Sponsor shall be relieved of Co-Sponsor's obligation to participate at the Park due to inclement weather.
- 9.6** *Force Majeure*: In situations in which Co-Sponsor's participation at the Park is delayed, cancelled or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

10. MANDATORY DISCLOSURES: Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor shall submit a Form 1295 to the Texas Ethics Commission. The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements).

11. INDEMNIFICATION:

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

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

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

City:

Attention: City Administrator
 Post Office Box 384
 Dripping Springs, Texas 78620
 Phone: (512) 858-4725

Co-Sponsor:

Attention: Molly Azopardi
 PO Box 1380
 Dripping Springs, TX 78620
 Phone: (512) 422-4937

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

15. ASSIGNMENT: Neither Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.

16. BINDING ON SUCCESSORS: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

17. SEVERABILITY: Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

18. MERGER: This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the participation at the Park.

19. MODIFICATIONS: All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.

20. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

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

CITY OF DRIPPING SPRINGS:

CO-SPONSOR:

Michelle Fischer, City Administrator

Molly Azopardi, THCBRA

Date: _____

Date: _____



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

Submitted By: Lily Sellers, Dripping Springs Ranch Park Assistant Manager

Council Meeting Date: 2/20/24

Agenda Item Wording: **Approval of a Use Agreement between the City of Dripping Springs and Holiday and Harvest regarding the 2024 Eggstravaganza at Dripping Springs Ranch Park. Sponsor: Council Member Sherrie Parks**

Agenda Item Requestor: Council Member Sherrie Parks

Summary/Background: This is a proposed Use Agreement between Holiday and Harvest, Attn. DJ Smith, and City of Dripping Springs for our 2024 Eggstravaganza.

DJ Smith was the title sponsor for the 2023 Eggstravaganza at Dripping Springs Ranch Park. This year we are proposing a Use Agreement between Holiday and Harvest and the City of Dripping Springs for a 70/30 split of income after balancing all expenses.

Commission Recommendations: DSRP Board voted to approve this agreement.

Recommended Council Actions: Staff recommends approving this agreement

Attachments: 2024 Holiday and Harvest Use Agreement

Next Steps/Schedule: Execute agreement upon approval

PROFESSIONAL SERVICES CONTRACT AND USE AGREEMENT

This AGREEMENT is made and entered into this, the _____ day of February, 2024 by and between the **City of Dripping Springs**, Texas, a municipal corporation (hereinafter referred to as “City”), and **Holiday and Harvest** (hereinafter referred to as “Contractor”).

1. Project Summary: Contractor will provide helicopter drop of eggs and sponsorship services for Eggstravaganza at the Dripping Springs Ranch Park Event Center.

2. Duties.

A. Duties of Contractor.

- (1) Coordinate the helicopter drop of eggs for event on March 30th, 2024 and shall comply with the safety plan provided by the City of Dripping Springs and follow all staff direction related to the egg drop.
- (2) Procure sponsorships and vendors for event.
- (3) Provide all expenses and income for percentage split.
- (4) Represent the City in a professional manner.
- (5) Communicate progress and goals with Dripping Springs Ranch Park Management.
- (6) Provide a safe environment for all event patrons by adhering to park rules as well as any rules or laws adopted by Hays County, the City of Dripping Springs, and the State of Texas.
- (7) Engage in excellent communication and customer service while working well with the public.
- (8) Work with City Emergency Management Coordinator and Dripping Springs Ranch Park Management to create an Emergency Action Plan for the attraction.
- (9) Address any complaints or concerns from event patrons, recording and submitting to Dripping Springs Ranch Park Management any incidents and accidents.
- (10) Contractor will adhere to the Traffic Control Plan prepared by the City Engineer for the attraction.
- (11) All outdoor lighting and signage shall be provided for review and approved prior to placement on site.

B. Duties of City.

- (1) The City shall provide space at Dripping Springs Ranch Park for the event on March 30th, 2024.
- (2) Dripping Springs Ranch Park staff shall provide customer service by staffing the

Event Center Business Office during all hours of event operation, provide for the event ticket sales, and support event operations.

- (3) City shall provide a safe, clean, and well-kept location at Dripping Springs Ranch Park for hosting the attraction.
- (4) City Engineer shall submit a Traffic Control Plan for the attraction to Dripping Springs Ranch Park Management and the Contractor.
- (5) Dripping Springs Ranch Park Management will work with Contractor and with City Communications & Marketing Director on all print, internet, and social media advertisement and marketing. City Communications & Marketing Director will oversee and approve all advertising and media for the attraction.

- 2. Duration.** The term of this Agreement shall be at time of execution through completion of event and all payment is completed.

This agreement can be terminated without cause by either party giving thirty (30) days written notice to the other party.

The City, at its sole discretion for any reason whatsoever, may cancel this agreement at any time and without prior notice if the City determines that the activity is not in the best interest of the City.

- 3. Pay/Fees.**

- A.** All fees are subject to final approval by the City Council at the recommendation of the Parks and Community Services staff.
- B.** After all expenses are subtracted from income, the City and Contractor will split the balance. The Contractor will be paid a Use Fee equal to 70% of income after balanced expenses. City will be paid 30% of the income after balanced expenses.
- C.** Payment will be accompanied by an accurate system-generated report accounting of total sales no later than seven business days after the conclusion of the event and presence of Contractor on premises, April, 9, 2024.

- 4. Notices.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

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

To the Contractor:
Holiday and Harvest
Attn: DJ Smith
1053 Pink Granite Boulevard
Dripping Springs, TX 78620

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the

date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Instructor or City may change the address for notices at any time with seven (7) days written notice to the other party.

5. General Provisions.

- A. Relationship of Parties:** It is understood by the parties that Contract Instructor is an independent Contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of independent Contractor. The City may contract with other individuals or firms for entertainment services.
- B. Injuries/Insurance:** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in Attachment "A". Contractor waives the rights to recovery from City for any injuries that Contractor may sustain while performing services under this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.
- C. Indemnification:** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor.
- D. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- E. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).
- F. Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability. Neither CITY nor Instructor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

G. Entire Agreement: The text herein and attachments noted above shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

H. Effective Date: This Agreement shall become effective commencing on the date of execution as indicated below.

I. Severability: If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

J. Enforcement and Venue: This Agreement shall be construed under and according to the laws of the State of Texas and venue for enforcement shall be in Hays County.

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

IN WITNESS WHEREOF, the City of Dripping Springs has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Secretary, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF DRIPPING SPRINGS:

CONTRACTOR:

Michelle Fischer, City Administrator

Holiday and Harvest

Date

Date

ATTACHMENT "A"

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:

Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide

and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least thirty (30) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

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

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

Type of Contract and Amount of Insurance:

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



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

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager

Council Meeting Date: 2/20/24

Agenda Item Wording: **Approval of a Co-Sponsorship and Logo Use Agreement with Dripping Springs Ag Boosters for the 2024 Rodeo.** *Sponsor: Council Member Sherrie Parks*

Agenda Item Requestor: Council Member Sherrie Parks

Summary/Background: Dripping Springs Ag Boosters would like to create a Co-Sponsorship for the 2024 Rodeo occurring May 24-27, 2024.

Commission Recommendations: DSRP Board voted to approve this agreement.

Recommended Council Actions: Staff recommends a Co-Sponsorship with Dripping Springs Ag Boosters for Rodeo 2024 with the agreement that DSRP staff will assist in social media advertising and oversee all ticket sales.

Attachments: 2024 Rodeo Co-Sponsorship Agreement

Next Steps/Schedule: Execute agreement upon approval

**DRIPPING SPRINGS RANCH PARK DRIPPING SPRINGS FAIR & RODEO
LOGO USE AND CO-SPONSORSHIP AGREEMENT**

THIS CONTRACT made this the _____ day of February 2024, by and between **Dripping Springs Ag Boosters**, hereinafter called the “*User*”, and the **City of Dripping Springs**, hereinafter called the “*Owner*.” acting herein by its City Administrator, Michelle Fischer hereunto duly authorized.

WITNESSETH, that the User and the Owner for the considerations stated herein mutually agree as follows:

1. Owner owns all proprietary rights in and to the copyrightable and/or copyrighted works described in this Agreement. The copyrighted works will collectively be referred to as the “Property”.
2. Owner owns all rights in and to the Property and retains all rights to the Property, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted.
3. User desires to obtain, and Owner has agreed to grant, a license authorizing the use of the Property by User in accordance with the terms and conditions of this Agreement.

The parties agree to abide by the terms as follows:

A. CONTRACT COMPONENTS. The executed contract documents shall consist of the following components:

1. This Contract;
2. Exhibit “A” Property/Logo
3. Exhibit “B” Co-Sponsorship Application

This Contract, together with other documents enumerated here, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision of an Exhibit conflicts with a provision in this Contract, the provisions in this Contract prevails.

B. GRANT OF LICENSE. Owner owns the **Dripping Springs Fair & Rodeo Logo** “Property”. Owner grants User a non-exclusive license to use the Property in all marketing materials related to the 2024 Dripping Springs Fair & Rodeo including digital marketing. The license to use the Property terminates on December 31, 2024 unless extended in writing by the Owner. User may use the Property for apparel or other merchandise, but must cease sale and distribution of the merchandise upon expiration or termination of this Agreement. Owner retains title and ownership of the Property. User will own all rights to materials, products, and work created by User “Work” in connection with this license. The license is only valid while the Dripping Springs Fair & Rodeo is located at the Dripping Springs Ranch Park and is the subject

of a Dripping Springs Ranch Park and Event Center Rental Contract. The User will also list the City of Dripping Springs as the main sponsor for the Dripping Springs Fair & Rodeo in all marketing materials.

C. CO-SPONSORSHIP. User shall have use of the Dripping Springs Ranch Park and Event Center for the **Dripping Springs Fair & Rodeo** from 5/24/24-5/27/24 based on the Event Center Contract completed at least thirty (30) days prior to the Event at the cost of the greater of seven thousand nine hundred dollars (\$7900) for the Full Facility Rental or 1/3 of the profits generated from the event, but shall not include the cost of other fees including, but not limited to, staff time or equipment rentals. A statement showing final income from the Rodeo is due to the City within 45 days after Rodeo. Once statement of final income is approved by both parties, the City will make a payment to Dripping Springs Ag Boosters within 30 days. The User will also list the City of Dripping Springs as the main sponsor for the Dripping Springs Fair & Rodeo in all marketing materials.

D. RIGHTS AND OBLIGATIONS. User shall be the sole owner of the Work and all proprietary rights in and to the Work; however, such ownership shall not include ownership of the copyright in and to the Property or any other rights to the Property not specifically granted in this Agreement.

E. MARKETING AND USE OF CITY LOGO:

User may design flyers and social media posts including the Rodeo Logo, but designs must be approved by the City of Dripping Springs Communications Department and must follow the City of Dripping Springs Brand Guidelines. User must give the City at least seven business days to approve before release date of flyer distribution or social media posts.

F. MODIFICATIONS. Unless the prior written approval of Owner is obtained, User may not modify or change the Property in any manner. User shall not use the Property for any purpose that is unlawful or prohibited by these Terms of the Agreement.

G. DEFAULTS ON AGREEMENT. If User fails to abide by the obligations of this Agreement or its Event Center Rental Contract, including the obligation to publicize the City as the main sponsor of the event, Owner shall have the option to cancel this Agreement by providing 30 days written notice to User. User shall have the option of taking corrective action to cure the default to prevent the termination of this Agreement if said corrective action is enacted prior to the end of the time period stated in the previous sentence. There must be no other defaults during such time period or Owner will have the option to cancel this Agreement, despite previous corrective action.

H. WARRANTIES. Neither party makes any warranties with respect to the use, sale, or other transfer of the Property by the other party or by any third party, and User accepts the product "AS

IS.” In no event will Owner be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Property.

I. TRANSFER OF RIGHTS. Neither party shall have the right to assign its interests in this Agreement to any other party unless the prior written consent of the other party is obtained.

J. MANDATORY DISCLOSURES: Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor shall submit a Form 1295 to the Texas Ethics Commission. The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements).

K. INDEMNIFICATION. EACH PARTY SHALL INDEMNIFY AND HOLD THE OTHER HARMLESS FOR ANY LOSSES, CLAIMS, DAMAGES, AWARDS, PENALTIES, OR INJURIES INCURRED BY ANY THIRD PARTY, INCLUDING REASONABLE ATTORNEY’S FEES, WHICH ARISE FROM ANY ALLEGED BREACH OF SUCH INDEMNIFYING PARTY’S REPRESENTATIONS AND WARRANTIES MADE UNDER THIS AGREEMENT, PROVIDED THAT THE INDEMNIFYING PARTY IS PROMPTLY NOTIFIED OF ANY SUCH CLAIMS. THE INDEMNIFYING PARTY SHALL HAVE THE SOLE RIGHT TO DEFEND SUCH CLAIMS AT ITS OWN EXPENSE. THE OTHER PARTY SHALL PROVIDE, AT THE INDEMNIFYING PARTY’S EXPENSE, SUCH ASSISTANCE IN INVESTIGATING AND DEFENDING SUCH CLAIMS AS THE INDEMNIFYING PARTY MAY REASONABLY REQUEST. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

M. DURATION. This Contract shall be in effect until December 31, 2023, unless terminated as provided below or extended in writing.

N. TERMINATION. This Agreement shall terminate automatically on Termination Date. Either party may terminate this Agreement if the other party breaches this Agreement or the Event Center Rental Agreement. Prior to termination, the complaining party shall provide the other party ten (10) business days to cure any breach unless such cure is non-feasible.

1. Upon termination or expiration of this Agreement, Licensee User shall cease reproducing, advertising, marketing, and distributing the Work including merchandise as soon as is commercially feasible. Licensee shall have the right to fill existing orders of any merchandise with the Property then in stock. Owner will have the right to verify the existence and validity of the existing orders and existing copies of the Work then in stock upon reasonable notice to Licensee.
2. Termination or expiration of this Agreement shall not extinguish any of the User's or Owner's obligations under this Agreement including, but not limited to, the obligation to pay royalties, if any, which by their terms continue after the date of termination or expiration.

O. NOTICE. All notice required or permitted under this Contract shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the Owner:

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

For the User:

Attention: Stephanie Kirkey
 P.O. Box 1008
 Dripping Springs, TX 78620
 863-447-6878

P. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions 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 or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

R. APPLICABLE LAW. The laws of the State of Texas shall govern this Contract. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed:

CITY OF DRIPPING SPRINGS:

DRIPPING SPRINGS AG BOOSTERS:

Michelle Fischer, City Administrator

EXHIBIT "A"



Progress Report

Old Fitzhugh Road PS&E

January 2024

Description of Work Performed During the Past Period – January 2024

PROJECT MANAGEMENT

- Project management and administration
- Coordination meeting with TxDOT on TA project (two meetings)

ROADWAY DESIGN / TRAFFIC CALMING / TRAFFIC CONTROL / PAVEMENT MARKING AND SIGNING

- Review alignment comments and start alignment adjustments
- Modification to speed table locations for potential easement and manhole conflicts

DRAINAGE DESIGN

- Drainage approach meeting with City to discuss approach to east side of Old Fitzhugh
- Update drainage easement sizes based on City and Stakeholder coordination

ILLUMINATION

- No illumination tasks this period

UTILITY COORDINATION

- No utility tasks this period

ENVIRONMENTAL

- No environmental tasks this period

ROW SURVEYING

- No surveying tasks this period

LANDSCAPE, STREETScape, URBAN DESIGN

- Finalized 60% deliverable

GEOTECHNICAL ENGINEERING AND PAVEMENT DESIGN

- No geotechnical tasks this period

PS&E PREPARATION

- No PS&E tasks this period

PUBLIC ENGAGEMENT

- Update property owner coordination exhibits for Drainage Easements
- Update property owner coordination exhibits for Temporary Construction Easements

Anticipated Work to be Performed Next Period – February 2024

PROJECT MANAGEMENT

- Project management and administration
- Subconsultant coordination

ROADWAY DESIGN / TRAFFIC CALMING / TRAFFIC CONTROL / PAVEMENT MARKING AND SIGNING

- Proceed with 90% design

DRAINAGE DESIGN

- Proceed with 90% design

ILLUMINATION

- Illumination approach meeting with City staff

UTILITY COORDINATION

- Update Utility Conflict Matrix with revised storm drain design
- Coordination meeting with Dripping Springs Water Supply
- Utility coordination kick off meeting

ENVIRONMENTAL

- Update environmental forms for TxDOT submission

ROW SURVEYING

- Metes+bounds for drainage easements

LANDSCAPE, STREETScape, URBAN DESIGN

- Coordination on pollinator garden design

GEOTECHNICAL ENGINEERING AND PAVEMENT DESIGN

- No tasks anticipated next period

PS&E PREPARATION

- No tasks anticipated next period

PUBLIC ENGAGEMENT

- Finalize property owner coordination exhibits for Drainage Easements
- Finalize property owner coordination exhibits for Temporary Construction Easements

Project Needs – *This Period*

- None this period

Project Challenges and Resolutions – *This Period*

- None this period

This progress report reflects work performed during the given month. Invoice periods may vary slightly. Subconsultant invoices may be delayed in the invoicing process.



City of Dripping Springs

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

Agenda Item Report from: TIRZ Project Manager / Keenan Smith

TIRZ Board Meeting Date:	February 12, 2024
Agenda Item Wording:	TIRZ Old Fitzhugh Rd: Plans Specifications and Estimates Services – HDR PSA / Amendment No. 2
Agenda Item Requestor:	TIRZ PM- Keenan Smith
Board Member Sponsor:	Taline Manassian – Vice Chair
<p>Summary/Background: Old Fitzhugh Rd (OFR) / PSA for PSE Services -HDR Engineering “100% PSEs, Bidding & Construction Services Phases”</p> <p>Recommended TIRZ Board Action: Recommend to City Council: “Approval of a PSA Amendment No. 2 and Authorize Notice to Proceed for expanding scopes of work to include all work through 100% Plans, Specifications and Estimates, including Bidding and Construction Services, with associated fees as per Amended PSA, with funding from approved TIRZ Budget allocations.”</p> <p>Background: HDR Engineering has delivered 60% Phase design plans for advancing the Old Fitzhugh Road project, per the Original PSA and Amendment No. 1. The current PSA authorized Fee / Phase costs (through 90% PSE’s)– is Not To Exceed (NTE) \$602,000. These costs have been funded by the TIRZ FY’22, 23 and 24 approved Budgets.</p> <p>Staff is seeking TIRZ Board and City Council approval for a new Task Order and PSA Amendment which would enable the engineering work to progress and advance from the current 60% level, up through the 100% Phase PSE’s, and beyond to Bidding and Construction Phase Services. This approval seeks to fully authorize and fund the balance of the project Engineering PSEs. The proposed PSA Amendment also covers Additional Services Scopes of work and fees as identified and detailed in the Scope of Services Exhibits (B1, C1) attached, for additional authorized tasks associated with 30-60% PSE efforts, as well as for anticipated changes in scopes, tasks, and efforts for upcoming future phases. The proposed PSA authorized Fee / Phase costs (through balance of the project, including approved Additional Services)– is Not To Exceed (NTE) \$898,500. These costs shall be funded by the accumulated TIRZ FY’22, 23 and 24 approved Budgets, an Amendment to the TIRZ FY’24 Budget, plus future TIRZ Budgets (FY ’25).</p> <p>Staff Request Summary:</p> <ul style="list-style-type: none"> - Allow Authorization for advancing 100% PSEs, Bidding & Construction Services Phases: <ul style="list-style-type: none"> o Approval of the PSA Amendment No. 2 for with Notice to Proceed (NTP) including: 100% PSEs, Bidding & Construction Services Scopes of Work per PSA & fee quotations. o NTP shall be contingent upon, and subject to, City Council approval of the proposed TIRZ FY’24 Budget Amendment and PSA Amendment No. 2. - Project Budget Allocations Summary: <ul style="list-style-type: none"> o TIRZ FY’22 Budget allocated \$154,000 for the original OFR PSE’s PSA (30% PSE’s). o TIRZ FY’23, FY ’24 Budgets allocated \$448,000 + \$110,000 for the OFR PSE’s PSA Amendment No. 1 (60-90% PSE’s). o Proposed TIRZ FY’24 Budget Amendment allocates an additional \$132,000 for project needs through 9/30/24. o Sum of all TIRZ Budget Allocations FY’22, 23, 24 (including proposed FY ’24 Budget Amendment) = \$844,000. o TIRZ FY’25 Budget will consider an additional allocation of \$54,500 “Balance to Complete” (for work beyond 10/1/24) o Sum of all TIRZ Budget Allocations (past, present and possible future) = \$898,500 matching PSA Amendment No. 2 	

Cost Impacts: The addition of PSA Amendment No. 2 increases the authorized Total Contract Amount for HDR's OFR PSE's PSA from \$602,000 to \$898,500. All funds are allocated from combined, approved TIRZ FY'22, FY'23, FY'24 (Amended) plus an anticipated allocation in the future FY '25 Budget.

Schedule Impacts: HDR PSE's Schedule for Task Durations are updated, amended, and incorporated upon execution of the proposed PSA Amendment No. 2. Future schedule changes shall be by mutual agreement and be in writing. HDR's amended project schedule (Exhibit E1) shows anticipated completion of the 100% PSE's Phase work in November 2024 and delivery of a Bid Phase Package in May of 2025. Project Construction Schedule is contingent upon funding availability.

Benefits: The proposed PSA Amendment No. 2 will advance the Old Fitzhugh Road Project Engineering through implementation, bringing it to "Construction Ready." It demonstrates evidence of progress with the OFR Stakeholders, provides immediate, quantifiable "Grant Matching" leverage, and helps catalyze future construction funding opportunities & commitments.

Recommended City Council Action: "Approval with Direction for Staff to Execute PSA Amendment No. 2, with Notice to Proceed to be contingent upon City Council approval of the TIRZ FY'24 Budget Amendment and the subject PSA Amendment No. 2.

Respectfully Submitted, KES

240208: 1130 hrs

2/18/24 FY 2024 TIRZ Budget Scenario- Amendment #1

"TIRZ Budget Subcommittee" - WORKING DRAFT 4/10/23

Projects Scenario : Town Center > Alternative Site(s) + OFR PSE's + Downtown Parking Lot + Downtwn Infra Plan + Downtwn Restrooms

1 Civic Center Project:
"Town Center > Alternative Site(s)- TIRZ Team Support Planning & Feasibility Studies"

	approved	approved	Amendment.1
Town Center 2.0 Concept Planning & Feasibility	FY 23	FY 24	proposed
Town Center Project Total:	\$ 60,000	\$ 60,000	\$ 60,000

notes
TIRZ Project Team
Planning & Feasibility Study
(if needed & requested)

2 Old Fitzhugh Rd Project:
"OFR PSE's Advanced Continuously per Project Scope & Schedule"

		approved	Amendment.1
OFR Project	FY 23	FY 24	proposed
OFR PSE's PSA Amendment.2 (pending approval):	\$ 448,000	\$ 110,000	\$ 110,000
	\$ -	\$ -	\$ 132,000
			\$ 242,000

HDR PSA & Amendments
100% PSE's > Bid & Const
\$ 898,500 Total PSA.A2
***Est'd add'l need > 9/30/24
Total OFR PSE's FY'24

3 Downtown Parking Project Project:
"Downtown Parking > Update Concept Plan > Advance Parking Lot > PSE's"

		approved	Amendment.1
Downtown Pkg Lot Plans Specs & Estimates	FY 23	FY 24	proposed
Downtown Parking Project Total:	\$ -	\$ 97,500	\$ 97,500

TIRZ Project Team
Eng. Cost Est. : \$300-400K
"PSE's/ Vision Plan/ Replat"

4 Stephenson Building Project:
"Adaptive Re-Use & Addition: Community / Civic / Cultural Uses"

		approved	Amendment.1
	FY 23	FY 24	proposed
Stephenson Project Total:	\$ -	\$ -	\$ -

Current City Project/Budget
Concept Estimate: \$3.1M
"Arch'l Plans" > City Budget

5 Downtown Drainage, Roadways & Sidewalks Planning Study
"Investigate & Propose Comprehensive, Integrated Infrastructure Solutions"

		approved	Amendment.1
	FY 23	FY 24	proposed
Downtown Plan Project Total:	\$ -	\$ 200,000	\$ 200,000

Eng. Plan Estimate: \$200K
"City Engineer / Add Svc"

6 Downtown Restrooms
 "Site & Utilites Survey, Proof of Concept, Entitlements, PSE's & Implementation"

	FY 23	FY 24	Amendment.1
		approved	proposed
Downtown Restrooms Project Total:	\$ -	\$ 100,000	\$ 100,000

Current City Project/Budget
 Constr. Estimate: \$300K
 "TIRZ Board Directive 4/23"

	FY 23	FY 24	Amendment.1
		approved	proposed
Direct Project Budget- Scenario Proposal:			
Total Direct Project Costs:	\$ 508,000	\$ 567,500	\$ 699,500

Year by Year Comparison

2/18/24 FY 2024 Draft TIRZ Budget Recap

"TIRZ Budget Subcommittee" - WORKING DRAFT 4/10/23

Projects Scenario : Town Center > Alternative Site(s) + OFR PSE's + Downtown Parking Lot + Dwntrwn Infra Plan + Dwntrwn Restrooms

date	FY 2024 Proposed TIRZ Budget Recap:	FY 24	Amendment.1	
		approved	proposed	
	Direct Project Costs:	\$ 567,500	\$ 699,500	Projects Subtotal

10/1/23	TIRZ Project Manager: Amendment #7: KES	\$ 32,000	\$ 32,000	
10/1/23	TIRZ Administrator: P3 Works (allowance)	\$ 16,000	\$ 16,000	
10/1/23	TIRZ Miscellaneous Consulting (allowance)	\$ 26,750	\$ 26,750	
	Indirect Costs:	\$ 74,750	\$ 74,750	PM Admin Misc Subtotal

"TIRZ Budget Subcommittee" - WORKING DRAFT 4/10/23	Grand Total:	\$ 642,250	\$ 774,250	Direct + Indirect Costs
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PROFESSIONAL SERVICES AGREEMENT

Amendment No. 2

This Amended Agreement, made and entered into this, the _____th day of February 2024, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **HDR Engineering, Inc.**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein and is an amendment to the Agreement:

WHEREAS, the City and the Contractors entered into Professional Service Agreement for engineering services related to the Tax Increment Reinvestment Zones on January 2022; and

WHEREAS, tasks have changed during the course of the projects; and

WHEREAS, the Parties desire to add new tasks and end existing task orders.

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

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

2. Scope of Work.

- (a) Contractor will prepare plans, specifications and estimates through 100% plans, and including the specified bid phase and construction phase services as described in Exhibits “A”, “B”, and “B-1”. Additional Services may be agreed to in writing by both parties and billed at a negotiated rate as listed in Exhibits “C” in future task orders.

- 3. Schedule.** Work shall commence upon execution of this agreement and shall be completed within the updated project schedule as described in Exhibit “E”, to be determined and mutually agreed following execution of this agreement. This Amendment to the Agreement provides for completion of the 100% plans. This Agreement shall be in effect for a period of three (3) years unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement. The project schedule may be altered in writing by mutual agreement.
- 4. Payment for Services.** The City will compensate Contractor in accordance with the fee and hourly rate structure contained in Contractor's proposal attached as Exhibits “C” and “C-1 Additional Services”. Contractor shall invoice City in accordance with Contractor’s attached proposal. Invoices will be submitted monthly, and payment is due within 30 days of City’s receipt and approval of the invoice. The total amount of this contract for all services provided will not exceed eight hundred and ninety-eight thousand five hundred dollars (\$898,500). Additional services and payment for additional services will be subject to Exhibit “C” and must be approved in writing by the City prior to provision of such services. The fee amounts in Exhibit “C” are valid for three (3) years. Any services provided after the termination of this Agreement will be in writing.
- 5. Relationship of Parties.** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for legal services.
- 6. Limitations.** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor, or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 7. Termination.** Either party may terminate this Agreement with thirty (30) days at any time with written notice to the other party. All services provided by Contractor shall be paid for in accordance with Exhibit “C” if the Agreement is terminated. City will only pay for services provided by Contractor prior to termination.
- 8. Injuries/ Insurance.** Contractor acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Exhibit “D”.
- 9. Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor, Contractor 's employees, if any, and Contractor's agents.
- 10. Assignment.** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

11. Notice. All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

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

For the Contractor:

HDR Engineering, Inc.
Attn: Justin Word, P.E.
804 Lavaca, Suite 900
Austin, TX 78701
(512) 904-3728

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

12. Mandatory Disclosures. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form_1295.html.

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

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

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

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

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

THE CITY:

City of Dripping Springs

CONTRACTOR:

HDR Engineering, Inc.

Michelle Fischer, City Administrator

Justin Word, P.E., Vice President

Date

Date

ATTEST:

Andrea Cunningham, City Secretary

DRAFT

EXHIBIT A

SERVICES TO BE PROVIDED BY THE CITY

For Roadway Improvements on Old Fitzhugh Road

Dripping Springs, Texas

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

Project Length: 3,300 feet (0.6 Miles)

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

PROJECT MANAGEMENT

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

DESIGN / ENVIRONMENTAL / UTILITY ENGINEERING

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

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

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

PLAN REVIEW TURN-AROUND TIMES

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

EXHIBIT B

ENGINEERING SERVICES TO BE PROVIDED BY THE ENGINEER

For Roadway Improvements on Old Fitzhugh Road

Dripping Springs, Texas

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

Project Length: 3,300 feet (0.6 Miles)

Project Statement

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

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

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

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

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

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

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

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

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

PROJECT MANAGEMENT

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

ROADWAY DESIGN

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

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

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

The plan view shall contain the following design elements:

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

The profile view shall contain the following design elements:

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

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

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

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

DRAINAGE DESIGN

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

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

Storm Drain Analysis and Design

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

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

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

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

C. Storm Water Detention Analysis:

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

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

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

E. Plans Sheets for Drainage Design:

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

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

F. Hydrologic and Hydraulic Report:

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

requirements.

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

SIGNING AND PAVEMENT MARKING

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

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

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

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

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

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

TRAFFIC CALMING

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

TRAFFIC CONTROL PLAN, DETOURS, AND SEQUENCE OF CONSTRUCTION

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

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

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

The Phasing Layouts will include the following:

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

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

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

ILLUMINATION

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

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

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

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

STORM WATER POLLUTION PREVENTION PLANS (SW3P)

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

UTILITY COORDINATION

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

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

A. Utility Coordination

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

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

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

B. SUE QL-D

Subsurface Utility Engineering Quality Level D -

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

C. Utility Engineering

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

- I. Deliver a finalized Utility Layout, Conflict Matrix

D. Utility Coordination & Engineering Exclusions:

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

ENVIRONMENTAL

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

Technical Reports

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

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

A. Constraints Analysis

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

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

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

B. Categorical Exclusion

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

C. Historic Resource Identification, Evaluation and Documentation Services

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

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

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

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

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

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

D. Archeological Background Studies

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

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

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

Mechanical excavation and site curation would require supplemental work authorization.

E. Water Resources

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

F. Threatened or Endangered Species

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

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

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

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

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

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

G. Initial Assessment of Hazardous Materials Impacts

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

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

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

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

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

H. Section 4(f) Analysis

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

I. Section 6(f) Evaluation

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

PUBLIC OUTREACH

A. Property Owner and Stakeholder Support

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

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

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

Assumptions:

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

Deliverables:

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

RIGHT OF WAY SURVEYING

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

The Surveyor shall:

1. **Perform geodetic control surveys and aerial mapping.** Surveyor shall set horizontal and vertical primary control points using a 1/2" rebar at least 18 inches long or driven to refusal (whichever comes first) with aluminum cap. Set primary control points near the beginning, middle and end of the project, but away from possible disturbance from construction activity. The primary control points shall be set at an approximate spacing of 3,500 feet and shall be inter-visible with each other whenever possible. These points shall be used as the primary horizontal and vertical control for the project and shall serve as the temporary benchmarks (TBM's) for the project. Horizontal and vertical data for primary control shall be based on Static GPS observations. Secondary control points shall be set as necessary for conventional ground surveying and terrestrial LiDAR scans based on an approved project control layout plan. An 8½ inch by 11-inch Survey Control Data Sheet shall be prepared for each primary control point. A Survey Control Index Sheet shall be prepared showing all project control. Secondary control shall serve as aerial targets for drone imagery acquisition.
2. **R.O.W. Supplemental Topographic & Tree Survey.** Doucet will prepare supplemental design-level tree and topographic survey along Old Fitzhugh Road from the intersection with Mercer Street to Ranch Road 12 according to exhibit "MAS_OFR concept plan 40sc_2018.05.22 - small.pdf". The survey will tag and locate protected trees, 8 inches and greater in diameter, within the boundary limits of said site. The tree survey will be performed in accordance to the City of Dripping Springs Standard Specifications and Details Manual. The topographic design survey will be performed in accordance with Texas Society of Professional Survey standards for

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

3. **Right-of-Way Survey.** Doucet will perform Right-of-Way boundary reconnaissance on the ground in a sufficient manner to delineate, close and “tie-off” existing Right-of-Way location along Old Fitzhugh Road from the intersection with Mercer Street to Ranch Road 12. Title search confirming Hays County dedication of Right-of-Way to the City of Dripping Springs will be performed. The Survey will be performed in accordance with the Texas Society of Professional Surveyors Standards for a Category 1A Condition II Land Title Survey and will be based on the Texas Coordinate System NAD 83 (2011). Surveyor shall prepare a right-of-way map set to include existing conditions, resolved right-of-way and property lines, proposed right-of-way and easement lines, roadway centerline alignment and utility and ownership data. Right-of-entry access is to be performed by others.

4. **Storm Drain (4) and Trail (2) Easement Descriptions Survey.** Doucet will use the established boundary survey to create four (4) Storm Drain and two (2) Trail Easement Descriptions to facilitate improvements within or immediately adjacent to the referenced project site according to exhibit “MAS_OFR concept plan 40sc_2018.05.22 - small.pdf”. Easement documentation and recordation will be performed by others. Doucet will prepare easement exhibits and accompanying metes and bounds descriptions of proposed easement locations to be identified by the project engineer and determined at a later date. Easement Descriptions will be signed and sealed by a Texas Registered Professional Land Surveyor. Right-of-entry access is to be performed by others.

URBAN DESIGN AND LANDSCAPE ARCHITECTURE

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

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

A. Hardscape Sheets

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

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

B. Landscape and Irrigation Sheets

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

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

C. Landscape Specifications

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

D. Landscape and Irrigation Cost Estimates

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

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

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

GEOTECHNICAL ENGINEERING AND PAVEMENT DESIGN

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

included in this Scope of Services.

A. Geotechnical Investigation

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

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

B. Infiltration/Percolation Tests

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

C. Geotechnical Engineering Report

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

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

D. Pavement Design

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

Assumptions:

- Borings will be accessible with truck mounted drilling equipment.

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

ACCESSIBILITY REVIEW

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

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

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

DELIVERABLES

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

PS&E PREPARATION

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

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

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

DELIVERABLES

The ENGINEER shall provide the following deliverables at each submittal:

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

BID PHASE SERVICES (Hourly)

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

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

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

CONSTRUCTION PHASE SERVICES (Hourly)

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

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

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

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

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

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

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

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

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

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

Specifications, or other information provided by the ENGINEER for:

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

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

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

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

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

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

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

DELIVERABLES

A. Final Design & Bidding

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

B. Pre-Construction and During Construction:

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

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

EXCLUSIONS

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

EXHIBIT B-1

ADDITIONAL ENGINEERING SERVICES TO BE PROVIDED BY THE ENGINEER

For Roadway Improvements on Old Fitzhugh Road

Dripping Springs, Texas

The following additional services are required for the Old Fitzhugh Road project:

- Addition of sidewalk along the west side of RM 12 between Old Fitzhugh Road and Roger Hanks Parkway.
- Provide additional drainage services as described below.
- Provide continuous illumination as an add alternative.
- Provide design of Old Fitzhugh Road Historic District Gateway at the southwest corner of the RM 12 intersection.

The additional services for this work are further described below. Services in Exhibit B of the approved contract will remain in place.

PROJECT MANAGEMENT

Project Management services needed to complete the design phase are anticipated to span a period of 24 months. (Originally August 2023 bid, now August 2025 bid.)

ROADWAY DESIGN

This includes work in the 90% and 100% Design Phase.

Additional design is required to extend the sidewalk between Old Fitzhugh Road and the south side of Roger Hanks Parkway on the west side of RM 12 within TxDOT Right of Way. The design work will follow TxDOT design standards and specifications. The required tasks will remain consistent with the approved scope of services.

DRAINAGE DESIGN

This includes work in the 30%, 60%, and 90% Design Phase.

30% Design Phase - Water Quality Design

Based on the Concept Design, water quality design was to be achieved through rain gardens (shallow infiltration basins) along Old Fitzhugh Road. During the 30% design process, Doucet evaluated the feasibility of rain gardens and worked with HDR and MAS in developing typical rain gardens with planting and materials selection. It was determined that there was not sufficient space within the existing right-of-way to fit rain gardens along the roadway without

acquisition of additional right-of-way for water quality purposes. Doucet developed an alternative means to achieving the City's water quality regulations. Doucet began to review stormwater conveyance options at the rear of selected lots abutting a small tributary of Onion Creek. Two extended detention basins were proposed with nominal capacity to treat runoff from additional impervious cover from the roadway project and preliminary locations were identified.

60% Design Phase - Water Quality Design

At the 60% design phase, Doucet began to evaluate water quality facility options. At this point, the drainage aspects of the project were still in a schematic option phase for consideration without going straight into design of an approved schematic plan. Recognizing that additional drainage easement areas would be necessary to accommodate rear of lot water quality and possible detention ponds, Doucet was asked to evaluate several options for meeting the water quality requirements for the project as well as future development for the lots of interest. Doucet developed alternative water quality and detention ponds, designing the shape, volume, and discharge concepts for the fully developed lots. Exhibits were prepared to share with the City. Several iterations were performed to reduce the footprint and work with the topography, trees, and developable area of each lot to minimize impact. Towards the end of the 60% design phase, Doucet was asked to proceed forward with designs at the rear of lot only for proposed roadway improvements.

90% Design Phase - Water Quality Design

As revealed in the 60% design, stormwater flows from contributing drainage areas from the east need to be captured and conveyed for the roadway design to meet emergency vehicle access design criteria and to make the roadway safer during more intense rains. This requires the addition of drainage inlets on the east side of the road with piped laterals to connect with the main storm drain system on along the west side of the road. An existing wastewater main in the center of the existing road may create conflicts with the proposed storm drain laterals and additional engineering is required to address this.

SIGNING AND PAVEMENT MARKING – No additional services are required.

TRAFFIC CALMING – No additional services are required.

TRAFFIC CONTROL PLAN, DETOURS, AND SEQUENCE OF CONSTRUCTION

This includes work in the 90% and 100% Design Phase.

The ENGINEER shall prepare one additional phases of Traffic Control Plans (TCP) for the extension of the sidewalk on the west side of RM 12. A detailed TCP shall be developed in accordance with the latest edition of the TMUTCD including:

- A. Traffic Control Narrative:** Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control

devices (regulatory signs, warning signs, work zone pavement markings, barricades, flaggers, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence.

- B. Traffic Control Phasing Layouts:** Prepare Traffic Control Phasing Layouts (1 Additional Phase assumed) including typical sections that identify the travel lanes and work zones. The ENGINEER shall show proposed traffic control devices for at-grade intersections during each construction phase (stop signs, flaggers, signals, etc.).

ILLUMINATION

HDR will provide supplemental engineering services for the illumination design and the irrigation systems electrical design along the roadway improvements of Old Fitzhugh. The supplemental services are required for continuous pedestrian-level illumination and provision of electric services for irrigation systems. ***This includes work in the 60%, 90%, and 100% Design Phase.***

E. Project Task List

The following tasks included in the approved scope were initially proposed for pedestrian level illumination at activity nodes and intersections. Additional scope is required to complete the following tasks for continuous pedestrian level illumination and irrigation electrical service provisions. Details are provided in the approved scope of services.

- a. Data Collection
- b. Survey
- c. Continuous Illumination & Irrigation Systems Electrical Design
 - i. Utility power company coordination
 - ii. ANSI/IES RP-8-21 Roadway & Landscape Illumination Compliance
 - iii. Landscape Illumination assembly selections and options
 - iv. Photometric analysis (Project Limits)
 - v. Overcurrent protection of electric services and branch circuits
 - vi. Voltage drop analysis for electrical services and branch circuits
 - vii. Electrical service load analysis and schematics
 - viii. NEC, City, and TxDOT compliance
 - ix. Landscape Illumination & Irrigation Systems Electrical Removal Plans
 - x. Landscape Illumination & Irrigation Systems Electrical Summary & Plans
 - xi. Landscape Illumination & Irrigation System Electrical mounting details (if applicable)
- d. Electrical for Continuous Pedestrian Illumination System & Irrigation Systems
 - i. Utility Power Coordination

- ii. ANSI/IES RP-8-21 Roadway & Landscape Illumination Compliance
- iii. Photometric Analysis
- iv. Overcurrent Protection
- v. Voltage Drop
- vi. Electrical Service Load Analysis and Schematics
- vii. NEC, City and TxDOT Compliance
- viii. Landscape Illumination & Irrigation Systems Electrical Removal Plans
- ix. Landscape Illumination & Irrigation Systems Electrical Summary & Plans
- x. Landscape Illumination & Irrigation Systems Electrical Details & Specifications

The following new tasks included are required to complete the following tasks for continuous pedestrian level illumination and irrigation electrical service provisions.

- a. Landscape Illumination Assembly Selections and Options
 - i. Coordinate the landscape illumination design options with the City (and other Engineers as required) for overall final landscape illumination assembly selections and layout.

Design Fee Qualifications

- a. All illumination drawing files will be produced in 2D utilizing Microstation.
- b. Visual 2020 Lighting Software will be utilized for the photometric analysis.
- c. Utility Power Company to provide power source voltage availability for existing / new landscape illumination and irrigation systems electrical services and existing overhead and/or underground power source infrastructure.

Exclusions – The Scope of Services DOES NOT include the following:

- a. Revising or adding new electrical loads to any existing illumination electrical services within project limits.
- b. Removal of existing utility company pole mounted illumination heads and arms controlled and owned by the utility power company.
- c. Final Coordination Study & Arc Flash Analysis.

STORM WATER POLLUTION PREVENTION PLANS (SW3P) – No additional services are required.

UTILITY COORDINATION – No additional services are required.

ENVIRONMENTAL – No additional services are required.

PUBLIC OUTREACH – No additional services are required.

RIGHT OF WAY SURVEYING

This includes work in the 30%, 60%, and 90% Design Phase.

Additional survey work was requested to survey the two rear lot locations where water quality and possible detention were being investigated. There was also additional survey information requested along Old Fitzhugh Road corridor for driveway and elevation grade tie-ins, along with title abstracts review and researching parcels. The survey also picked up the Crumley Tract for an impervious cover evaluation.

Given the proposed drainage design to be inclusive of offsite flows from the east while maintaining emergency vehicle transportation design criteria, conflict avoidance with the existing wastewater line in Old Fitzhugh is important. The original survey did not pick up one of the manholes (MH#5) in the system as it was buried underground. There was also some discrepancy between the survey of MH#4 and that of record as-built drawings provided. Doucet proposed to have a survey crew go back out into the field and survey MH#5 horizontal and vertical information and verify flowlines of MH#4.

URBAN DESIGN AND LANDSCAPE ARCHITECTURE

This includes work in the 90% and 100% Design Phase.

The following landscape-related, additional services are required for the Old Fitzhugh Road project for MAS, the Project Landscape Architect:

- Assist in designing the extension of the shared-use path (SUP) along the west side of RM 12 between Old Fitzhugh Road and the south side of Roger Hanks Parkway, including a possible trailhead or “Node #6” at this junction, if City deems appropriate.
- Provide additional landscape and irrigation design services needed for the new extension of the SUP.
- Assist with determining locations of illumination poles to be included in the “continuous illumination” add-alternate.
- Provide landscape, hardscape, furnishings and irrigation design for the newly-scoped Old Fitzhugh Road Historic District Gateway at the southwest side of the intersection of Old Fitzhugh Road and RM 12.
- Lead meetings with stakeholders (City’s historic group and native plant/landscape) to develop design of the Old Fitzhugh Road Historic District Gateway to gain design approval or “go-ahead” from City.
- Assist with finalizing locations and specifying illumination poles and fixtures for the gateway the Old Fitzhugh Road Historic District Gateway.

A. Landscape Sheets

The required, 11” X 17” format plan sheets will be prepared using HDR’s roadway (civil) drawings as a base and will show other existing and planned utilities in a half-tone. Landscaping and hardscaping sheet will include those in the original scope of services with the following additional sheets:

- Landscape Planting Plans, describing the location and type of all landscape elements including street trees, existing trees, planting beds, etc. These plans will include the Old Fitzhugh Road Historic District Gateway.

- Enlarged Plans of the gateway landscape / hardscape;
- Perspective View Renderings, up to three, conceptual renderings to illustrate the treatment of the streetscape as well as the “gateway” view to the existing Dripping Springs sign near the RM 12 intersection. (Note: The Old Fitzhugh Road Historic District Gateway will be designed in collaboration with the Native Plant Society of Central Texas, with the assumption that this group will assist with the initial and ongoing maintenance of this specialty garden. It is assumed that a MAS principal will lead a workshop with the CODS and its historic group, the Native Plant Society and others to further develop the concept depicted in the 60% Landscape Plans.)

GEOTECHNICAL ENGINEERING AND PAVEMENT DESIGN – No additional services are required.

ACCESSIBILITY REVIEW – No additional services are required.

PS&E PREPARATION – No additional services are required.

BID PHASE SERVICES (Hourly)

- Provide increased Bid Phase services appropriate to this revised Scope for the Old Fitzhugh Road Historic District Gateway.

CONSTRUCTION PHASE SERVICES (Hourly)

- Provide increased Construction Phase services appropriate to this revised Scope for the Old Fitzhugh Road Historic District Gateway.

EXCLUSIONS

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

Old Fitzhugh Road PS&E

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

Old Fitzhugh Road PS&E

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

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

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

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

Old Fitzhugh Road PS&E

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

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

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

HDR Engineering, Inc.

	Proj Principal	Proj Manager	QC Manager	Sr. Light Engr	Sr. Engr	Proj Engr	EIT	Se. Utility Engr	Sr. Utility Coordinator	Utility Coordinator	Sr. Real Estate Lead	Sr. Real Estate Spec	Real Estate Spec	Sr. Env Lead	Sr. Env. Scientist	Env Scientist	Public Involvement Manager	Public Involvement Coordinator	Graphic Designer I	GIS Analyst	Sr. CADD Tech	CADD Tech	Arch/Historian	Admin Asst	TOTAL	
2022 TIRZ RATES - DRAFT w 2023 Escalation	\$310	\$260	\$250	\$250	\$240	\$175	\$125	\$250	\$220	\$160	\$300	\$150	\$120	\$200	\$150	\$115	\$130	\$125	\$105	\$130	\$150	\$115	\$95	\$95		
A Project Management																										
A. Coordination with City		30				30																			60	
B. Invoicing and Schedule Updates		16																							8	24
C. Subconsultant Coordination, Deliverables Review and Invoices		30				30																			8	68
D. Quality Assurance / Quality Control		8	8																						16	16
Task Subtotal Hours	0	84	8	0	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	168	
Task Subtotal Fee	\$0	\$21,840	\$2,000	\$0	\$0	\$10,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,520	\$35,860	
B Roadway Design																										
<u>30% Plans</u>																										
A. Title Sheet and Index of Sheets																						4			4	
B. Typical Sections						2																4			6	
C. Project Layout						2	2															4			8	
D. Horizontal Alignment Data Sheets:						2																8			10	
E. Roadway Plan & Profile						4	24															20			48	
F. Intersection Layouts - Cross Streets																									0	
G. Driveway Plan & Profiles																									0	
H. Removal Layouts																									0	
I. Pedestrian and Bicycle Facilities						2	5																		7	
J. Roadway Cross Sections																									0	
K. Miscellaneous Detail Sheets																									0	
L. Quantity Summary Sheets																									0	
M. Standards Selection																									0	
N. 30% PSE Submittal QC and Prepare			4		4	4																			17	
Task Subtotal Hours	0	0	4	0	4	16	31	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45	100	
30% Subtotal Fee	\$0	\$0	\$1,000	\$0	\$960	\$2,800	\$3,875	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,175	\$13,810	
<u>60% Plans</u>																										
A. Title Sheet and Index of Sheets																									0	
B. Typical Sections						2																8			10	
C. Project Layout							2															2			4	
D. Horizontal Alignment Data Sheets:																						4			4	
E. Roadway Plan & Profile					4	4	16															30			54	
F. Intersection Layouts - Cross Streets						2	8															6			16	
G. Driveway Plan & Profiles						2	8															4			14	
H. Removal Layouts						2	8															12			22	
I. Pedestrian and Bicycle Facilities						2	8															10			20	
J. Roadway Cross Sections																						40			40	
K. Miscellaneous Detail Sheets						2	4																		6	
L. Quantity Summary Sheets						2	4																		16	
M. Standards Selection							2																		2	
N. 60% PSE Submittal QC and Prepare			8		4	4																			26	
Task Subtotal Hours	0	0	8	0	4	4	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	136	234	
60% Subtotal Fee	\$0	\$0	\$2,000	\$0	\$1,920	\$3,850	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,640	\$30,910	
<u>90% Plans</u>																										
A. Title Sheet and Index of Sheets																									0	
B. Typical Sections																									2	
C. Project Layout																									2	
D. Horizontal Alignment Data Sheets:																									2	
E. Roadway Plan & Profile					2	2	8																		32	
F. Intersection Layouts - Cross Streets						2	4																		10	
G. Driveway Plan & Profiles						2	2																		8	
H. Removal Layouts							4																		14	
I. Pedestrian and Bicycle Facilities						2	4																		14	
J. Roadway Cross Sections																									20	
K. Miscellaneous Detail Sheets						2	4																		6	
L. Quantity Summary Sheets						2	4																		16	
M. Standards Selection						2																			2	
N. 90% Final PSE Submittal QC and Prepare			4		4	2																			20	
Task Subtotal Hours	0	0	4	0	6	16	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	92	148	
90% Subtotal Fee	\$0	\$0	\$1,000	\$0	\$1,440	\$2,800	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,580	\$19,570	

<u>100% Plans</u>																									
A. Title Sheet and Index of Sheets																									0
B. Typical Sections																									0
C. Project Layout																									0
D. Horizontal Alignment Data Sheets:																									0
E. Roadway Plan & Profile						2																			6
F. Intersection Layouts - Cross Streets																							2		6
G. Driveway Plan & Profiles																							2		4
H. Removal Layouts																									0
I. Pedestrian and Bicycle Facilities																								4	4
J. Roadway Cross Sections																								4	4
K. Miscellaneous Detail Sheets																								4	4
L. Quantity Summary Sheets																								4	8
M. Standards Selection																								4	4
N. Final PSE Submittal QC and Prepare							4																	5	9
Task Subtotal Hours	0	0	4	0	2	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	29	49
100% Subtotal Fee	\$0	\$0	\$1,000	\$0	\$480	\$0	\$1,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,335	\$6,565
Task Subtotal Hours	0	0	20	0	20	54	135	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	302	531
Task Subtotal Fee	\$0	\$0	\$5,000	\$0	\$4,800	\$9,450	\$16,875	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,730	\$70,855
C Drainage Design																									
Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D Signing and Pavement Marking																									
<u>30% Plans</u>																									
30% - Signing and Pavement Marking																								40	40
30% - Quantity Summary																								5	5
Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45	45
30% Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,175	\$5,175
<u>60% Plans</u>																									
60% - Signing and Pavement Marking			2	2			15																	40	59
60% - Quantity Summary			2	1			2																	5	10
Task Subtotal Hours	0	4	3	0	0	17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45	69	
60% Subtotal Fee	\$0	\$1,040	\$750	\$0	\$0	\$2,975	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,175	\$9,940
<u>90% Plans</u>																									
90% - Signing and Pavement Marking			2	2			15																	40	59
90% - Quantity Summary			2	1			2																	5	10
Task Subtotal Hours	0	4	3	0	0	17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	45	69	
90% Subtotal Fee	\$0	\$1,040	\$750	\$0	\$0	\$2,975	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,175	\$9,940
<u>100% Plans</u>																									
100% Final			2	1			5																	10	18
Task Subtotal Hours	0	2	1	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	18	
100% Subtotal Fee	\$0	\$520	\$250	\$0	\$0	\$875	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,150	\$2,795
Task Subtotal Hours	0	10	7	0	0	39	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	145	201	
Task Subtotal Fee	\$0	\$2,600	\$1,750	\$0	\$0	\$6,825	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,675	\$27,850
E Traffic Calming																									
A. Evaluation of options and coordination w/ City			4				4																	8	16
B. Develop final plan sheet details							4																	8	12
Task Subtotal Hours	0	4	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	28	
Task Subtotal Fee	\$0	\$1,040	\$0	\$0	\$0	\$1,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,840	\$4,280
F Traffic Control Plans																									
<u>60% Plans</u>																									
A. Overall Phasing Plan			2				4	4																4	14
B. Traffic Control Narrative							4	8																4	16
C. Traffic Control Phasing Layouts			2				16	40																24	82
D. Standard Selection																								2	2
Task Subtotal Hours	0	4	0	0	0	24	52	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34	114	
60% Subtotal Fee	\$0	\$1,040	\$0	\$0	\$0	\$4,200	\$6,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,910	\$15,650

90% Plans

A. Overall Phasing Plan						2	4															2			8
B. Traffic Control Narrative						2	8															4			14
C. Traffic Control Phasing Layouts						8	16															16			40
D. Standard Selection																								0	
Task Subtotal Hours	0	0	0	0	0	12	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	0	0	62
90% Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$2,100	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,530	\$0	\$0	\$8,130

100% Plans

A. Overall Phasing Plan																									0
B. Traffic Control Narrative																									0
C. Traffic Control Phasing Layouts						2	4																8		14
D. Standard Selection																								0	
Task Subtotal Hours	0	0	0	0	0	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	14
100% Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$350	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$920	\$0	\$0	\$1,770
Task Subtotal Hours	0	4	0	0	0	38	84	0	0	0	0	0	0	0	0	0	0	0	0	0	0	64	0	0	190
Task Subtotal Fee	\$0	\$1,040	\$0	\$0	\$0	\$6,650	\$10,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,360	\$0	\$0	\$25,550

G Illumination

30% Plans

Perform Google Earth Site Survey and Analysis						1	2																		3
Utility Power Company Coordination						2	8																		10
Photometrics Analysis						1	8															2			11
Overcurrent Protection and Voltage Drop Analysis						1	2																		3
Electrical Service Load Analysis						1	2															2			5
Illumination Summary & General Notes						2	2															2			6
Illumination Removal Layouts						1	4															2			7
Illumination Layouts						2	12															6			20
Illumination Details						1	4															2			7
Illumination Schematic						1	4															2			7
City and/or TxDOT Standards & Specifications						1	4															2			7
Cost Estimate						1	2																		3
QAQC						2	2															1			5
Review Comment Responses						2	2															1			5
Attend Review Meetings						1	2																		3
Task Subtotal Hours	0	0	0	20	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22	0	0	102
30% Subtotal Fee	\$0	\$0	\$0	\$5,000	\$0	\$10,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,530	\$0	\$0	\$18,030

60% Plans

Perform Google Earth Site Survey and Analysis							2																		2
Utility Power Company Coordination						1	8																		9
Photometrics Analysis						1	20															6			27
Overcurrent Protection and Voltage Drop Analysis						2	4																		6
Electrical Service Load Analysis						2	4															2			8
Illumination Summary & General Notes						2	4															2			8
Illumination Removal Layouts						1	8															2			11
Illumination Layouts						2	30															16			48
Illumination Details						1	12															2			15
Illumination Schematic						1	12															4			17
City and/or TxDOT Standards & Specifications						1	8															2			11
Cost Estimate						1	2																		3
QAQC						2	2															1			5
Review Comment Responses						2	2															1			5
Attend Review Meetings						1	2																		3
Task Subtotal Hours	0	0	0	20	0	120	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38	0	0	178
60% Subtotal Fee	\$0	\$0	\$0	\$5,000	\$0	\$21,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,370	\$0	\$0	\$30,370

90% Plans

Utility Power Company Coordination						1	4																		5
Photometrics Analysis						1	10															2			13
Overcurrent Protection and Voltage Drop Analysis						2	2																		4
Electrical Service Load Analysis						2	2															2			6
Illumination Summary & General Notes						2	2															2			6
Illumination Removal Layouts						1	2															2			5
Illumination Layouts						2	20															8			30
Illumination Details						1	4															2			7
Illumination Schematic						1	4															2			7
City and/or TxDOT Standards & Specifications						1	4															2			7
Cost Estimate						1	2																		3
QAQC						2	2															1			5
Review Comment Responses						2	2															1			5
Attend Review Meetings						1	2																		3
Task Subtotal Hours	0	0	0	20	0	62	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	0	0	106
90% Subtotal Fee	\$0	\$0	\$0	\$5,000	\$0	\$10,850	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,760	\$0	\$0	\$18,610

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

Doucet & Associates

	Principal	Sr. PM	Senior Project Engineer	Project Engineer II	Engineer Associate II	Senior Civil Technician	Civil Technician	Survey Project Manager (RPLS)	Senior Survey Technician	GIS Specialist	Two-Person Field Crew	Three-Person Field Crew	Party Chief-Time Basis	Administrative Assistant	LiDAR Scanner	TOTAL
2022 TIRZ RATES - DRAFT w 2023 Escalation	\$273	\$247	\$201	\$170	\$139	\$155	\$134	\$227	\$139	\$139	\$165	\$216	\$118	\$108	\$108	
A Project Management																
A. Coordination with City		12		8												20
B. Invoicing and Schedule Updates		12												24		36
C. Subconsultant Coordination, Deliverables Review and Invoices																0
D. Quality Assurance / Quality Control																0
Task Subtotal Hours	0	24	0	8	0	0	0	0	0	0	0	0	0	24	0	56
Task Subtotal Fee	\$0	\$5,933	\$0	\$1,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,596	\$0	\$9,888
B Roadway Design																
Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C Drainage Design																
<u>30% Plans</u>																
Data Collection and field work		4	2	8												14
Hydrologic and Hydraulic design		1	1	4												6
Storm Drain analyses and design, including outfall		4	1	16												21
Storm Drain Hydrologic and Hydraulic Tables		1	1	4												6
Storm Water Detention Analysis and Design		4	1	12												17
Water Quality and Rain garden/bioretention design		8	2	20												30
Plan Sheets for Drainage Design	2	4	1	20		20	20									67
Stormwater Report		2	2	8												12
Task Subtotal Hours	2	28	11	92	0	20	20	0	0	0	0	0	0	0	0	173
30% Subtotal Fee	\$546	\$6,922	\$2,209	\$15,635	\$0	\$3,090	\$2,678	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,080
<u>60% Plans</u>																
Hydrologic and Hydraulic design		1	1	2												4
Storm Drain analyses and design, including outfall		1	1	8												10
Storm Drain Hydrologic and Hydraulic Tables		1	1	2												4
Storm Water Detention Analysis and Design		2	2	8												12
Water Quality and Rain garden/bioretention design		8	2	8												18
Plan Sheets for Drainage Design	2	8	2	24		20	40									96
Stormwater Report		1	2	4												7
Task Subtotal Hours	2	22	11	56	0	20	40	0	0	0	0	0	0	0	0	151
60% Subtotal Fee	\$546	\$5,438	\$2,209	\$9,517	\$0	\$3,090	\$5,356	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,157
<u>90% Plans</u>																
Hydrologic and Hydraulic design		1	1	4												6
Storm Drain analyses and design, including outfall		1	1	12												14
Storm Drain Hydrologic and Hydraulic Tables		1	1	2												4
Storm Water Detention Analysis and Design		2	1	12												15
Water Quality and Rain garden/bioretention design		4	1	12												17
Plan Sheets for Drainage Design		4	1	12		20	40									77
Stormwater Report	2	1	1	4												8
Task Subtotal Hours	2	14	7	58	0	20	40	0	0	0	0	0	0	0	0	141
90% Subtotal Fee	\$546	\$3,461	\$1,406	\$9,857	\$0	\$3,090	\$5,356	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,716
<u>100% Plans, Permitting, Bid Support, Specifications</u>																
Hydrologic and Hydraulic design		0	1	1												2
Storm Drain analyses and design, including outfall		0	1	4												5
Storm Drain Hydrologic and Hydraulic Tables		0	1	1												2
Storm Water Detention Analysis and Design		1	1	8												10
Water Quality and Rain garden/bioretention design		2	1	8												11
Plan Sheets for Drainage Design	1	2	1	8		16	24									52
Stormwater Report		1	1	4												6
City of Dripping Springs Permitting/Coordination		8	16	16		16	16									56
Task Subtotal Hours	1	14	7	50	0	32	40	0	0	0	0	0	0	0	0	144
100% Subtotal Fee	\$273	\$3,461	\$1,406	\$8,498	\$0	\$4,944	\$5,356	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,937
Task Subtotal Hours	7	78	36	256	0	92	140	0	0	0	0	0	0	0	0	609
Task Subtotal Fee	\$1,911	\$19,282	\$7,231	\$43,507	\$0	\$14,214	\$18,746	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$104,890

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

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

MCCANN ADAMS STUDIO

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

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

HVJ Associates

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

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

Old Fitzhugh Road PS&E - Additional Services 1

Summary		HDR	Doucet	MAS	HVJ	TOTAL
A Project Management	Hours	44	34	20	0	98
	Fee	\$9,400	\$6,829	\$3,480	\$0	\$19,709
B Roadway Design	Hours	84	0	0	0	84
	Fee	\$11,280	\$0	\$0	\$0	\$11,280
C Drainage Design	Hours	0	262	0	0	262
	Fee	\$0	\$42,858	\$0	\$0	\$42,858
D Signing and Pavement Marking	Hours	0	0	0	0	0
	Fee	\$0	\$0	\$0	\$0	\$0
E Traffic Calming	Hours	0	0	0	0	0
	Fee	\$0	\$0	\$0	\$0	\$0
F Traffic Control Plans	Hours	0	0	0	0	0
	Fee	\$0	\$0	\$0	\$0	\$0
G Illumination	Hours	26	0	0	0	26
	Fee	\$3,130	\$0	\$0	\$0	\$3,130
H Erosion Control and SW3P Narrative	Hours	454	0	0	0	454
	Fee	\$76,480	\$0	\$0	\$0	\$76,480
I Utility Coordination	Hours	0	0	0	0	0
	Fee	\$0	\$0	\$0	\$0	\$0
J Environmental	Hours	0	0	0	0	0
	Fee	\$0	\$0	\$0	\$0	\$0
K Public Outreach	Hours	0	8	0	0	8
	Fee	\$0	\$865	\$0	\$0	\$865
L Right-of-Way Surveying	Hours	0	74	0	0	74
	Fee	\$0	\$12,515	\$0	\$0	\$12,515
M Landscape, Streetscape Design, and Urban Design	Hours	0	0	42	0	42
	Fee	\$0	\$0	\$5,160	\$0	\$5,160
N Geotechnical Engineering and Pavement Design	Hours	0	0	0	0	0
	Fee	\$0	\$0	\$0	\$0	\$0
O PS&E Preparation	Hours	0	0	0	0	0
	Fee	\$0	\$0	\$0	\$0	\$0
P Bid Phase Services	Hours	0	0	32	0	32
	Fee	\$0	\$0	\$3,960	\$0	\$3,960
Q Construction Phase Services	Hours	0	0	45	0	45
	Fee	\$0	\$0	\$7,390	\$0	\$7,390
R Expenses	Hours	0	0	0	0	0
	Fee	\$0	\$0	\$4,800	\$0	\$4,800
TOTAL HOURS		608	378	62	0	1048
TOTAL FEE		\$100,290	\$63,067	\$24,790	\$0	\$188,147

Old Fitzhugh Road PS&E - Additional Services 1

Summary by Phase		HDR	Doucet	MAS	HVJ	TOTAL
30 Percent Design Plans						
A	Project Management	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
B	Roadway Design	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
C	Drainage Design	0 \$0	56 \$9,322	0 \$0	0 \$0	56 \$9,322
D	Signing and Pavement Marking	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
E	Traffic Calming					
F	Traffic Control Plans					
G	Illumination	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
H	Erosion Control and SW3P Narrative					
I	Utility Coordination	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
J	Environmental	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
K	Public Outreach					
L	Right-of-Way Surveying	0 \$0	74 \$12,515	0 \$0	0 \$0	74 \$12,515
M	Landscape, Streetscape Design, and Urban Design	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
N	Geotechnical Engineering and Pavement Design					
O	PS&E Preparation	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
P	Bid Phase Services					
Q	Construction Phase Services					
R	Expenses	\$0	\$0	\$0	\$0	\$0
	Total Hours	0	130	0	0	130
	Total Fee	\$0	\$21,836	\$0	\$0	\$21,836

60 Percent Design Plans						
A	Project Management	0 \$0	17 \$3,414	0 \$0	0 \$0	29.4 \$5,913
B	Roadway Design	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
C	Drainage Design	0 \$0	124 \$20,765	0 \$0	0 \$0	124 \$20,765
D	Signing and Pavement Marking	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
E	Traffic Calming	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
F	Traffic Control Plans	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
G	Illumination	211 \$34,810	0 \$0	0 \$0	0 \$0	211 \$34,810
H	Erosion Control and SW3P Narrative	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
I	Utility Coordination	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
J	Environmental	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
K	Public Outreach	0 \$0	8 \$865	0 \$0	0 \$0	8 \$865
L	Right-of-Way Surveying					
M	Landscape, Streetscape Design, and Urban Design	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
N	Geotechnical Engineering and Pavement Design	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
O	PS&E Preparation	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
P	Bid Phase Services					
Q	Construction Phase Services					
R	Expenses	\$0	\$0	\$0	\$0	\$0
	Total Hours	211	149	0	0	360
	Total Fee	\$34,810	\$25,044	\$0	\$0	\$59,854

	<u>90 Percent Design Plans</u>					
A	Project Management	26.4 \$5,640	17 \$3,414	12 \$2,088	0 \$0	29.4 \$5,913
B	Roadway Design	64 \$8,650	0 \$0	0 \$0	0 \$0	64 \$8,650
C	Drainage Design	0 \$0	82 \$12,772	0 \$0	0 \$0	82 \$12,772
D	Signing and Pavement Marking	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
E	Traffic Calming					
F	Traffic Control Plans	17 \$2,045	0 \$0	0 \$0	0 \$0	17 \$2,045
G	Illumination	164 \$28,250	0 \$0	0 \$0	0 \$0	164 \$28,250
H	Erosion Control and SW3P Narrative					
I	Utility Coordination					
J	Environmental					
K	Public Outreach					
L	Right-of-Way Surveying					
M	Landscape, Streetscape Design, and Urban Design	0 \$0	0 \$0	42 \$5,160	0 \$0	42 \$5,160
N	Geotechnical Engineering and Pavement Design					
O	PS&E Preparation	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
P	Bid Phase Services					
Q	Construction Phase Services					
R	Expenses	\$0	\$0	\$4,800	\$0	\$4,800
	Total Hours	271	99	54	0	424
	Total Fee	\$44,585	\$16,186	\$12,048	\$0	\$72,819

100 Percent Design Plans						
A	Project Management	18 \$3,760	0 \$0	8 \$1,392	0 \$0	10 \$1,971
B	Roadway Design	20 \$2,630	0 \$0	0 \$0	0 \$0	20 \$2,630
C	Drainage Design	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
D	Signing and Pavement Marking	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
E	Traffic Calming					
F	Traffic Control Plans	9 \$1,085	0 \$0	0 \$0	0 \$0	9 \$1,085
G	Illumination	79 \$13,420	0 \$0	0 \$0	0 \$0	79 \$13,420
H	Erosion Control and SW3P Narrative					
I	Utility Coordination					
J	Environmental					
K	Public Outreach					
L	Right-of-Way Surveying					
M	Landscape, Streetscape Design, and Urban Design	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
N	Geotechnical Engineering and Pavement Design					
O	PS&E Preparation	0 \$0	0 \$0	0 \$0	0 \$0	0 \$0
P	Bid Phase Services					
Q	Construction Phase Services					
R	Expenses	\$0	\$0	\$0	\$0	\$0
	Total Hours	126	0	8	0	134
	Total Fee	\$20,895	\$0	\$1,392	\$0	\$22,287
Bid and Construction Phase						
P	Bid Phase Services	0 \$0	0 \$0	32 \$3,960	0 \$0	32 \$3,960
Q	Construction Phase Services	0 \$0	0 \$0	45 \$7,390	0 \$0	45 \$7,390
R	Expenses	\$0	\$0	\$0	\$0	\$0
	Total Hours	0	0	77	0	77
	Total Fee	\$0	\$0	\$11,350	\$0	\$11,350
	Grand Total Hours	608	378	139	0	1,125
	Grand Total Fee	\$100,290	\$63,067	\$24,790	\$0	\$188,147

Old Fitzhugh Road PS&E - Additional Services 1

Detailed Summary		HDR	Doucet	MAS	HVJ	TOTAL
A	Project Management					
	Hours	44	34	20	0	98
	Fee	\$9,400	\$6,829	\$3,480	\$0	\$19,709
B	Roadway Design					
	90% Hours	64	0	0	0	64
	90% Fee	\$8,650	\$0	\$0	\$0	\$8,650
	100% Hours	20	0	0	0	20
	100% Fee	\$2,630	\$0	\$0	\$0	\$2,630
	Total Hours	84	0	0	0	84
	Total Fee	\$11,280	\$0	\$0	\$0	\$11,280
C	Drainage Design					
	30% Hours	0	56	0	0	56
	30% Fee	\$0	\$9,322	\$0	\$0	\$9,322
	60% Hours	0	124	0	0	124
	60% Fee	\$0	\$20,765	\$0	\$0	\$20,765
	90% Hours	0	82	0	0	82
	90% Fee	\$0	\$12,772	\$0	\$0	\$12,772
	100% Hours	0	0	0	0	0
	100% Fee	\$0	\$0	\$0	\$0	\$0
	Total Hours	0	262	0	0	262
	Total Fee	\$0	\$42,858	\$0	\$0	\$42,858
D	Signing and Pavement Marking					
	Total Hours	0	0	0	0	0
	Total Fee	\$0	\$0	\$0	\$0	\$0
E	Traffic Calming					
	Hours	0	0	0	0	0
	Fee	\$0	\$0	\$0	\$0	\$0
F	Traffic Control Plans					
	90% Hours	17	0	0	0	17
	90% Fee	\$2,045	\$0	\$0	\$0	\$2,045
	100% Hours	9	0	0	0	9
	100% Fee	\$1,085	\$0	\$0	\$0	\$1,085
	Hours	26	0	0	0	26
	Fee	\$3,130	\$0	\$0	\$0	\$3,130
G	Illumination					
	60% Hours	211	0	0	0	211
	60% Fee	\$34,810	\$0	\$0	\$0	\$34,810
	90% Hours	164	0	0	0	164
	90% Fee	\$28,250	\$0	\$0	\$0	\$28,250
	100% Hours	79	0	0	0	79
	100% Fee	\$13,420	\$0	\$0	\$0	\$13,420
	Total Hours	454	0	0	0	454
	Total Fee	\$76,480	\$0	\$0	\$0	\$76,480
H	Erosion Control and SW3P Narrative					
	Hours	0	0	0	0	0
	Fee	\$0	\$0	\$0	\$0	\$0
I	Utility Coordination					
	Hours	0	0	0	0	0
	Fee	\$0	\$0	\$0	\$0	\$0
J	Environmental					
	Hours	0	0	0	0	0
	Fee	\$0	\$0	\$0	\$0	\$0
K	Public Outreach					
	Hours	0	8	0	0	8
	Fee	\$0	\$865	\$0	\$0	\$865

L	Right-of-Way Surveying	Hours	0	74	0	0	74
		Fee	\$0	\$12,515	\$0	\$0	\$12,515
M	Landscape, Streetscape Design, and Urban Design	90% Hours	0	0	42	0	42
		90% Fee	\$0	\$0	\$5,160	\$0	\$5,160
		100% Hours	0	0	0	0	0
		100% Fee	\$0	\$0	\$0	\$0	\$0
		Total Hours	0	0	42	0	42
	Total Fee	\$0	\$0	\$5,160	\$0	\$5,160	
N	Geotechnical Engineering and Pavement Design	Hours	0	0	0	0	0
		Fee	\$0	\$0	\$0	\$0	\$0
O	PS&E Preparation	Total Hours	0	0	0	0	0
		Total Fee	\$0	\$0	\$0	\$0	\$0
P	Bid Phase Services	Total Hours	0	0	32	0	32
		Total Fee	\$0	\$0	\$3,960	\$0	\$3,960
Q	Construction Phase Services	Total Hours	0	0	45	0	45
		Total Fee	\$0	\$0	\$7,390	\$0	\$7,390
R	Expenses	Fee	\$0	\$0	\$4,800	\$0	\$4,800
		TOTAL HOURS	608	378	139	0	1,125
	TOTAL FEE	\$100,290	\$63,067	\$24,790	\$0	\$188,147	

HDR Engineering, Inc.

	Proj Principal	Proj Manager	QC Manager	Sr. Light Engr	Sr. Engr	Proj Engr	EIT	Se. Utility Engr	Sr. Utility Coordinator	Utility Coordinator	Sr. Real Estate Lead	Sr. Real Estate Spec	Real Estate Spec	Sr. Env Lead	Sr. Env. Scientist	Env Scientist	Public Involvement Manager	Public Involvement Coordinator	Graphic Designer I	GIS Analyst	Sr. CADD Tech	CADD Tech	Arch/Historian	Admin Asst	TOTAL	
2022 TIRZ RATES w 2023 Escalation	\$310	\$260	\$250	\$250	\$240	\$175	\$125	\$250	\$220	\$160	\$300	\$150	\$120	\$200	\$150	\$115	\$130	\$125	\$105	\$130	\$150	\$115	\$95	\$95		
A Project Management																										
A. Coordination with City		12																							12	
B. Invoicing and Schedule Updates																									8	8
C. Subconsultant Coordination, Deliverables Review and Invoices		8																							4	12
D. Quality Assurance / Quality Control		6	6																							12
Task Subtotal Hours	0	26	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	44	
Task Subtotal Fee	\$0	\$6,760	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,140	\$9,400
B Roadway Design																										
<u>90% Plans</u>																										
A. Title Sheet and Index of Sheets																										0
B. Typical Sections																										0
C. Project Layout																										2
D. Horizontal Alignment Data Sheets:						8																				10
E. Roadway Plan & Profile					2	2	8																			20
F. Intersection Layouts - Cross Streets						2	4																			10
G. Driveway Plan & Profiles																										0
H. Removal Layouts							4																			8
I. Pedestrian and Bicycle Facilities						2	4																			14
J. Roadway Cross Sections																										0
K. Miscellaneous Detail Sheets																										0
L. Quantity Summary Sheets																										0
M. Standards Selection																										0
N. 90% Final PSE Submittal QC and Prepare					2	14	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28	0	0	64
Task Subtotal Hours	0	0	0	0	2	14	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28	0	0	64	
90% Subtotal Fee	\$0	\$0	\$0	\$0	\$480	\$2,450	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,220	\$0	\$0	\$0	\$8,650
<u>100% Plans</u>																										
A. Title Sheet and Index of Sheets																										0
B. Typical Sections																										0
C. Project Layout																										0
D. Horizontal Alignment Data Sheets:																										0
E. Roadway Plan & Profile					2		4																			6
F. Intersection Layouts - Cross Streets							4																			6
G. Driveway Plan & Profiles																										0
H. Removal Layouts																										0
I. Pedestrian and Bicycle Facilities																										4
J. Roadway Cross Sections																										4
K. Miscellaneous Detail Sheets																										0
L. Quantity Summary Sheets																										0
M. Standards Selection																										0
N. Final PSE Submittal QC and Prepare					2	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	0	20
Task Subtotal Hours	0	0	0	0	2	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	0	20	
100% Subtotal Fee	\$0	\$0	\$0	\$0	\$480	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,150	\$0	\$0	\$0	\$2,630
Task Subtotal Hours	0	0	0	0	4	14	28	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38	0	0	84	
Task Subtotal Fee	\$0	\$0	\$0	\$0	\$960	\$2,450	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,370	\$0	\$0	\$0	\$11,280
C Drainage Design																										
Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D Signing and Pavement Marking																										
Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E Traffic Calming																										
Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

F Traffic Control Plans																									
<u>90% Plans</u>																									
A. Overall Phasing Plan																									0
B. Traffic Control Narrative																									1
C. Traffic Control Phasing Layouts																							8		16
D. Standard Selection																									0
Task Subtotal Hours	0	0	0	0	0	0	0	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	17
90% Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$920	\$0	\$2,045
<u>100% Plans</u>																									
A. Overall Phasing Plan																									0
B. Traffic Control Narrative																									1
C. Traffic Control Phasing Layouts																							4		8
D. Standard Selection																									0
Task Subtotal Hours	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	9	
100% Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$460	\$0	\$1,085
Task Subtotal Hours	0	0	0	0	0	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0	0	12	0	26	
Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,380	\$0	\$3,130
G Illumination																									
<u>60% Plans</u>																									
Perform Google Earth Site Survey and Analysis																									4
Utility Power Company Coordination																									8
Photometrics Analysis																							12		38
Overcurrent Protection and Voltage Drop Analysis																									10
Electrical Service Load Analysis																							4		14
Illumination Summary & General Notes																							4		14
Illumination Removal Layouts																							8		22
Illumination Layouts																							12		40
Illumination Details																							8		18
Illumination Schematic																							8		18
City and/or TxDOT Standards & Specifications																							6		16
Cost Estimate																									3
QAQC																							1		5
Review Comment Responses																							1		1
Attend Review Meetings																									0
Task Subtotal Hours	0	0	0	23	0	124	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	64	0	211	
60% Subtotal Fee	\$0	\$0	\$0	\$5,750	\$0	\$21,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,360	\$0	\$34,810
<u>90% Plans</u>																									
Utility Power Company Coordination																									6
Photometrics Analysis																							8		26
Overcurrent Protection and Voltage Drop Analysis																									8
Electrical Service Load Analysis																							3		11
Illumination Summary & General Notes																							3		9
Illumination Removal Layouts																							2		12
Illumination Layouts																							12		38
Illumination Details																							4		14
Illumination Schematic																							4		14
City and/or TxDOT Standards & Specifications																							2		10
Cost Estimate																									3
QAQC																							1		5
Review Comment Responses																							1		1
Attend Review Meetings																									3
Task Subtotal Hours	0	0	0	26	0	98	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	164	
90% Subtotal Fee	\$0	\$0	\$0	\$6,500	\$0	\$17,150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,600	\$0	\$28,250
<u>100% Plans</u>																									
Utility Power Company Coordination																									3
Photometrics Analysis																									7
Overcurrent Protection and Voltage Drop Analysis																							2		5
Electrical Service Load Analysis																							2		5
Illumination Summary & General Notes																							2		5
Illumination Removal Layouts																							6		9
Illumination Layouts																							2		15
Illumination Details																							2		7
Illumination Schematic																							2		7
City and/or TxDOT Standards & Specifications																									3
Cost Estimate																									2
QAQC																							1		4
Review Comment Responses																							1		4
Attend Review Meetings																									3
Task Subtotal Hours	0	0	0	13	0	43	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23	0	79	
100% Subtotal Fee	\$0	\$0	\$0	\$3,250	\$0	\$7,525	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,645	\$0	\$13,420
Task Subtotal Hours	0	0	0	62	0	265	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	127	0	454	
Task Subtotal Fee	\$0	\$0	\$0	\$15,500	\$0	\$46,375	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,605	\$0	\$76,480

H	Erosion Control and SW3P Narrative	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I	Utility Coordination	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
J	Environmental	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
K	Public Outreach	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
L	Right-of-Way Surveying	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
M	Landscape, Streetscape Design, and Urban Design	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
N	Geotechnical Engineering and Pavement Design	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O	PS&E Preparation	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
P	Bid Phase Services	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Q	Construction Phase Services	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	Expenses																										
	Printing																										
	Mileage																										
	TDLR Accessibility Review - Altura																										
		Task Subtotal Fee																									\$0
		TOTAL HOURS	0	26	6	62	4	279	42	0	0	0	0	0	0	0	0	0	0	0	0	0	0	177	0	12	608
		TOTAL FEE	\$0	\$6,760	\$1,500	\$15,500	\$960	\$48,825	\$5,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,355	\$0	\$1,140	\$100,290

Doucet & Associates

	Principal	Sr. PM	Senior Project Engineer	Project Engineer II	Engineer Associate II	Senior Civil Technician	Civil Technician	Survey Project Manager (RPLS)	Senior Survey Technician	GIS Specialist	Two-Person Field Crew	Three-Person Field Crew	Party Chief-Time Basis	Administrative Assistant	LiDAR Scanner	TOTAL
2022 TIRZ RATES - w 2023 Escalation	\$273	\$247	\$201	\$170	\$139	\$155	\$134	\$227	\$139	\$139	\$165	\$216	\$118	\$108	\$108	
A Project Management																
A. Coordination with City		4														4
B. Invoicing and Schedule Updates		4												6		10
C. Subconsultant Coordination, Deliverables Review and Invoices																0
D. Quality Assurance / Quality Control		4	16													20
Task Subtotal Hours	0	12	16	0	0	0	0	0	0	0	0	0	0	6	0	34
Task Subtotal Fee	\$0	\$2,966	\$3,214	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$649	\$0	\$6,829
B Roadway Design																
Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C Drainage Design																
<u>30% Plans</u>																
Data Collection and field work																0
Hydrologic and Hydraulic design																0
Storm Drain analyses and design, including outfall	1	4			8	4										17
Storm Drain Hydrologic and Hydraulic Tables																0
Storm Water Detention Analysis and Design					8	4										12
Water Quality and Rain garden/bioretention design	1	6			16	4										27
Plan Sheets for Drainage Design																0
Stormwater Report																0
Task Subtotal Hours	2	10	0	0	32	12	0	0	0	0	0	0	0	0	0	56
30% Subtotal Fee	\$546	\$2,472	\$0	\$0	\$4,450	\$1,854	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,322
<u>60% Plans</u>																
Hydrologic and Hydraulic design																0
Storm Drain analyses and design, including outfall		8														8
Storm Drain Hydrologic and Hydraulic Tables																0
Storm Water Detention Analysis and Design																0
Water Quality and Rain garden/bioretention design		12			40	60										112
Plan Sheets for Drainage Design		4														4
Stormwater Report																0
Task Subtotal Hours	0	24	0	0	40	60	0	0	0	0	0	0	0	0	0	124
60% Subtotal Fee	\$0	\$5,933	\$0	\$0	\$5,562	\$9,270	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,765
<u>90% Plans</u>																
Hydrologic and Hydraulic design		2				8										10
Storm Drain analyses and design, including outfall		8				24	40									72
Storm Drain Hydrologic and Hydraulic Tables																0
Storm Water Detention Analysis and Design																0
Water Quality and Rain garden/bioretention design																0
Plan Sheets for Drainage Design																0
Stormwater Report																0
Task Subtotal Hours	0	10	0	0	0	32	40	0	0	0	0	0	0	0	0	82
90% Subtotal Fee	\$0	\$2,472	\$0	\$0	\$0	\$4,944	\$5,356	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,772
<u>100% Plans, Permitting, Bid Support, Specifications</u>																
Hydrologic and Hydraulic design																0
Storm Drain analyses and design, including outfall																0
Storm Drain Hydrologic and Hydraulic Tables																0
Storm Water Detention Analysis and Design																0
Water Quality and Rain garden/bioretention design																0
Plan Sheets for Drainage Design																0
Stormwater Report																0
City of Dripping Springs Permitting/Coordination																0
Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
100% Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task Subtotal Hours	2	44	0	0	72	104	40	0	0	0	0	0	0	0	0	262
Task Subtotal Fee	\$546	\$10,877	\$0	\$0	\$10,012	\$16,068	\$5,356	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,858

D	Signing and Pavement Marking	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E	Traffic Calming	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F	Traffic Control Plans	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G	Illumination	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H	Erosion Control and SW3P Narrative	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I	Utility Coordination	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
J	Environmental	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
K	Public Outreach	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	8	0	8
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$865	\$0	\$865
L	Right-of-Way Surveying																
	A.Right-of-Way Mapping Survey & R.O.E.								4	6		8					18
	B.Storm Drain (4) and Trail (2) Easement Descriptions Survey								4	8							12
	C.Right-of-Way Supplemental Topographic and Tree Survey & Control Survey								8	12		24					44
	Task Subtotal Hours	0	0	0	0	0	0	0	16	26	0	32	0	0	0	0	74
	Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,626	\$3,615	\$0	\$5,274	\$0	\$0	\$0	\$0	\$12,515
M	Landscape, Streetscape Design, and Urban Design	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
N	Geotechnical Engineering and Pavement Design	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
P	Bid Phase Services	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Q	Construction Phase Services	Task Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	Expenses																
	Printing																
	Mileage																
	Task Subtotal Fee																\$0
	TOTAL HOURS		2	56	16	0	72	104	40	16	26	0	32	0	0	14	378
	TOTAL FEE		\$546	\$13,843	\$3,214	\$0	\$10,012	\$16,068	\$5,356	\$3,626	\$3,615	\$0	\$5,274	\$0	\$0	\$1,514	\$63,067

MCCANN ADAMS STUDIO

		PRINCIPAL	PROJ MGR	CAD	TOTAL
2024 TIRZ RATES		\$240	\$130	\$90	
A	Project Management				
	A. Coordination with City	4	4		8
	B. Invoicing and Schedule Updates	4	8		12
	C. Subconsultant Coordination, Deliverables Review and Invoices				0
	D. Quality Assurance / Quality Control				0
	Task Subtotal Hours	8	12	0	20
	Task Subtotal Fee	\$1,920	\$1,560	\$0	\$3,480
B	Roadway Design				
	Task Subtotal Hours	0	0	0	0
	Task Subtotal Fee	\$0	\$0	\$0	\$0
C	Drainage Design				
	Task Subtotal Hours	0	0	0	0
	Task Subtotal Fee	\$0	\$0	\$0	\$0
D	Signing and Pavement Marking				
	Task Subtotal Hours	0	0	0	0
	Task Subtotal Fee	\$0	\$0	\$0	\$0
E	Traffic Calming				
	Task Subtotal Hours	0	0	0	0
	Task Subtotal Fee	\$0	\$0	\$0	\$0
F	Traffic Control Plans				
	Task Subtotal Hours	0	0	0	0
	Task Subtotal Fee	\$0	\$0	\$0	\$0
G	Illumination				
	Task Subtotal Hours	0	0	0	0
	Task Subtotal Fee	\$0	\$0	\$0	\$0
J	Environmental				
	Task Subtotal Hours	0	0	0	0
	Task Subtotal Fee	\$0	\$0	\$0	\$0
K	Public Outreach				
	Task Subtotal Hours	0	0	0	0
	Task Subtotal Fee	\$0	\$0	\$0	\$0
L	Right-of-Way Surveying				
	Task Subtotal Hours	0	0	0	0
	Task Subtotal Fee	\$0	\$0	\$0	\$0
M	Landscape, Streetscape Design, and Urban Design				
	<u>90% Plans</u>	6	12	24	42
	Task Subtotal Hours	6	12	24	42
	90% Subtotal Fee	\$1,440	\$1,560	\$2,160	\$5,160
	<u>100% Plans</u>	0	0	0	0
	Task Subtotal Hours	0	0	0	0
	100% Subtotal Fee	\$0	\$0	\$0	\$0
	Task Subtotal Hours	6	12	24	42
	Task Subtotal Fee	\$1,440	\$1,560	\$2,160	\$5,160

N	<u>Geotechnical Engineering and Pavement Design</u>				
		Task Subtotal Hours	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0
O	<u>PS&E Preparation</u>				
		Task Subtotal Hours	0	0	0
		Task Subtotal Fee	\$0	\$0	\$0
P	<u>Bid Phase Services</u>				
	Prepare Bid Manual	2	8	16	26
	Prepare for and attend Pre Bid Meeting	2	4		6
	Prepare and Distribute Addendum				0
	Prepare Bid Tab and Letter of Recommendation				0
		Task Subtotal Hours	4	12	16
		Task Subtotal Fee	\$960	\$1,560	\$1,440
Q	<u>Construction Phase Services</u>				
	Pre-Construction Meeting				0
	Review of Contractor Submittals	2	6		8
	Construction Site Visits	8	13		21
	Requests for Information	2	6		8
	Final Walk-Through / Punch List	2	6		8
	As-Built Plans				0
	Project Management				0
		Task Subtotal Hours	14	31	0
		Task Subtotal Fee	\$3,360	\$4,030	\$0
R	<u>Expenses</u>				
	Printing				
	Mileage				
	Irrigation Consultant				\$4,800
		Task Subtotal Fee			\$4,800
		TOTAL HOURS	32	67	40
		TOTAL FEE	\$7,680	\$8,710	\$3,600
					\$24,790

EXHIBIT “D”**CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:**

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

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

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

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

Type of Contract and Amount of Insurance:

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

2022

2023

2024

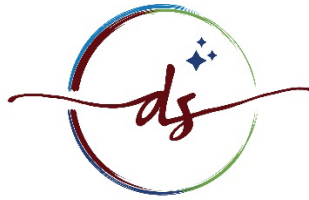
2025

2026

2027

Task Name	Calendar Days	Start	End	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26	Sep 26	Oct 26	Nov 26	Dec 26	Jan 27	Feb 27	Mar 27
Project Management	1191	1-Feb-22	7-May-26																																																														
Notice to Proceed	1	1-Feb-22	1-Feb-22																																																														
Progress Reports	1191	1-Feb-22	7-May-25																																																														
Invoices/Payment Requisitions	1191	1-Feb-22	7-May-25																																																														
Utility Coordination	1164	8-Feb-22	7-May-25																																																														
Deliverable - Utility Conflict Matrix	1	7-May-25	7-May-25																																																														
Environmental Documentation	1164	8-Feb-22	7-May-25																																																														
Environmental Analysis	224	1-Feb-22	13-Sep-22																																																														
TxDOT Environmental Clearance	943	15-Jan-23	7-May-25																																																														
Deliverable - Environmental Constraints Report	1	13-Sep-22	13-Sep-22																																																														
Deliverable - Categorical Exclusion	1	7-May-25	7-May-25																																																														
Public Outreach	176	11-Oct-22	5-Apr-23																																																														
Public Meeting Preparation	21	11-Oct-22	5-Apr-23																																																														
Property Owner Meetings	92	1-Nov-22	30-Mar-23																																																														
Dripping TIRZ Board Meeting	1	9-Jan-23	9-Jan-23																																																														
Historic Preservation Meeting	1	2-Feb-23	2-Feb-23																																																														
Planning and Zoning Commission	1	16-Feb-23	16-Feb-23																																																														
City Council	1	23-Feb-23	23-Feb-23																																																														
Transportation Committee	1	27-Feb-23	27-Feb-23																																																														
Public Meeting	1	7-Mar-23	7-Mar-23																																																														
Public Meeting Comment Period	30	7-Mar-23	5-Apr-23																																																														
Dripping TIRZ Board Meeting	1	12-Jun-23	12-Jun-23																																																														
Right-of-Way and Surveying	440	2-Apr-22	16-Jun-23																																																														
Deliverable - Survey Files	1	16-Jun-23	16-Jun-23																																																														
Geotechnical Engineering and Pavement Design	60	15-Jan-23	16-Mar-23																																																														
Deliverable - Geotechnical Report	1	16-Mar-23	16-Mar-23																																																														
30% PS&E	224	1-Feb-22	13-Sep-22																																																														
Draft 30% Design	149	1-Feb-22	30-Jun-22																																																														
City Review of 30% Design	36	30-Jun-22	3-Aug-22																																																														
30% Design Review Meeting	1	29-Jul-22	29-Jul-22																																																														
Meeting to Discuss ROW and/or Easements	1	8-Aug-22	8-Aug-22																																																														
Address City Comments on 30% Design	40	4-Aug-22	13-Sep-22																																																														
Deliverable - 30% Design Plans and Estimates	1	13-Sep-22	13-Sep-22																																																														
60% PS&E	437	25-Oct-22	4-Jan-24																																																														
Draft 60% Design	306	25-Oct-22	27-Aug-23																																																														
City/TxDOT Review of 60% Design	45	28-Aug-23	11-Oct-23																																																														
60% Design Review Meeting	1	12-Oct-23	12-Oct-23																																																														
Address City/TxDOT comments on 60% Design	85	12-Oct-23	5-Jan-24																																																														
Deliverable - 60% Design Plans and Estimates	1	5-Jan-24	5-Jan-24																																																														
Planning Activities (TxDOT TA Pedestrian)	319	18-Dec-23	1-Nov-24																																																														
Project Award	90	18-Dec-23	16-Mar-24																																																														
LGPP Risk Assessment	31	18-Dec-23	17-Jan-24																																																														
Add Project to STIP	274	18-Dec-23	16-Sep-24																																																														
AFA Execution and Payment	182	18-Dec-23	16-Jun-24																																																														
Project Kick Off Meeting	1	1-Nov-24	1-Nov-24																																																														
Utility Coordination & Relocations	478	15-Jan-24	7-May-25																																																														
ROW Acquisition / Easement Acquisitio	478	15-Jan-24	7-May-25																																																														
90% PS&E	195	15-Jan-24	28-Jul-24																																																														
TxDOT Review of 90% Design	60	15-Jan-24	14-Mar-24																																																														
Draft 90% Design	89	15-Jan-24	13-Apr-24																																																														
City and TxDOT Review of 90% Design	45	14-Apr-24	28-May-24																																																														
90% Design Review Meeting	1	28-May-24	28-May-24																																																														
Address City/TxDOT comments on 90% Design	60	30-May-24	28-Jul-24																																																														
Deliverable - 90% Design Plans, Specifications, and Estimates	1	28-Jul-24	28-Jul-24																																																														
100% PS&E / RTL PS&E	103	30-Jul-24	10-Nov-24																																																														
Prepare Final 100% Design	45	29-Jul-24	11-Sep-24																																																														
City/TxDOT Review of 100% Design	30	11-Sep-24	10-Oct-24																																																														
100% Design Review Meeting	1	11-Oct-24	11-Oct-24																																																														
Address City/TxDOT comments on 100% Design	30	12-Oct-24	10-Nov-24																																																														
Deliverable - 100% Design Plans, Specifications, and Estimates	1	10-Nov-24	10-Nov-24																																																														
Ready to Let	100	7-May-25	15-Aug-25																																																														
Let	1	15-Aug-25	15-Aug-25																																																														
Bid Phase Services	42	7-May-25	18-Jan-26																																																														
Prepare Bid Package	14	7-May-25	20-May-25																																																														
Bid Phase Services	30	20-May-25	18-Jan-26																																																														
Deliverable - Bid Package	1	21-May-25	20-May-25																																																														
Construction	500	13-Oct-25	25-Feb-27																																																														
Preconstruction Meeting	1	13-Oct-25	13-Oct-25																																																														
Roadway Construction	499	13-Oct-25	25-Feb-27																																																														

RISK ITEMS
KEY DATES



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Interim Deputy City Administrator 

Date: February 20, 2024

RE: FY 2024 Proposed Budget Amendment #3

TIRZ I:

Revenues:

- Balance Fwd. has increased **\$137,122.42** (From \$11,632.20 to \$148,754.62)
 - The balance forward represents the total balance of the TIRZ I fund, minus the \$750,000.00 being held for GAP Escrow. The previous budgeted amount (\$11,632.20) represented what was anticipated to be remaining if all expenses were paid last year.
- City AV has decreased **\$67,284.55** (From \$248,835.49 to \$181,550.94)
 - This total is based on the most recent appraisal values provided by the Hays central Appraisal District on January 4, 2024. This total may be amended again once the final supplement valuation is received in April.
- County AV has decreased **\$57,511.43** (From \$362,307.49 to \$304,796.06)
 - This total is based on the most recent appraisal values provided by the Hays central Appraisal District on January 4, 2024. This total may be amended again once the final supplement valuation is received in April.

Expenditures:

- HDR has increased **\$99,000.00** (From \$170,625.00 to \$269,625.00)
 - This additional \$99,000.00 is being proposed to cover the proposed amendment to HDR's contract of the Old Fitzhugh project. The total cost of the amendment is being split between TIRZ I & II, with TIRZ I covering 75% of the additional \$132,000.00 for the project.

TIRZ II:

Revenues:

- Balance Fwd. has decreased **\$315,243.12** (From \$1,547,461.82 to \$1,232,218.70)
 - The balance forward represents the total balance in the fund starting October 1, 2023.
- City AV has decreased **\$72,735.22** (From \$419,809.28 to \$347,074.06)
 - This total is based on the most recent appraisal values provided by the Hays central Appraisal District on January 4, 2024. This total may be amended again once the final supplement valuation is received in April.

- County AV has decreased **\$28,942.84** (From \$609,756.54 to \$580,813.70)
 - This total is based on the most recent appraisal values provided by the Hays central Appraisal District on January 4, 2024. This total may be amended again once the final supplement valuation is received in April.

Expenditures:

- HDR has increased **\$33,000.00** (From \$56,875.00 to \$89,875.00)
 - This additional \$99,000.00 is being proposed to cover the proposed amendment to HDR's contract of the Old Fitzhugh project. The total cost of the amendment is being split between TIRZ I & II, with TIRZ II covering 25% of the additional \$132,000.00 for the project.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2024-_____

BUDGET AMENDMENT

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2023-2024 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 2023-2024; and

WHEREAS, the City has had a need to adjust line items in the TIRZ I and TIRZ II 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 2023-2024 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 2023-2024 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

TIRZ I:

Revenues:

- Balance Fwd. has increased **\$137,122.42** (From \$11,632.20 to \$148,754.62)
- City AV has decreased **\$67,284.55** (From \$248,835.49 to \$181,550.94)
- County AV has decreased **\$57,511.43** (From \$362,307.49 to \$304,796.06)

Expenditures:

- HDR has increased **\$99,000.00** (From \$170,625.00 to \$269,625.00)

TIRZ II:

Revenues:

- Balance Fwd. has decreased **\$315,243.12** (From \$1,547,461.82 to \$1,232,218.70)
- City AV has decreased **\$72,735.22** (From \$419,809.28 to \$347,074.06)
- County AV has decreased **\$28,942.84** (From \$609,756.54 to \$580,813.70)

Expenditures:

- HDR has increased **\$33,000.00** (From \$56,875.00 to \$89,875.00)

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 20th day of February 2024 by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Taline Manassian, Mayor Pro Tem

ATTEST:

Andrea Cunningham, City Secretary

FY 2024
AdoptedFY 2024
AmendedFY 2024
Proposed
Amendment #3

CITY - GENERAL FUND

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #3	Change
Balance Forward	3,712,517.47	3,804,637.39		
Revenue				
AD Valorem	3,389,487.36	3,389,487.36		-
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	9,000.00	9,000.00		-
Fire Inspections	50,000.00	50,000.00		-
Bank Interest	50,000.00	50,000.00		-
Development Fees:				-
- Subdivision	638,875.00	638,875.00		-
- Site Dev	850,000.00	850,000.00		-
- Zoning/Signs/Ord	65,000.00	65,000.00		-
Building Code	1,500,000.00	1,500,000.00		-
Transportation Improvements Reimbursements	240,000.00	240,000.00		-
Solid Waste	45,000.00	45,000.00		-
Health Permits/Inspections	75,000.00	75,000.00		-
Municipal Court				-
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				-
TXF from WWU				-
TXF from TIRZ	100,558.00	100,558.00		-
TXF from Sidewalk Fund				-
FEMA	-	-		-
CARES Act	-	-		-
Opioid Abatement	-	-		-
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-		-
Total	14,654,837.83	14,746,957.75		-
Expense				
Supplies	35,000.00	35,000.00		-
Office IT Equipment and Support	139,499.00	139,499.00		-
Software Purchase, Agreements and Licenses	192,000.00	192,000.00		-
Website	6,800.00	6,800.00		-
Communications Network/Phone	58,395.84	58,395.84		-
Miscellaneous Office Equipment	10,300.00	10,300.00		-
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	1,140,000.00	1,140,000.00		-
- Street & ROW Maintenance	211,005.00	211,005.00		-
- Street Improvements	660,000.00	660,000.00		-
Office Maintenance/Repairs	19,860.00	19,860.00		-
Stephenson Building Maintenance	550.00	550.00		-
Maintenance Equipment	8,500.00	8,500.00		-
Equipment Maintenance	6,750.00	6,750.00		-
Maintenance Supplies	6,500.00	6,500.00		-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #3	Change
Fleet Acquisition	361,000.00	361,000.00		-
Fleet Maintenance	78,020.00	78,020.00		-
City Hall Improvements	556,000.00	556,000.00		-
Uniforms	17,500.00	17,500.00		-
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	-	-		-
- Stephenson Parking Lot Improvements				-
- Stephenson Building Rehabilitation	92,025.00	92,025.00		-
- OFR Grant Writer				-
- Planning Consultant	165,000.00	257,119.92		-
- Land Acquisition	10,000.00	10,000.00		-
- Downtown Bathroom	200,000.00	200,000.00		-
- City Hall Planning	20,000.00	20,000.00		-
Public Safety:				-
- Emergency Management Equipment	79,200.00	79,200.00		-
- Emergency Equipment Fire & Safety	996.00	996.00		-
- Emergency Mgt PR	2,000.00	2,000.00		-
- Emergency Equipment Maintenance & Service	12,102.00	12,102.00		-
- Emergency Management Other	-	-		-
- Animal Control	3,400.00	3,400.00		-
Public Relations	15,300.00	15,300.00		-
Postage	3,500.00	3,500.00		-
TML Insurance:				-
- Liability	27,277.00	27,277.00		-
- Property	48,810.00	48,810.00		-
- Workers' Comp	34,656.00	34,656.00		-
Dues, Fees, Subscriptions	31,500.00	31,500.00		-
Public Notices	2,000.00	2,000.00		-
City Sponsored Events				-
Election	8,000.00	8,000.00		-
Salaries	3,238,716.65	3,238,716.65		-
Taxes	259,605.82	259,605.82		-
Benefits	279,323.88	279,323.88		-
Retirement	185,186.55	185,186.55		-
DSRP Salaries	540,752.60	540,752.60		-
DSRP Taxes	43,887.57	43,887.57		-
DSRP Benefits	66,694.30	66,694.30		-
DSRP Retirement	31,931.44	31,931.44		-
Professional Services:				-
- Financial Services	37,500.00	37,500.00		-
- Engineering	70,000.00	70,000.00		-
- Special Counsel and Consultants	49,000.00	49,000.00		-
- 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	60,000.00	60,000.00		-
- Architectural and Landscape Consultants	5,000.00	5,000.00		-
- Historic District Consultant	13,500.00	19,750.00		-
- Lighting Consultant	2,000.00	2,000.00		-
- Human Resource Consultant	28,306.00	28,306.00		-
Training/CE	84,158.93	84,158.93		-
Employee Engagement	20,000.00	20,000.00		-

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #3	Change
Meeting Supplies	12,700.00	12,700.00		-
Code Publication	5,200.00	5,200.00		-
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)				-
Debt Payment 2024	367,000.00	367,000.00		-
TXF to Reserve Fund	500,000.00	500,000.00		-
TXF AV to TIF	668,644.77	668,644.77		-
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	-	-		-
TXF to Capital Improvement Fund	300,000.00	300,000.00		-
TXF to Vehicle Replacement Fund	86,010.00	86,010.00		-
TXF to WWU				-
TXF to Founders Day				-
TXF to Farmers Market	16,679.31	16,679.31		-
Total	13,128,993.66	13,227,363.58		-
PARKS - GENERAL FUND				
Revenue				
Sponsorships and Donations	5,000.00	5,000.00		
City Sponsored Events				
Programs and Events	22,600.00	22,600.00		
Community Service Permit Fees	1,800.00	1,800.00		
Aquatics Program Income	55,300.00	55,300.00		
Pool and Pavilion Rental	20,800.00	20,800.00		
Park Rental Fees	6,000.00	6,000.00		
Reimbursement of Utility Costs				
TXF from HOT Fund	-	-		
TXF from Parkland Dedication	541,480.00	541,480.00		
TXF from Parkland Development				
TXF from Landscaping Fund	3,000.00	3,000.00		
TXF from Contingency Funds				
TXF from DSRP				
TXF from CLFRF	-	-		
Total Revenue	655,980.00	655,980.00		-
Expense				
Other	13,320.00	13,320.00		
Park Consultants				
Dues Fees and Subscriptions	3,402.00	3,402.00		
Advertising & Marketing	16,250.00	16,250.00		
Total Other	32,972.00	32,972.00		-
Public Improvements				
All Parks	156,500.00	156,500.00		
Triangle Improvement	-	-		
Rathgeber Improvements	215,000.00	215,000.00		
Founders Park	597,000.00	597,000.00		
Founders Pool				
Skate Park	150,000.00	150,000.00		
S & R Park	54,000.00	54,000.00		
Charro Ranch Park	600.00	600.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #3	Change
Total Improvements	1,173,100.00	1,173,100.00		-
Utilities				
Portable Toilets	7,250.00	7,250.00		
Triangle Electric	500.00	500.00		
Triangle Water	500.00	500.00		
Ranch House Network/Phone	8,568.00	8,568.00		
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	5,000.00	5,000.00		
Pool Phone/Network	3,040.00	3,040.00		
FMP Pool Propane	13,250.00	13,250.00		
Total Utilities	59,608.00	59,608.00		-
Maintenance				
General Maintenance (All Parks)	9,000.00	9,000.00		
Trail Washout repairs				
Equipment Rental	1,000.00	1,000.00		
Founders Pool	36,000.00	36,000.00		
Founders Park	17,740.00	17,740.00		
Skate Park Maintenance	500.00	500.00		
S&R	42,920.00	42,920.00		
Charro Ranch Park	9,300.00	9,300.00		
Triangle/ Veteran's Memorial Park	700.00	700.00		
Rathgeber Maintenance				
Total Maintenance	117,160.00	117,160.00		-
Supplies				
General Parks	8,550.00	8,550.00		
Charro Ranch Supplies	1,250.00	1,250.00		
Founders Park Supplies	-	-		
Founders Pool Supplies	40,075.00	40,075.00		
Program and Events	10,950.00	10,950.00		
DSRP & Ranch House Supplies				
Rathgeber Supplies	600.00	600.00		
S&R Supplies	400.00	400.00		
Total Supplies	61,825.00	61,825.00		-
Program Staff				
Camp Staff				
Program Event Staff	27,801.76	27,801.76		
Aquatics Staff	130,642.09	130,642.09		
Total Staff Expense	158,443.85	158,443.85		-
Total Parks Expenditures	1,603,108.85	1,603,108.85		-
FOUNDERS DAY - GENERAL FUND				
Balance Forward	46,869.01	46,869.01		
Revenue				
Craft booths/Business Booths	6,250.00	6,250.00		
Food booths	1,300.00	1,300.00		
BBQ cookers	4,600.00	4,600.00		
Carnival	14,000.00	14,000.00		
Parade	4,000.00	4,000.00		
Sponsorship	90,000.00	90,000.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #3	Change
Parking concession	1,000.00	1,000.00		
Electric	3,300.00	3,300.00		
Misc.				
TXF from General Fund				
Total	171,319.01	171,319.01		-
Expense				
Publicity	2,500.00	2,500.00		
Porta-Potties	15,000.00	15,000.00		
Security	35,000.00	35,000.00		
Health, Safety & Lighting	30,500.00	30,500.00		
Transportation	7,000.00	7,000.00		
Barricades/Traffic Plan	6,500.00	6,500.00		
Bands/Music/Sound	22,500.00	22,500.00		
Clean Up	20,000.00	20,000.00		
FD Event Supplies	7,750.00	7,750.00		
Sponsorship	6,000.00	6,000.00		
Parade	650.00	650.00		
Tent, Tables & Chairs	4,400.00	4,400.00		
Electricity	2,000.00	2,000.00		
FD Electrical Setup	225.00	225.00		
Contingencies	-	-		
Total expenses	160,025.00	160,025.00		-
Balance Forward	11,294.01	11,294.01		-
ECLIPSE - 2024				
Revenue				
Sponsorships				
- Sunblock Party	20,000.00	20,000.00		
- Glasses	5,000.00	5,000.00		
- Misc. Sponsorships	5,000.00	5,000.00		
Sales				
- Glasses	12,000.00	12,000.00		
- T-Shirts	3,500.00	3,500.00		
- Other	2,000.00	2,000.00		
TXF from HOT	62,709.00	62,709.00		
Total	110,209.00	110,209.00		-
Expense				
Merchandise				
- Glasses	14,139.00	14,139.00		
- T-Shirts	2,500.00	2,500.00		
- Stickers	1,000.00	1,000.00		
- Other	6,000.00	6,000.00		
Maintenance	32,670.00	32,670.00		
Block Party	28,500.00	28,500.00		
Other	25,400.00	25,400.00		
Total expenses	110,209.00	110,209.00		-
CONSOLIDATED GENERAL FUND				
Revenue				
City	14,654,837.83	14,746,957.75		
Parks	655,980.00	655,980.00		-
Founders	171,319.01	171,319.01		-
Eclipse	110,209.00	110,209.00		-
Total	15,592,345.84	15,684,465.76		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #3	Change
Expense				
City	13,128,993.66	13,227,363.58		
Parks	1,603,108.85	1,603,108.85		-
Founders	160,025.00	160,025.00		-
Eclipse	110,209.00	110,209.00		-
Total Expense	15,002,336.50	15,100,706.42		-
Balance Forward	590,009.34	583,759.34		-

DRIPPING SPRINGS FARMERS MARKET

Balance Forward	31,438.39	31,438.39		
Revenue				
FM Sponsor	4,000.00	4,000.00		
Grant Income	1,000.00	1,000.00		
Booth Space	70,000.00	70,000.00		
Applications	1,800.00	1,800.00		
Membership Fee	2,000.00	2,000.00		
Interest Income	1,300.00	1,300.00		
Market Event/Merch.	1,000.00	1,000.00		
Transfer from General Fund	16,679.31	16,679.31		
Total	129,217.70	129,217.70		-

Expense				
Advertising	4,700.00	4,700.00		
Market Manager	56,968.21	56,968.21		
Market Specialist				
Payroll Tax Expense	4,610.07	4,610.07		
DSFM Benefits	6,676.72	6,676.72		
Retirement	3,363.97	3,363.97		
Entertainment& Activities	3,000.00	3,000.00		
Dues Fees & Subscriptions	200.00	200.00		
Market Event	-	-		
Training	100.00	100.00		
Office Expense	200.00	200.00		
Supplies Expense	-	-		
Network & Phone	200.00	200.00		
Cleaning & Maintenance	2,200.00	2,200.00		
Other Expense	-	-		
Capital Fund				
Contingency Fund	500.00	500.00		
Transfer to Reserve Fund	35,000.00	35,000.00		
Total Expense	117,718.98	117,718.98		-
Balance Forward	11,498.72	11,498.72		-

PARKLAND DEDICATION FUND

Balance Forward	564,405.81	564,405.81		
Revenue				
Parkland Fees	-	-		
Total Revenue	564,405.81	564,405.81		-
Expense				
Park Improvements	541,480.00	541,480.00		
TXF to AG Facility				
Master Naturalists				
Total Expenses	541,480.00	541,480.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #3	Change
Balance Forward	22,925.81	22,925.81		-
PARKLAND DEVELOPMENT FUND				
Balance Forward	-			
Revenue				
Parkland Development Fees				
Total Revenue	-			
Expense				
Transfer to Parks				
Total Expenses	-			
Balance Forward	-			
AG FACILITY FUND				
Balance Forward	-			
Revenue				
Ag Facility Fees				
Total Revenues	-			
Expense				
TXF to DSRP				
Total Expense	-			
Balance Forward	-			
LANDSCAPING FUND				
Balance Forward	624,827.64	624,827.64		
Revenue				
Tree Replacement Fees				
Total Revenues	624,827.64	624,827.64		-
Expense				
Sports and Rec Park	-	-		
DSRP				
FMP	3,000.00	3,000.00		
Charro				
Historic Districts				
Professional Services				
Tree Maintenance	25,000.00	41,200.00		
City Hall Lawn and Tree Maintenance	2,300.00	2,300.00		
Total Expense	30,300.00	46,500.00		-
Balance Forward	594,527.64	578,327.64		-
SIDEWALK FUND				
Balance Forward	1,497.00	1,497.00		
Revenue				
Fees	-			
Total Revenues	1,497.00	1,497.00		-
Expense				
Expense	-			
Total Expense	-			
Balance Forward	1,497.00	1,497.00		

FY 2024
AdoptedFY 2024
AmendedFY 2024
Proposed
Amendment #3

Change

DRIPPING SPRINGS RANCH PARK OPERATING FUND

Balance Forward	242,088.02	242,088.02	
Revenue			
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	22,065.20	22,065.20	
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	35,000.00	35,000.00	
- 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			
- Ice Rink	329,425.00	320,625.00	
Other Income	500.00	500.00	
Interest	2,000.00	2,000.00	
TXF from Ag Facility			
TXF from HOT	300,000.00	308,800.00	
TXF for RV/ Parking Lot HOT			
TXF from General Fund			
TXF from Landscape Fund			
TXF from PEG			
TXF from General Fund CLFRF			
Total Revenue	1,351,753.22	1,351,753.22	-
Expense			
Advertising	15,000.00	15,000.00	
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	14,518.00	14,518.00	
IT Equipment & Support	5,000.00	5,000.00	
Co-Sponsored Events	7,900.00	7,900.00	
Sponsorship Expenses	2,100.00	2,100.00	
Supplies and Materials	13,545.00	13,545.00	
Uniforms	3,500.00	3,500.00	
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	20,000.00	20,000.00	
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	

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #3	Change
Propane/Natural Gas	2,500.00	2,500.00		
On Call Phone	-	-		
Alarm	6,660.00	6,660.00		
Stall Cleaning & Repair	4,000.00	4,000.00		
Training and Education	12,400.00	12,400.00		
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				
- Ice Rink	242,719.40	242,719.40		
Other Expense	20,000.00	20,000.00		
Improvements	355,000.00	355,000.00		
Tree Planting				
Contingencies	50,000.00	50,000.00		
Fleet Acquisition	-	-		
Fleet Maintenance	5,500.00	5,500.00		
General Maintenance and Repair	155,697.24	155,697.24		
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	17,065.20	17,065.20		
RV/Parking Lot				
TXF to Vehicle Replacement Fund	32,145.00	32,145.00		
Total Expenses	1,331,363.82	1,331,363.82		-
Balance Forward	20,389.40	20,389.40		-
HOTEL OCCUPANCY TAX FUND				
Balance Forward	549,203.99	549,203.99		
Revenues				
Hotel Occupancy Tax	800,000.00	800,000.00		
Interest	7,200.00	7,200.00		
Total	1,356,403.99	1,356,403.99		-
Expenses				
Advertising	-	-		
Christmas Lighting Displays	27,290.00	27,290.00		
City Sponsored Events				
Historic Districts Marketing	-	-		
Signage	8,840.00	8,840.00		
Arts	20,000.00	20,000.00		
Lighting	-	-		
Dues and Fees	12,000.00	12,000.00		
TXF to Debt Service	88,487.50	88,487.50		
RV/ Parking Lot				
Software	8,000.00	8,000.00		
TXF to General Fund	62,709.00	62,709.00		
TXF to DSVB	233,072.73	233,072.73		
TXF to Event Center	300,000.00	308,800.00		
Grants	39,885.00	39,885.00		
Total expenses	800,284.23	809,084.23		-
Balance Forward	556,119.76	547,319.76		-

FY 2024
AdoptedFY 2024
AmendedFY 2024
Proposed
Amendment #3**VISITORS BUREAU**

Balance Forward	-	-	
Revenue			
Fees			
- Brewers Fest	1,000.00	1,000.00	
- Wedding Showcase	14,000.00	14,000.00	
Ticket Sales			
- Brewers Fest	12,000.00	12,000.00	
- Dripping with Taste	5,000.00	5,000.00	
- Songwriter's Festival	8,500.00	8,500.00	
Merchandise			
- Brewers Fest	1,000.00	1,000.00	
- Songwriters Festival	5,000.00	5,000.00	
- Eclipse	2,000.00	2,000.00	
Sponsorships & Donations			
- Songwriter's Festival	78,000.00	78,000.00	
Grants	-	-	
TXF from HOT Fund	233,072.73	233,072.73	
Total	359,572.73	359,572.73	-
Expense			
Personnel			
- Salaries	144,350.00	144,350.00	
- Taxes	11,546.78	11,546.78	
- Benefits	13,430.08	13,430.08	
- TMRS	8,523.87	8,523.87	
Dues, Fees and Subscriptions	3,525.00	3,525.00	
Advertising & Marketing	20,053.00	20,053.00	
Supplies	1,800.00	1,800.00	
IT Equipment & Support	-	-	
Software	25,260.00	25,260.00	
Training & Education	3,000.00	3,000.00	
Professional Services			
- Marketing Consultant	5,000.00	5,000.00	
Utilities			
- Water			
- Electricity	650.00	650.00	
- Phone/Network			
Website	7,150.00	7,150.00	
Office Maintenance/Repairs	13,740.00	13,740.00	
Postage	250.00	250.00	
Other	7,214.00	7,214.00	
Brewers Fest	7,680.00	7,680.00	
Dripping with Taste	4,700.00	4,700.00	
Songwriter's Festival	68,700.00	68,700.00	
Wedding Showcases	13,000.00	13,000.00	
Total expenses	359,572.73	359,572.73	-
Balance Forward	-	-	-

UTILITY FUND

Balance Forward	6,393,898.25	7,196,505.62	
Wastewater Revenue			
TXF from TWDB	14,715,000.00	14,715,000.00	
Wastewater Service	1,478,767.68	1,478,767.68	

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #3	
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				
Transfer fees	-	-		
Overuse fees	335,135.58	335,135.58		
Reuse Fees	204,350.00	204,350.00		
FM 150 WWU Line Reimbursement	60,000.00	60,000.00		
Interest				
Other Income				
Water Income				
Developer Reimbursed Costs	927,000.00	994,788.29		
TXF from General Fund				
Total Revenues	18,494,853.26	18,562,641.55	-	-

Expense

Administrative and General Expense:

- Regulatory Expense				
- Planning and Permitting	5,000.00	5,000.00		

Engineering:

- Engineering & Surveying				
- Construction Phase Services HR TEFS 1873-001	15,000.00	15,000.00		
- Misc. Planning/Consulting 1431-001	35,000.00	35,000.00		
- 2nd Amendment CIP 1881-001	20,000.00	20,000.00		
- Sewer Planning CAD 1971-001	15,000.00	15,000.00		
- Water Planning 1982-001	5,000.00	5,000.00		
- 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		
- TLAP Renewal application 1732-001	10,000.00	10,000.00		
- Arrowhead PR & Const. Phase Services - 1967-001	25,000.00	25,000.00		
- Heritage PID PR & Cons. Phase Services - 1734-001	100,000.00	100,000.00		
- Double L Planning & Const. Phase Services - 1743-001	75,000.00	75,000.00		
- Cannon Tract - 1842-001	2,000.00	2,000.00		
- Driftwood 522 PR & Const. Phase Services - 1900-001	75,000.00	75,000.00		
- Big Sky PR & Const Phase Services - 1913-001	50,000.00	50,000.00		
- Driftwood Creek PR & Const Phase Services - 1917-00	75,000.00	75,000.00		
- Cannon/Cynosure/Double L Water CCN App. - 2007-0	5,000.00	5,000.00		
- Cynosure-Wild Ridge - 2009-001	75,000.00	75,000.00		
- Oryx Cannon 58 Plan Review & CPS - 60972-2	60,000.00	60,000.00		
- New Growth Plan Review & CPS - 60972-2	60,000.00	60,000.00		
- Cannon Ranch Gateway Village Plan Review & CPS -	60,000.00	60,000.00		
- TLAP Renewal application				

System Operations and Maintenance:

- Routine Operations	87,000.00	87,000.00		
- Non-Routine Operations	85,800.00	85,800.00		
- System Maintenance & Repair	24,000.00	166,270.14		
- Chlorinator Maintenance	3,900.00	3,900.00		
- Chlorinator Alarm	1,300.00	1,300.00		
- Odor Control	26,000.00	26,000.00		
- Meter Calibrations	2,730.00	2,730.00		
- Lift Station Cleaning	27,300.00	27,300.00		
- Jet Cleaning Collection lines	27,360.00	27,360.00		
- 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	-	-		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #3
- Lift Station repairs	27,300.00	27,300.00	
- Autodialer Replacement	-	-	
- Lift Station Preventative Maintenance	9,700.00	9,700.00	
- WWTP Repairs/Pump Repairs	58,500.00	58,500.00	
- Chemicals	15,000.00	15,000.00	
- Electricity	80,000.00	80,000.00	
- Laboratory Testing			
- Sludge Hauling	150,000.00	150,000.00	
- Phone/Network			
- Supplies	28,500.00	28,500.00	
- Wastewater Flow Measurement	9,000.00	9,000.00	
- Backwash Flow Meter & Check valve	-	-	
- Arrowhead Plant Operations			
- Big Sky Plant Operations	-	-	
Arrowhead Operations and Maintenance:			
- Routine Operations	23,250.00	23,250.00	
- Non-Routine Operations	21,450.00	21,450.00	
- Chlorinator Maintenance	1,500.00	1,500.00	
- Chlorinator Alarm	1,000.00	1,000.00	
- Meter Calibrations	1,200.00	1,200.00	
- Lift Station Cleaning	3,000.00	3,000.00	
- Drip Field Lawn Maintenance	44,000.00	44,000.00	
- Drip Field Maint & Repairs	7,500.00	7,500.00	
- Lift Station repairs	2,500.00	2,500.00	
- Lift Station Preventative Maintenance	1,000.00	1,000.00	
- WWTP Repairs/Pump Repairs	14,625.00	14,625.00	
- Chemicals	13,000.00	13,000.00	
- Electricity	20,000.00	20,000.00	
- Sludge Hauling	39,000.00	39,000.00	
- Supplies	7,500.00	7,500.00	
- Capital Projects	2,029,109.57	2,029,109.57	
Other Expense	85,000.00	85,000.00	
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 Intercept	-	670,464.62	
TWDB Engineering:			
- West Interceptor, SC, LS, FM and TE line 1950-001	150,000.00	150,000.00	
- East Interceptor 1951-001	125,000.00	125,000.00	
- Effluent HP 1952-001	175,000.00	175,000.00	
- Reclaimed Water Facility 1953-001	5,000.00	5,000.00	
- WWTP Design Assistance			
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00	
Miscellaneous:			
- Consultants and Legal	230,000.00	230,000.00	
TWDB Capital Projects:			
- West Interceptor	2,000,000.00	2,000,000.00	
- South Collector, LS and FM and TE Line	125,000.00	125,000.00	
- East Interceptor	50,000.00	50,000.00	
- Effluent Holding Pond	2,000,000.00	2,000,000.00	
- WWTP	12,000,000.00	12,000,000.00	
Transfer to General Fund			
Transfer to Vehicle Replacement Fund	37,936.00	37,936.00	

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #3	Change
Total Expense	22,797,960.57	23,610,695.33	-	-
WATER				
Revenue				
Fees:				
- Tap Fees				
- Impact Fees				
- Meter Set Fees	5,000.00	5,000.00		
- Disconnect Fees				
- Equipment Fees	36,200.00	36,200.00		
- Inspection Fees	5,000.00	5,000.00		
Rates:				
- Base Rate	63,840.00	63,840.00		
- Usage	100,000.00	100,000.00		
- Penalties				
Other Revenues	6,000.00	6,000.00		
TXF from Wastewater Fund	-	-		
Total Revenue	216,040.00	216,040.00		-
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	10,000.00	10,000.00		
- System Maintenance & Repair	20,000.00	22,210.11		
- Laboratory Testing	-			
- Supplies	50,000.00	52,368.61		
Operating and Maintenance	-			
Total Expense	105,000.00	109,578.72		-
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	60,000.00	60,000.00		
TXF from General Fund	-	-		
Total Revenue	329,000.00	329,000.00		-
Expense				
Administrative and General Expense:				
- Administrative/Billing Expense	352,560.00	352,560.00		
- Legal Fees	50,000.00	50,000.00		
- Auditing	10,000.00	10,000.00		
- Software	15,313.00	15,313.00		
- IT Equipment & Support	4,340.00	4,340.00		
Systems Operations and Maintenance:				
- Phone/Network	16,250.00	16,250.00		
- Equipment	53,000.00	53,000.00		
- Equipment Maintenance	10,000.00	10,000.00		
- Fleet Acquisition	62,000.00	62,000.00		
- Fleet Maintenance	12,000.00	12,000.00		
- Fuel	20,000.00	20,000.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #3	Change
- Laboratory Testing	30,000.00	30,000.00		
Other Expense				
Uniforms	7,470.00	7,470.00		
Training	13,305.00	16,330.51		
Dispatch	3,000.00	3,000.00		
Salaries	527,345.98	527,345.98		
Taxes	42,609.97	42,609.97		
Benefits	59,572.49	59,572.49		
Retirement	30,894.73	30,894.73		
On Call	10,400.00	10,400.00		
Total Expense	1,330,061.17	1,333,086.68		-

CONSOLIDATED UTILITY FUND

Revenue				
Balance Forward	6,393,898.25	7,196,505.62		
Wastewater	18,494,853.26	18,562,641.55		
Water	216,040.00	216,040.00		
Operations	329,000.00	329,000.00		
Total	25,433,791.50	26,304,187.17		-
Expense				
Wastewater	22,797,960.57	23,610,695.33	-	-
Water	105,000.00	109,578.72	-	-
Operations	1,330,061.17	1,333,086.68	-	-
Total Expense	24,233,021.74	25,053,360.73		-
Balance Forward	1,200,769.76	1,250,826.43		-

TWDB FUND

Balance Forward	208.34	208.34		
Revenues	14,715,000.00	14,715,000.00		
Interest				
Total revenue	14,715,208.34	14,715,208.34		-
Expenses				
Escrow Fees				
Expenses	14,715,000.00	14,715,000.00		
Total Expenses	14,715,000.00	14,715,000.00		-
Balance Forward	208.34	208.34		-

IMPACT FUND

Bal Forward	2,391,506.74	2,391,506.74		
Revenue				
Impact Fees	1,080,150.00	1,080,150.00		
Impact Fee Deposits				
Interest Income	45,000.00	45,000.00		
Total	3,516,656.74	3,516,656.74		-
Expense				
TXF to Debt Service 2015	684,900.76	684,900.76		
TXF to Debt Service 2019	1,043,553.00	1,043,553.00		
TXF to Debt Service 2022	1,195,288.50	1,195,288.50		
Total expense	2,923,742.26	2,923,742.26		-
Total Bal Forward	592,914.48	592,914.48		-

DEBT SERVICE FUND 2015

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #3	Change
Bal Forward	845,626.75	845,626.75		
Revenue				
TXF from Impact Fund	684,900.76	684,900.76		
Interest	8,000.00	8,000.00		
Total Revenue	1,538,527.51	1,538,527.51		-
Expenses				
Debt Payment 2015	698,498.56	698,498.56		
Total Expense	698,498.56	698,498.56		-
Balance Forward	840,028.95	840,028.95		-
DEBT SERVICE FUND 2013				
Bal Forward	102,323.72	102,323.72		
Revenue				
TXF from HOT	88,487.50	88,487.50		
Interest				
Total	190,811.22	190,811.22		-
Expense				
Tax Series 2013	91,600.00	91,600.00		
Total Expenses	91,600.00	91,600.00		-
Balance Forward	99,211.22	99,211.22		-
DEBT SERVICE FUND 2019				
Bal Forward	1,045,641.43	1,045,641.43		
Revenue				
TXF from Impact Fees	1,043,553.00	1,043,553.00		
Interest				
Total	2,089,194.43	2,089,194.43		-
Expense				
Tax Series 2019	1,013,553.00	1,013,553.00		
Total Expenses	1,013,553.00	1,013,553.00		-
Balance Forward	1,075,641.43	1,075,641.43		-
DEBT SERVICE FUND 2022				
Bal Forward	1,195,288.50	1,195,288.50		
Revenue				
TXF from Impact Fees	1,191,888.50	1,191,888.50		
Interest	-	-		
Total	2,387,177.00	2,387,177.00		-
Expense				
Tax Series 2022	1,195,288.50	1,195,288.50		
Total Expenses	1,195,288.50	1,195,288.50		-
Balance Forward	1,191,888.50	1,191,888.50		-
PEG FUND				
Balance Forward	119,954.90	119,954.90		
Revenues				
TWC	30,000.00	30,000.00		
Interest Income	2,000.00	2,000.00		

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #3	Change
Total Revenues	151,954.90	151,954.90		-
Expense				
TXF to Event Center				
Total Expense	-	-		-
Balance Forward	151,954.90	151,954.90		-
RESERVE FUND				
Balance Forward	2,168,884.62	2,168,884.62		
Revenue				
TXF from General Fund	300,000.00	300,000.00		
Interest	23,000.00	23,000.00		
Total	2,491,884.62	2,491,884.62		-
Expense				
Expense				
Total Expense	-	-		-
Balance Forward	2,491,884.62	2,491,884.62		-
TIRZ 1				
Balance Forward	11,632.20	11,632.20	148,754.62	137,122.42
Revenues				
City AV	248,835.49	248,835.49	181,550.94	(67,284.55)
County AV	362,307.49	362,307.49	304,796.06	(57,511.43)
City for GAP Escrow				
Interest Income				
EPS Reimbursements				
Total Revenue	622,775.18	622,775.18		12,326.44
Expense				
TIRZ Expense				
Project Management/Misc. Costs	16,000.00	16,000.00		
Project Administration P3 Works	8,000.00	8,000.00		
Legal Fees	-	-		
EPS				
MAS	21,000.00	21,000.00		
HDR	170,625.00	170,625.00	269,625.00	99,000.00
TJKM - Grant Writing				
Buie - PR				
Misc. Consulting	176,750.00	176,750.00		
Creation Cost Reimbursements				
TXF to GAP Escrow				
Stakeholder Reimbursement	80,325.73	80,325.73		
Total Expense	472,700.73	472,700.73		99,000.00
Balance Forward	150,074.45	150,074.45		(86,673.56)
TIRZ 2				
Balance Forward	1,547,461.82	1,547,461.82	1,232,218.70	(315,243.12)
Revenue				
Interest Income	6,500.00	6,500.00		
City AV	419,809.28	419,809.28	347,074.06	(72,735.22)
County AV	609,756.54	609,756.54	580,813.70	(28,942.84)
Total Revenue	2,583,527.64	2,583,527.64		(41,173.88)

	FY 2024 Adopted	FY 2024 Amended	FY 2024 Proposed Amendment #3	Change
Expense				
Project Management/Misc. Costs	16,000.00	16,000.00		
Project Administration P3 Works	8,000.00	8,000.00		
MAS	10,000.00	10,000.00		
HDR	56,875.00	56,875.00	89,875.00	33,000.00
Misc. Consulting	150,000.00	150,000.00		
Creation Cost Reimbursements				
Stakeholder Reimbursement	20,232.27	20,232.27		
Total Expense	261,107.27	261,107.27		33,000.00
Balance Forward	2,322,420.37	2,322,420.37		(449,921.18)

VEHICLE REPLACEMENT FUND

Balance Forward	161,025.00	161,025.00		
Revenue				
TXF from General Fund	86,010.00	86,010.00		
TXF from DSRP	32,145.00	32,145.00		
TXF from WWU	37,936.00	37,936.00		
Total Revenue	317,116.00	317,116.00		-
Expense				
Vehicle Replacement				
Total Expense	-	-		-
Balance Forward	317,116.00	317,116.00		-

DRAFT- CODE OF ORDINANCES
 Chapter 28 - SUBDIVISIONS AND SITE DEVELOPMENT
 ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION
CC COMMENTS – Presented February 20, 2024

ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION

***DIVISION 1. GENERALLY -INDIVIDUAL RESIDENTIAL LOTS AND SMALL PROJECT
 LANDSCAPING AND TREE PRESERVATION***

Sec. 28.06.001. Title.

This article shall be commonly cited as the residential and commercial landscape ordinance. Divisions 1 and 2 applies only to individual residential lots and smaller residential projects. Divisions 3, 4, and 5 applies only to commercial projects and larger residential subdivisions projects.

Sec. 28.06.002. Purpose – Residential Tree Preservation.

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

Sec. 28.06.003. Scope and Applicability.

Divisions 1 and 2 – Residential Tree Preservation apply to all residential property that has been issued a certificate of occupancy or which has or will be occupied by owner or lessee and any residential property project where subdivision results in fewer than five dwelling units within the incorporated municipal boundaries (i.e., city limits). Divisions 3, 4, and 5 apply to any residential construction of five or more dwelling units that is part of a project covered by those divisions prior to the issuance of the certificate of occupancy or when the residential

construction is first occupied by an owner or lessee. This article applies to actions taken after the date of enactment.

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

- (a) All residentially-zoned property for which a subdivision is accepted by the City after the effective date of this ordinance generating fewer than five dwelling units;
- (b) All properties going through redevelopment through extension, reconstruction, resurfacing, or structural alteration must come into compliance. Site plan approval shall be conditioned on compliance with this article.
- (c) Any grading, filling or clearing of land related to a project as limited above; and
- (d) Trenching or excavating that may damage or destroy protected trees as defined related to a project as limited above.

Sec. 28.06.004. Definitions.

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

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

Boundary tree. A tree whose trunk is on two or more properties owned by separate individuals.

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

Certified arborist. A person with any one of the following certifications or credentials: ISA Certified Arborist or ISA Board Certified Master Arborist.

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

City arborist. The employee or consultant designated by the city council as the city arborist.

City council. The governing body of the city.

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

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

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

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

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

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

Development Review Committee. A group consisting of the city administrator or designee, the city engineer, building official, and the city planner.

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

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

Extreme drought classification. A mandatory drought response issued by the local water supply jurisdiction outlining conditions that include limits to water available for landscape irrigation making it impractical to establish new landscaping by irrigation.

Hardwood. Texas Ash, Bald Cypress, American Elm, Cedar Elm, Texas Madrone, Bigtooth Maple, All Oaks, Pecan, Arizona Walnut, Eastern Black Walnut, American Sycamore, Eastern Cottonwood, Red Mulberry, Osage Orange, and other designated hardwood trees.

~~Healthy tree. Any tree that is not considered dead, diseased, or posing an imminent threat or hazard to people or property as determined by a Certified Arborist or by the City Arborist.~~

~~Heritage tree.— A protected tree having a trunk of 24.0” or greater caliper in inches measured at DBH or as further defined in Sec. 28.06.052.~~

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

~~Landscape architect. A person licensed to use the title of “landscape architect” in the State of Texas in accordance with state law. One whose profession is the decorative and functional alteration and planting of grounds, especially at or around a building site.~~

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

~~Legacy tree.—A protected tree having a trunk of 12.0”–23.9” caliper in inches measured at DBH or as further defined in Sec. 28.06.052.~~

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

Owner. A person or persons with legal control over property in question. Owner includes all owners as it relates to boundary trees as defined herein.

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

Protected tree. Any of the following:

- (1) Heritage tree. A protected tree generally having a trunk of 18.0” or greater caliper in inches measured at DBH or as further defined in Sec. 28.06.079.
- (2) Standard tree. A protected tree having a trunk of 8.0” -17.9” caliper in inches measured at DBH or as further defined in Sec. 28.06.079.~~A hardwood tree having a trunk of eight inches in caliper or greater measured at DBH;~~
- ~~(2) A multi-trunked hardwood tree having a total trunk DBH of 30 inches or more (not counting trunks less than eight inches in diameter); or~~
- ~~(3) A cluster of hardwood trees within a ten-foot radius circle having a total trunk DBH of 40 inches or more (not counting trunks less than eight inches in diameter).~~

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

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

~~Standard tree.—A protected tree having a trunk of 8.0”–11.9” caliper in inches measured at DBH or as further defined in Sec. 28.06.052.~~

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

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

Sec. 28.06.005. Landscaping fund.

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

Sec. 28.06.006. Damaging or removing trees.

No person shall damage or remove trees in violation of this article. “Damage” in this case includes, but is not limited to, altering or maintaining trees in a manner inconsistent with the standards published in American National Standards Institute (ANSI) A-300 “Standards for Tree Care Operations” for trees protected by this ordinance. A violation of this section is an offense under section 28.06.007.

Sec. 28.06.007. Offense

- (a) A person who intentionally, knowingly, recklessly, or with criminal negligence violates, causes, allows or permits a violation of a section of this chapter designated as an offense commits a misdemeanor punishable by a fine not exceeding \$2000.00. A person who otherwise violates a section of this chapter designated as an offense commits an offense punishable by a fine not to exceed \$500.
- (b) Each violation of this chapter designated as an offense constitutes a separate offense. Each tree removed or seriously damaged in violation of this ordinance is a separate offense.
- (c) No culpable mental state is required to prove an offense under this chapter if the offense involves:
 - (1) removal or damage to trees in violation of this chapter including clearing, grubbing, or construction through the ~~other use of~~ heavy ~~instruction-load~~ vehicles as defined in Chapter 30 of the code over the critical root zone of a protected tree; or
 - (2) death of a protected tree outside of-but adjacent to-areas of disturbance by construction.
- (d) Violations:
 - (1) Section 28.06.006. Damaging or Removing Trees.
 - (2) Section 28.06.052. Tree Preservation.
 - (3) Section 28.06.056. Irrigation Requirements

Sec. 28.06.008. - Liability.

The provisions of this chapter shall not be construed as relieving or limiting in any way the responsibility or liability of any person that damages or removes any tree, from personal injury or property damage resulting from the damage or removal of the tree, or resulting from the negligence or willful acts of such person in the construction or maintenance of any property resulting in the damage or removal of a tree or the damage or removal of any tree, or from the

damage caused by the failure to remediate oak wilt or planting of a prohibited tree. Nor shall it be construed as imposing upon the city or its officers, employees or agents any responsibility or liability by reason of the approval of any site development permit, subdivision, or construction under these provisions.

Sec. 28.06.009. - Civil remedies.

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

- (1) Injunctive relief to prevent specific conduct that violates the chapter or to require specific conduct that is necessary for compliance with the chapter, including remediation of oak wilt or protection of trees where such remediation or protection is required by this chapter at the expense of the responsible party;
- (2) A civil penalty up to \$1,000.00 a day when it is shown that the defendant was notified of the provisions of the chapter and after receiving notice committed acts in violation of the chapter or failed to take action necessary for compliance with the chapter; and other available relief.
- (3) Any person violating any provision of this article is subject to a stop work order. Any violation of this article is hereby declared to be a nuisance. Any violation of this article may serve as grounds to withhold or delay issuance of other permits and revocation of a certificate of occupancy.

Secs. 28.06.010—28.06.050. Reserved.

*DIVISION 2. STANDARDS - INDIVIDUAL RESIDENTIAL LOTS AND SMALL PROJECT
LANDSCAPING AND TREE PRESERVATION*

Sec. 28.06.051. Maintenance requirements.

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

- (1) Planting and maintaining trees in a manner which conforms to the American National Standards Institute (ANSI) A-300 “Standards for Tree Care Operations” and following all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.
- (2) Regular maintenance of all required landscaped areas and plant materials in a vigorous and healthy condition, free from diseases, pests, weeds, and litter. This maintenance shall include weeding, watering, fertilization, pruning, mowing, edging, mulching, or other necessary maintenance in accordance with generally accepted horticultural practice.

- (3) Limitation of water due to drought restrictions placed by the City, Dripping Springs Water Supply Corporation, West Travis PUA, or any other water provider temporarily suspends the watering requirement in subsection (2).
- (4) A violation of this section is an offense under section 28.06.007.

Sec. 28.06.052. Tree preservation.

(a) Protected trees are defined as follows:

(1) Protected Trees;

(A) Heritage Trees;

~~(B) Legacy Trees;~~

(~~C~~) Standard Trees.

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

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

~~i. Ashe Juniper (*Juniperus ashei*)—eight (8) inch DBH;~~

~~ii. Huisache (*Acacia farnesiana*)—twelve (12) inch DBH;~~

~~iii. Mesquite (*Prosopis glandulosa*)—twelve (12) inch DBH;~~

~~iv. Arizona Ash (*Fraxinus velutina*)—twelve (12) inch DBH;~~

~~v. Hackberry (*Celtis spp.*)—twelve (12) inch DBH;~~

i.. Texas Persimmon (*Diospyros texana*) - five (5) inch DBH;

ii. Texas Redbud (var. *texensis*) - five (5) inch DBH;

iii. Texas Mountain Laurel (*Sophora secundiflora*) - five (5) inch DBH;

iv. Condalia (*Condalia hookeri*) - five (5) inch DBH;

v. Possum Haw (*Ilex decidua* - in floodplain only) - five (5) inch DBH;

vi. Hawthorne (*crataegus texana*) - five (5) inch.

(4) Heritage Trees. A Heritage tree means a tree of ~~twenty-four (24)~~eighteen (18) inches or greater DBH for all tree species except the following species are Heritage with at least one (1) trunk being eight (8) inches or greater DBH (the value of the eight (8) inches or greater trunk is the value given to these small tree species):

i. Texas Persimmon (*Diospyros texana*);

ii. Texas Redbud (var. *texensis*);

iii. Texas Mountain Laurel (*Sophora secundiflora*);

iv. Condalia (*Condalia hookeri*);

v. Possum Haw (*Ilex decidua* - in floodplain only);

- vi. Hawthorne (*crataegus texana*).
- (5) Non-native Trees. Non-native invasive tree species are not protected. Non-native invasive tree species means the following tree species:
- i. Chinese Pistache (*Pistacia chinensis*);
 - ii. Chinaberry (*Melia azedarach*);
 - iii. Chinese Tallow (*Sapium sebiferum*);
 - iv. Tree of Heaven (*Ailanthus altissima*);
 - v. Salt Cedar (*Tamerix* species).
 - vi. Japanese Ligustrum (*Ligustrum japonicum*).
 - vii. Nandina (*Nandina domestica*);
 - viii. Paper Mulberry (*Broussonetia papyrifera*)
- (b) Minimum Tree Preservation Requirements
- (1) No Heritage ~~or Legacy hardwood~~ tree shall be removed from any property within the City of Dripping Springs without following the provisions as stated below except where exempted.
 - (2) Tree Preservation by Land Use:
 - (A) A property owner may remove any tree, other than a Heritage ~~or Legacy hardwood~~ tree, on property owned where the removal is not due to a residential development resulting in five or more dwelling units or due to commercial, industrial, government, or multi-family development.
 - (B) All Heritage ~~and Legacy hardwood~~ trees on any lot shall be preserved unless the tree falls under an exception or a waiver to remove the tree is granted by the development review committee. Heritage ~~and Legacy hardwood~~ trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation.
 - (C) Tree preservation in Historic Districts shall comply with both this Chapter and the code and implementation manuals for the districts. When in conflict, the stricter requirement applies.
 - (3) All healthy Heritage ~~and~~, Standard, ~~and Legacy~~ trees shall be preserved in the Water Quality Protection Zones as defined in Article 22.05. This prohibition shall apply unless tree removal is specifically approved by the development review committee for allowable development in the WQBZ as defined by Water Quality Ordinance [22.05.017(d)].
- (c) Healthy protected trees (as defined herein) that are Heritage ~~or Legacy~~ trees as defined that require removal to accommodate the development shall be replaced as directed herein. Trees identified as ~~distressed~~ dead, diseased, or posing an imminent threat or hazard to

people or property by a Certified ~~Texas Arborist~~Arborist shall not be included in tree preservation requirements evaluation.

- (d) Any activity that damages trees on adjacent lots is prohibited.
- (e) A violation of this section is an offense under section 28.06.007.

Sec. 28.06.053. Mitigation for Tree Removal.

- (a) Mitigation for all removed Heritage ~~and Legacy hardwood~~-trees not covered by an exception is required. For all removed Heritage ~~and Legacy hardwood~~-trees in accordance with tree preservation requirements or after a waiver is approved for removal in excess of the tree preservation requirements the inches (~~TC~~DBH) required for mitigation will be determined by the development review committee in consultation with the City Arborist.
- (b) Protected trees which are removed shall be mitigated using any combination of the following:
 - (1) Preservation of existing protected trees >6 inches in DBH above minimum preservation requirements; A survey including existing, live, healthy protected trees with a six-inch DBH in diameter must be submitted if mitigation is sought including any tree being used for mitigation. Credit for preservation shall be given at .5 : 1. In addition, preservation of existing Ashe Juniper (Juniperus ashei); Huisache (Acacia farnesiana); Mesquite (Prosopis glandulosa); and Arizona Ash (Fraxinus velutina) > 6 inches in DBH provide credit at .5:1 inches.
 - (2) Relocation of the removed tree onsite, mitigation is required for relocated trees if mortality occurs within 3-years of the relocation;
 - (3) Replacement by new protected tree species, or alternative native trees approved by the development review committee; and/or
 - (4) Payment of a fee in lieu of tree replacement.
 - (5) Mitigation cannot be accomplished by only using one of methods “1” thru “4” above. They must be used in combination in a balance approved by the development review committee.
- (c) The preservation of healthy Standard ~~trees and Legacy non hardwood~~-trees on-site is encouraged and may be used as mitigation to offset the removal of Protected Heritage ~~and Legacy hardwood~~-trees. The mitigating trees may be of any protected tree species with an aggregate ~~TC~~DBH in inches of the trees removed (1:1). Mitigating trees should be >6 inches in DBH, in good health, and clear of existing or proposed utility easements and overhead electric lines. Existing Heritage ~~or Legacy hardwood~~-trees cannot be used to mitigate for the loss of Heritage ~~or Legacy hardwood~~-trees.
- (d) Replacement trees may be of any protected tree species or alternative approved indigenous tree with an aggregate ~~DBH~~TC in inches of the trees removed with ratio of (3:1) for Heritage trees ~~and (1.5:1) for Legacy hardwood trees.~~
- (e) Replacement trees shall be a minimum of two and a half caliper inches measured 6 inches from ground level and a minimum height of 8 feet when planted.

(f) When possible, replacement trees shall be planted on the same lot according to an approved Tree Preservation Plan. Replacement trees may be planted on another lot if approved by the Development Review Committee.

(g) Fee in lieu of replacement:

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

Table Mitigation methods for tree removal

Tree Classification	Tree Diameter Removed (DBH)	Tree Planting: Aggregate TC DBH in inches of trees removed	Mitigation Fee per inch (TC DBH) of tree removed
Heritage	24 18.0” or greater or as listed herein	3:1	\$200
Legacy (hardwood)	12.0” — 23.9” or as listed herein	1.5:1	\$100

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

Sec. 28.06.054. Exceptions.

Exceptions: The following shall be exempt from the Tree Preservation requirements for Heritage ~~and Legacy hardwood~~ trees of Section 28.06.052:

- (a) Lots on which buildings were constructed prior to the adoption of this ordinance and subsequently damaged by fire, explosion, flood, tornado, riot, act of the public enemy, or accident of any kind, provided a Building Permit is issued for restoration within 12 months after the damage occurs and additional square footage is not proposed.
- (b) ~~Trees that are dead, diseased, or posing an imminent threat or hazard to people or property Hazardous, diseased, dead, or dying trees~~ as determined by a tree survey and a letter from a certified ~~Texas Arborist~~Arborist.
- (c) Trees causing physical damage to existing structures, drainageways, utility systems or facilities in the public right of way as determined by the city engineer or their designee.
- (d) Protected trees damaged or destroyed by floods, fire, wind or other natural causes.
- (e) Trees identified by a certified ~~a~~Arborist as ~~dead, diseased, or posing an imminent threat or hazard to people or property~~distressed shall not be included in tree preservation requirements evaluation.

Sec. 28.06.055. Oak Wilt Management

- (a) Trimming or cutting of any oak species is prohibited from the first day of February to the last day of July. Permission may be granted to any person wishing to trim or cut an oak tree susceptible to oak wilt during the prohibited months, provided that the person agrees to comply with this section as it relates to painting wounds. Trimming or cutting of trees are allowed during the prohibited months if done in response to damage caused by weather. Trimming or cutting can be done by the entity, property owner, or a licensed professional or landscape company. In the case of oak species, wounds must be painted with an acceptable wound dressing within 30 minutes from the time of cutting.
- (b) Contractors or individuals identified pruning any oak(s) without a demonstrated ability to seal all wounds greater than 0.75 inches within 30 minutes of the time of cutting will be required to cease all work until a wound sealant is onsite and utilized on the project.
- (c) Infected red oaks that die in late summer, fall or early winter should be cut down and burned when allowed, buried, or chipped soon after discovery to prevent fungal mats that may form on these trees the following spring.
- (d) Potential oak wilt investigations should be performed by a member of the Texas Forest Service, a ~~Texas Oak Wilt Qualified (TOWQ) ISA~~-certified ~~a~~Arborist or the City Arborist. For information on oak wilt identification, spread and management reference www.texasoakwilt.org.
- (d) In the case of emergencies due to tree damage from weather events or other natural disaster the requirement for licensed professional tree care or landscaping company for review for trimming during prohibited months is not required if not available. In addition, painting within 30 minutes at the time of cutting is not required, but painting shall be done as soon as possible.

Sec. 28.06.056 Irrigation Requirements

- (a) Watering landscaping by hose-end sprinklers or permanently installed automatic sprinkler systems between 10 a.m. and 7 p.m. is prohibited.
- (b) Watering by hand-held hose, drip irrigation, or soaker hose is allowed at any time. No more than three hours per day maximum is allowed.
- (c) Watering or irrigating of any landscaping in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, parking area, street, alley, gutter, or ditch is prohibited.
- (d) All restrictions herein are in addition to any restrictions placed by a utility provider including the Dripping Springs Water Supply Corporation, the West Travis County PUA, or the City of Dripping Springs.
- (e) A small project that is a subdivision of four or less units that uses drip irrigation in all open, park, and common areas will receive a credit of fifty percent (50%) of water reuse fees in Section 22.06.007 – Development requirements.

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CC COMMENTS

ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION

DIVISION 3. GENERALLY - COMMERCIAL AND SUBDIVISION LANDSCAPING AND TREE PRESERVATION

Sec. 28.06.060. Purpose-Commercial and Residential Subdivision.

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

Sec. 28.06.061. Scope and Applicability.

Divisions 3, 4, and 5 – Commercial and Subdivision Tree Preservation and Landscaping apply to all commercial property and residential subdivisions with five or more dwelling units within the incorporated municipal boundaries (i.e., city limits) and the extraterritorial jurisdiction (ETJ). This article applies to actions taken after the date of enactment. No section of Divisions 3, 4, or 5 apply to individual residential lots or smaller residential subdivisions with less than five dwelling units.

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

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- (a) All residentially-zoned property and property being used for residential use for which a subdivision application is accepted by the City after the effective date of this ordinance generating five or more dwelling units;
 - (b) All industrial, commercial, office, multi-family, institutional development, governmental facilities and infrastructure, and schools (including all new construction and any additions greater than 2500 square feet), and construction of a new parking lot or expansion of an existing parking lot; and
 - (c) All properties going through redevelopment through extension, reconstruction, resurfacing, or structural alteration must come into compliance. Site plan approval shall be conditioned on compliance with this article.
 - (d) For tree preservation purposes, this article applies to the three types of development stated above, and also includes:
 - (1) Any grading, filling or clearing of land related to a project as limited above;
 - (2) Trenching or excavating that may damage or destroy protected trees as defined related to a project as limited above;
 - (3) All governmental development shall comply with the tree preservation plan review procedure regardless of the zoning district in which they are located unless the development is utility related or in street R.O.W.
 - (e) Exemptions from Divisions 3 and 4 – Commercial Property and Residential Subdivision Tree Preservation include:
 - (1) The cultivation of land for agricultural purposes, fence building or rebuilding.
 - (2) Street construction and maintenance projects that do not increase the impervious cover beyond that of the original street.
 - (3) Structural repairs or replacements to existing structures.
 - (4) Construction or reconstruction of barns, silos, livestock pens, sheds, and other agriculturally related structures.
 - (5) Any site plan submitted prior to the effective date of this article except expansions or additions as stated in this Code.

Sec. 28.06.062. Definitions.

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

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

Boundary tree. A tree whose trunk is on two or more properties owned by separate individuals.

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

Certified arborist. A person with any one of the following certifications or credentials: ISA Certified Arborist or ISA Board Certified Master Arborist.

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

City arborist. The employee or consultant designated by the city council as the city arborist.

City council. The governing body of the city.

City of Austin Grow Green Guide Texas A&M AgriLife Extension. The document promulgated ~~in part~~ by the Texas A&M AgriLife Extension City of Austin, entitled "Native and Adapted Landscape Plants: An Earthwise Guide for Central Texas," as ~~may be amended~~ attached as Exhibit "A" to this Ordinance.

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

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

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

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

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

Development Review Committee. A group consisting of the city administrator or designee, the city engineer, building official, and the city planner.

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

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

Extreme drought classification. A mandatory drought response issued by the local water supply jurisdiction outlining conditions that include limits to water available for landscape irrigation making it impractical to establish new landscaping by irrigation.

Hardwood. Texas Ash, Bald Cypress, American Elm, Cedar Elm, Texas Madrone, Bigtooth Maple, All Oaks, Pecan, Arizona Walnut, Eastern Black Walnut, American Sycamore, Eastern Cottonwood, Red Mulberry, Osage Orange, and other designated hardwood trees.

Healthy tree. Any tree that is not considered dead, diseased, or posing an imminent threat or hazard to people or property as determined by a Certified Arborist or by the City Arborist.

Heritage tree.— A protected tree having a trunk of 24.0” or greater caliper in inches measured at DBH or as further defined in Sec. 28.06.079.

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

Landscape architect. A person licensed to use the title of “landscape architect” in the State of Texas in accordance with state law. ~~One whose profession is the decorative and functional alteration and planting of grounds, especially at or around a building site.~~

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

Legacy tree.— A protected tree having a trunk of 12.0” ~~23.9”~~ caliper in inches measured at DBH or as further defined in Sec. 28.06.079.

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

Owner. A person or persons with legal control over property in question. Owner includes all owners as it relates to boundary trees as defined herein.

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

Protected tree. Any of the following:

- (1) *Heritage tree.* A protected tree generally having a trunk of 18.0” or greater caliper in inches measured at DBH or as further defined in Sec. 28.06.079.
 - ~~(2)~~ *(2) Standard tree.* A protected tree having a trunk of 8.0” ~~11.9~~17.9” caliper in inches measured at DBH or as further defined in Sec. 28.06.079.
- ~~A hardwood tree having a trunk of at least eight inches in caliper or greater measured at DBH;~~
- ~~(2)~~ *(2)* A multi-trunked hardwood tree having a total trunk DBH of at least 30 inches or more (not counting trunks less than eight inches in diameter); or

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~~(3) A cluster of hardwood trees within a ten-foot radius circle having a total trunk DBH of 40 inches or more (not counting trunks less than eight inches in diameter).~~

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

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

~~Standard tree. A protected tree having a trunk of 8.0"–11.9" caliper in inches measured at DBH or as further defined in Sec. 28.06.079.~~

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

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

Sec. 28.06.063. Landscaping fund.

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

Sec. 28.06.064. Damaging or removing trees.

No person shall damage or remove trees in violation of this article. "Damage" in this case includes, but is not limited to, altering or maintaining trees in a manner inconsistent with the standards published in American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" for trees protected by this ordinance. A violation of this section is an offense under section 28.06.066.

Sec. 28.06.065. Violations.

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

Sec. 28.06.066. Offense

- (a) A person who violates, causes, allows or permits a violation of a section of this chapter designated as an offense commits a misdemeanor punishable by a fine not exceeding \$2000.00. In addition, the cost of the tree or trees may also be charged to the responsible party.
- (b) Each violation of this chapter designated as an offense constitutes a separate offense. Each tree removed or seriously damaged in violation of this ordinance is a separate offense.

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- (c) No culpable mental state is required to prove an offense under this chapter if the offense involves:
- (1) removal or damage to trees in violation of this chapter including clearing, grubbing, or ~~construction other than~~ **heavy** ~~through the use of heavy load vehicles as defined in Chapter 30 of the code - instruction~~ over the critical root zone of a protected tree; or
 - (2) death of a protected tree outside of-but adjacent to-areas of disturbance by construction, including protected clusters.
- (d) Violations:
- (1) Section 28.06.064. Damaging or Removing Trees.
 - (2) Section 28.06.065. Violations.
 - (3) Section 28.06.066073. Landscape Material.
 - (4) Section 28.06.075(g). Paving over Critical Root Zone.
 - (5) Section 28.06.077. Maintenance Requirements.
 - (6) Section 28.06.079. Tree Preservation.
 - (7) Section 28.06.082. Irrigation Requirements.

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Sec. 28.06.067. - Liability.

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

Sec. 28.06.068. - Civil remedies.

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

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

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in violation of the chapter or failed to take action necessary for compliance with the chapter; and other available relief.

- (3) Any person violating any provision of this article is subject to a stop work order. Any violation of this article is hereby declared to be a nuisance. Any violation of this article may serve as grounds to withhold or delay issuance of other permits and revocation of a certificate of occupancy.

Secs. 28.06.069—28.06.070. Reserved.

*DIVISION 4. STANDARDS -- COMMERCIAL PROPERTY AND SUBDIVISION
LANDSCAPING AND TREE PRESERVATION*

Sec. 28.06.071. Street trees.

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

Zoning	No. of Required Trees
SF-1	2
SF-2	2
SF-3	1
SF-4	2
SF-5	1 per unit
MF	Follow Nonresidential Street Tree Requirements 28.06.071(b)
MH	1

- (b) Nonresidential street tree requirements. At least one required tree, shall be planted adjacent to or near the street right-of-way for each 25 feet, or fraction thereof, of linear street frontage. Trees shall be planted between the street right-of-way and any horizontal and vertical improvements. The required number of trees need not be placed uniformly, but may be clustered in groups.
- (c) Trees planted shall be a minimum two and a half inch caliper, staked, and wrapped. Small trees/large shrubs trees shall be a minimum one and a half inch caliper, staked, and wrapped.
- (d) Trees with deep roots may be planted in the area between the sidewalk and road if approved by the development review committee in consultation with the City Arborist. Trees of

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species whose roots are known to cause damage to public roadways or other public works are prohibited.

- (e) Trees are not allowed to be planted within public water, or wastewater easements. Trees are not allowed to be planted within fifteen feet of telecommunication or electrical lines.
- (f) Trees in place at the time of construction and preserved on the lot, may count towards the required planting of trees if the preserved trees meet all of the requirements listed herein.

Sec. 28.06.072. Landscape buffers.

(a) Landscape buffer planting requirements.

- (1) All plant material shall be of native or adapted species.
- (2) All new proposed shade trees shall be a minimum of two and a half inches in caliper.
- (3) All proposed ornamental trees shall be a minimum of one and a half inches in caliper.
- (4) All large shrubs shall be a minimum of five-gallon container size and small shrubs/groundcovers a minimum of one-gallon container size.

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

- (1) Shade trees (such as Live Oak or Cedar Elm). One per 50 feet of buffer frontage.
- (2) Ornamental trees (such as Crape Myrtle or Desert Willow). One per 25 feet of buffer frontage.
- (3) Large shrubs, five-gallon (such as Wax Myrtle, DW Yaupon, or Agarita). One per six feet of buffer frontage.
- (4) Small shrubs/groundcovers, one-gallon (such as Lantana or Liriope). One per three feet of buffer frontage.

(c) Landscape buffer widths. The following landscape buffer width requirements shall apply to all designated landscape buffers and shall be measured from the edge of the right-of-way:

	At Arterial Roadways	At Collector Roadways
AG	0	0
SF-1	35 feet	25 feet
SF-2	35 feet	25 feet
SF-3	40 feet	30 feet
SF-4	50 feet	40 feet
SF-5	40 feet	30 feet
MF	50 feet	40 feet
MH	35 feet	25 feet
O	25 feet	25 feet
LR	25 feet	25 feet
GR	25 feet	25 feet
CS	25 feet	25 feet

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I	50 feet	50 feet
H	25 feet	25 feet
GUI	25 feet	25 feet
PR	25 feet	25 feet
PP	25 feet	25 feet
PD	Varies	Varies

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

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

Sec. 28.06.073. Landscape material.

All trees, plants, and vegetation shall comply with the [Texas A&M AgriLife Extension "Native and Adapted Landscape Plants: An Earthwise Guide for Central Texas" City of Austin "Grow Green"](#) recommended plant guide [as attached as Exhibit "A"](#). Invasive plants in this guide are specifically prohibited. A violation of this section is an offense under section 28.06.066.

Sec. 28.06.074. Landscape plan and tree survey submittal.

A landscape plan and tree survey shall be submitted to the city with the proposed site development plans and construction plans. The landscape plan shall comply with the landscape requirements. The landscape plan shall be signed and sealed by a landscape architect licensed by the state. The existing tree survey should be signed and sealed by a surveyor licensed by the state. The landscape plan must also be complied with while any structures are being built up to certificates of occupancy. [-Tree surveys are considered valid for two years from the date which they are completed.](#)

Sec. 28.06.075. Parking area landscaping.

- (a) Parking lots and all vehicular parking and maneuvering areas, excluding driveways behind buildings, shall contain areas constructed, planted, and maintained as landscaped islands, peninsulas, or medians.
- (b) The minimum total area in landscaped islands, peninsulas, or medians in the parking lots in front of buildings shall be 90 square feet for each 12 parking spaces, having a minimum width of nine (9) feet.
- (c) One tree is required for every six parking spaces. Tree preservation is encouraged for parking areas defined as back of curb and a nine (9) foot buffer around that back of curb, thus one existing tree that is at four inches DBH shall count for two new trees.

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- (d) No parking space shall be located further than 50 feet from a landscaped island, peninsula, median, or tree. They shall be located evenly through the parking areas; however, the location of landscaped islands, peninsulas, and medians may be adjusted to accommodate existing trees or other natural features.
 - (e) Landscape terminal islands (end islands) shall be located at the end of all parking modules in a configuration to allow for turning radii of intersecting aisles to protect parked vehicles, provide for visibility, confine moving traffic to aisles and driveways, and provide space for landscaping. Medium and tall shrubs are prohibited on internal islands to maintain visibility.
 - (f) All landscaped islands shall have curbs except when utilizing low impact development techniques to capture and utilize runoff for irrigation purposes.
 - (g) Paving over more than seventy-five percent (75%) of the critical root zone is prohibited unless approved by the city development review committee. All approved paving shall be porous pavement to allow water and air exchange. Paving over more than seventy-five percent (75%) of the critical root zone without approval of the City is an offense.

Sec. 28.06.076. Screening of dumpsters and building service equipment.

- (a) For outdoor condensers, utility huts, and other building service equipment (other than a rooftop), such equipment shall be reasonably screened from view on ~~all two~~ sides using a masonry wall and/or vegetative screen using ~~at least two varieties of~~ plant material from the ~~“grow green Native and Adapted Landscape Plants”~~ plant guide ~~attached at Exhibit “A”~~, that, at maturity, are at least the height of the equipment to be screened.
- (b) All refuse and/or recycling containers shall be reasonably screened with landscaping from public view and the view of adjoining properties.
- (c) The opening for removal of the dumpster for collection shall be a minimum of 12 feet to allow proper service access. An additional ten feet in width is required for every additional dumpster.
- (d) All durable materials used in constructing ~~the a~~ dumpster screening masonry wall system shall be consistent with and complement the primary structure.
- (e) The orientation of the dumpster opening shall not face the street or public sidewalk unless approved by the city administrator.

Sec. 28.06.077. Maintenance requirements.

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

- (1) Planting and maintaining trees in a manner which conforms to the American National Standards Institute (ANSI) A-300 “Standards for Tree Care Operations” and following all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.
- (2) Regular maintenance of all required landscaped areas and plant materials in a vigorous and healthy condition, free from diseases, pests, weeds, and litter. This maintenance shall include weeding, watering, fertilization, pruning, mowing, edging, mulching, or

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other necessary maintenance in accordance with generally accepted horticultural practice;

- (2) The repair or replacement of required landscape structures (walls, fences, etc.) to a structurally sound condition;
- (3) The regular maintenance, repair, or replacement, where necessary, of any screening or buffering;
- (4) Replacing planted trees if they die or become diseased beyond repair within five years after planting; and
- (5) Repairing damage to landscaped areas, structures, screening, buffering, or trees as a result of ingress or egress from site easements by authorized or unauthorized parties.
- (6) Limitation of water due to drought restrictions placed by the City, Dripping Springs Water Supply Corporation, West Travis PUA, or any other water provider temporarily suspends the watering requirement in subsection (2).
- (7) A violation of this section is an offense under section 28.06.066.

Sec. 28.06.078. Integrated pest management.

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

Sec. 28.06.079. Tree preservation.

- (a) A grading and tree survey shall be submitted with the site development plans and construction plans. Residential site development, subdivision, or resubdivision which results in fewer than five dwelling units is exempt from this section.
- (b) The tree survey shall include all existing, live, healthy protected trees with an eight-inch DBH in diameter and larger, including clusters. The survey shall indicate the size (DBH) and species of tree. A survey including existing, live, healthy protected trees with a six-inch DBH in diameter must be submitted if mitigation as listed below is sought. Trees observed to be dead, diseased, or posing an imminent threat or hazard to people or property ~~distressed~~ will be indicated with an asterisk on the tree list. Trees shall be represented by their critical root zone, meaning circles using the formula of one foot of radius for every one inch of trunk diameter. All required trees (both on and off the subject property) with critical root zones that intersect the limit(s) of disturbance with the project shall be represented. Unbroken circles indicate trees that are to remain. Dashed circles indicate trees that are to be removed (including trees identified to be distressed). Non-native trees or other exempt tree species as listed herein shall be omitted from the tree survey.
- (c) Protected trees are defined as follows:
 - (1) Protected Trees;
 - (A) Heritage Trees;
 - ~~(B) Legacy Trees;~~

(~~EB~~) Standard Trees.

- (2) Hardwood trees defined in Sec. 28.06.062 “Definitions”
- (3) Standard Trees. A Standard Tree means a tree of eight (8) inches or greater DBH for all hardwood tree species except the following species are Standard Trees with at least one (1) trunk being five (5) inches or greater DBH (the value of the five (5) inches or greater trunk is the value given to these small tree species):~~The following species are considered protected trees with at least one (1) trunk being equal or greater than the respective size (DBH):~~
- ~~i. Ashe Juniper (Juniperus ashei) – eight (8) inch DBH;~~
 - ~~ii. Huisache (Acacia farnesiana) – twelve (12) inch DBH;~~
 - ~~iii. Mesquite (Prosopis glandulosa) – twelve (12) inch DBH;~~
 - ~~iv. Arizona Ash (Fraxinus velutina) – twelve (12) inch DBH;~~
 - ~~v. Hackberry (Celtis spp.) – twelve (12) inch DBH;~~
 - i. Texas Persimmon (Diospyros texana) - five (5) inch DBH;
 - ii. Texas Redbud (var. texensis) - five (5) inch DBH;
 - iii. Texas Mountain Laurel (Sophora secundiflora) - five (5) inch DBH;
 - iv. Condalia (Condalia hookeri) - five (5) inch DBH;
 - v. Possum Haw (Ilex decidua - in floodplain only) - five (5) inch DBH;
 - vi. Hawthorne (crataegus texana) - five (5) inch;
 - vii. Any hardwood tree – eight (8) inch DBH.
- (4) Heritage Trees. A Heritage tree means a tree of ~~twenty-four~~eighteen (18)-(24) inches or greater DBH for all tree species except the following species are Heritage with at least one (1) trunk being twelve (12) inches or greater DBH (the value of the twelve (12) inches or greater trunk is the value given to these small tree species):
- i. Texas Persimmon (Diospyros texana);
 - ii. Texas Redbud (var. texensis);
 - iii. Texas Mountain Laurel (Sophora secundiflora);
 - iv. Condalia (Condalia hookeri);
 - v. Possum Haw (Ilex decidua - in floodplain only);
 - vi. Hawthorne (crataegus texana).
- (5) Non-native Trees. Non-native invasive tree species are not protected and will be omitted from the tree survey. Non-native invasive tree species ~~means~~includes the following tree species:
- i. Chinese Pistache (Pistacia chinensis);
 - ii. Chinaberry (Melia azedarach);

-
- iii. Chinese Tallow (*Sapium sebiferum*);
 - iv. Tree of Heaven (*Ailanthus altissima*);
 - v. Salt Cedar (*Tamerix* species).
 - vi. Japanese Ligustrum (*Ligustrum japonicum*).
 - vii. Nandina (*Nandina domestica*);
 - viii. Paper Mulberry (*Broussonetia papyrifera*)

(d) Minimum Tree Preservation Requirements

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

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

(3) Tree Preservation by Land Use:

(A) Commercial, Industrial, and Multi-family:

(i) A minimum of 40% of Standard ~~and Legacy non hardwood~~ trees shall be preserved on a lot calculated by the total inches (DBH) of the existing standard trees on site.

(ii) All Heritage ~~and Legacy hardwood~~ trees shall be preserved on a lot.

(iii) Heritage ~~and Legacy~~ hardwood trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation.

(iv) The tree preservation plan must also be complied with during all construction including while any structures are being built as part of the project up to certificates of occupancy. As-built tree plans may be required by the City prior to building construction.

(v) Waivers will be reviewed under the same standard as other Subdivision waivers pursuant to Section 1.6 of Exhibit A of the Subdivision Ordinance.

(B) Subdivision Development of residentially zoned areas (five or more dwelling units):

(i) A minimum of 35% of Standard ~~and Legacy non hardwood~~ trees shall be preserved on a lot: calculated by the total inches (DBH) of the existing standard trees on site

(ii) Heritage ~~and Legacy hardwood~~ trees shall be preserved on a lot.

(iii) Heritage ~~and Legacy hardwood~~ trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation.

(iv) The tree preservation plan must also be complied with during all construction including while any structures are being built as part of the project up to

certificates of occupancy. As-built tree plans may be required by the City prior to building construction.

(v) Waivers will be reviewed under the same standard as other Subdivision waivers pursuant to Section 1.6 of Exhibit A of the Subdivision Ordinance.

(C) A property owner after the certificate of occupancy has been issued is no longer subject to Divisions 3, 4, or 5 but is subject to Divisions 1 and 2 of this ordinance.

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

(E) All Heritage ~~and Legacy hardwood~~ trees on any lot shall be preserved unless the tree falls under an exception or a waiver to remove the tree is granted by the development review committee. Heritage ~~and Legacy hardwood~~ trees within clearing and installation for infrastructure (roads, utilities, etc.) shall not be removed without a waiver from the development review committee and mitigation. Waivers will be reviewed under the same standard as other Subdivision waivers pursuant to Section 1.6 of Exhibit A of the Subdivision Ordinance.

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

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

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

(i) Standard trees – 100% shall be preserved

~~(ii) Legacy trees – 100% shall be preserved~~

(iii) Heritage trees – 100% shall be preserved

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

(5) Protection of Critical Root Zone.

(A) No construction or disturbance shall occur within an area that constitutes more than 50 percent (50%) of the total CRZ and one-half the radial distance of the CRZ for each tree being preserved, including Heritage and Standard Trees, and any other trees for which credit for preservation is to be assigned per this article. This defined area shall be flagged and encircled with protective fencing during construction. The Development Review Committee may approve construction closer to the trunk than one-half the radial distance, depending on the size, spacing, or species of the tree, the type of disturbance proposed, and uniqueness of the situation, if acceptable supplemental nutrients and/or soil aeration are provided and the probable survival rate of the tree is high.

(B) Cut or fill that is greater than four inches in depth and the severing of major roots shall be considered disturbance for the purposes of this article.

(C) Within the protected CRZ, only flatwork, decking, or similar construction, may be approved and shall not affect the branching of the tree as limited by Section 28.06.075.

(D) If proposed or actual protection of the CRZ of a tree does not meet the requirements of this section, then the tree shall be considered removed and shall require mitigation.

- (e) A Tree Preservation Plan shall be submitted with the site plan for all applicable site plans and subdivisions. Unbroken circles indicate trees that are to remain. Dashed circles indicate trees that are to be removed (including trees identified to be dead, diseased, or posing an imminent threat or hazard to people or property~~distressed~~).
- (f) Healthy designated protected trees that require removal to accommodate the development shall be replaced as directed herein. Trees identified as dead, diseased, or posing an imminent threat or hazard to people or property~~distressed~~ shall not be included in tree preservation requirements evaluation.
- (g) Pre- and post-construction fertilization is required for existing trees that will be or have been disturbed by construction activities, including disturbance of the critical root zone. Fertilizers must be phosphate-free.
- (h) During construction, take measures to protect trees, including rigid fencing, shielding, and signage, as necessary. Rigid fencing shall be placed with a radius of at least ten feet from the trunk or at the critical root zone, whichever is greater, unless property lines or other features prohibit a complete radius. Rigid fencing shall consist of wood, chainlink, or other solid material approved by the city administrator. Stakes shall be no more than six feet apart and at least one and one-half deep into the ground. Rigid fencing shall be at least three feet in height.
- (i) The city inspector or designee shall inspect and approve installed tree protection before issuance of any permit to commence with any construction activity.
- (h) Tree protection shall remain in place until final landscaping installation as approved by the city inspector or designee.
- (i) Parking or storing of vehicles, equipment or materials allowed within the critical root zone is prohibited.
- (j) Any activity that damages trees on adjacent lots is prohibited.
- (k) A violation of this section is an offense under section 28.06.066.

Sec. 28.06.080. Mitigation for Tree Removal.

- (a) Mitigation for all removed trees in excess of the percentage allowed and not covered by an exception is required for all trees removed during all construction including while any structures are being built as part of the project up to certificates of occupancy. For all removed trees in accordance with tree preservation requirements or after a waiver is approved for removal in excess of the tree preservation requirements the inches ~~(TCDBH)~~ required for mitigation will be determined using the approved tree survey or tree preservation plan. ~~Legacy hardwood trees shown to be removed (beginning from largest to smallest (TC)) will be added to the preserved tree total until the preservation~~

~~percentage is reached.~~ The number of trees needed to meet the preservation requirement will be included in the mitigation calculation.

- (b) Protected trees which are removed shall be mitigated using any combination of the following pursuant to a tree mitigation plan as approved by the development review committee:
- (1) Preservation of existing protected trees >6 inches in DBH above minimum preservation requirements are considered credit trees. A survey including existing, live, healthy protected trees with a six-inch DBH in diameter must be submitted if mitigation is sought including any tree being used for mitigation. Credit for preservation shall be given at .5 : 1 inches. In addition, preservation of existing Ashe Juniper (Juniperus ashei); Huisache (Acacia farnesiana); Mesquite (Prosopis glandulosa); and Arizona Ash (Fraxinus velutina) > 6 inches in DBH provide credit at .5:1 inches and are considered credit trees.
 - (2) Relocation of the removed tree onsite, mitigation is required for relocated trees if mortality occurs within 2-years of the relocation;
 - (3) Replacement by new protected tree species, or alternative native trees approved by the City Administrator or designee; and/or
 - (4) Payment of a fee in lieu of tree replacement.
 - (5) Mitigation cannot be accomplished by only using one of methods “1” thru “4” above. They must be used in combination in a balance approved by the development review committee.
- (c) The preservation of healthy Standard trees on-site is encouraged and may be used as mitigation to offset the removal of Protected trees. The mitigating trees may be of any protected tree species with an aggregate ~~DBH~~ in inches of the trees removed (1:1). Mitigating trees should be >6 inches in DBH, in good health, and clear of existing or proposed utility easements and overhead electric lines. Existing Heritage trees cannot be used to mitigate for the loss of Heritage trees.
- (d) Replacement trees are in addition to the minimum landscaping requirements as described in Section 28.06.071 through Section 28.06.077 of this document.
- (e) Replacement trees may be of any protected tree species or alternative approved indigenous tree with an aggregate ~~DBH~~ in inches of the trees removed with ratio of (1:1) for Standard trees, ~~(1.5:1) for Legacy trees~~ and (3:1) for Heritage trees.
- (f) Replacement trees shall be a minimum of two and a half caliper inches measured 6 inches from ground level and a minimum height of 8 feet when planted.
- (g) When possible, replacement trees shall be planted on the same lot according to an approved Tree Preservation Plan. Replacement trees may be planted on another lot if approved by the development review committee. Replacement trees must be maintained and kept alive for three years through a maintenance plan or replaced if destroyed, diseased, or dead within that time period.
- (h) Landscaping should be mulched to a depth of 3-4” and devoid of weeds and trash. Newly planted trees shall be mulched in a 4 foot radius or 8 foot diameter. The mulch will be kept 6 to 8 inches away from the root flare.

(i) Biodiversity requirements for tree replacement

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

(B) When more than 300 inches (DBH~~TC~~) of replacement trees are required, a minimum of three (3) different approved tree species shall be used to fulfill the replacement requirements.

(j) Fee in lieu of replacement:

(i) If all or a portion of the required replacement trees will not be planted on-site or on a site approved by the development review committee, payment of a fee in lieu of replacement shall be made, which shall be deposited into the City's Landscaping Fund. The fee shall be determined as follows in the Table below;

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

Table Mitigation methods for tree removal

Tree Classification	Tree Diameter Removed (DBH)	Tree Planting: Aggregate DBHTC in inches of trees removed	Mitigation Fee per inch (DBH TC) of tree removed
Standard	8.0" 17.9" or as defined herein	1:1	\$150
Legacy	12.0" — 23.9" or as defined herein	1.5:1	\$100
Heritage	24 18.0" or greater or as defined herein	3:1	\$200

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

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

- (1) Parking Space Reduction. Upon application and verification by the ~~Ceity~~ ~~A~~arborist, an individual shall be entitled to a reduction in the minimum parking requirements to help meet the minimum tree preservation requirements. For the purpose of providing an incentive, the said minimum parking requirements may be reduced by one (1) parking space for every four (4) diameter inches of trees that have been protected or mitigated on a site. The ~~Ceity~~ ~~A~~arborist shall issue a certificate to the appropriate city department(s) confirming that a reduction has been earned under this

section. Up to fifteen (15) percent of the required spaces may be waived, however, a waiver in excess of fifteen (15) percent of the required spaces must be approved by the director of planning and development services or the director's designee, and no waiver may exceed thirty (30) percent of the required spaces. A waiver of up to fifty (50) percent of the minimum parking spaces required may be granted if the plan will result in the preservation of woodlands or significant stands of trees in a natural state in excess of the minimum tree preservation requirements. If used, the incentive provided by this subsection shall control over any other conflicting provision of this article.

- (2) Sidewalks. Where the development review committee determines that preservation of trees warrants the elimination, reduction in width, alternative routing, or modification to the sidewalk and curb requirements in accordance with the tree preservation standards, a waiver may be granted.
- (3) Tree Cluster(s). In order to emphasize the importance of preserving trees in a cluster during development, additional tree preservation credit will be given as follows:
 - (A) Cluster(s) of three (3) or more trees less than ten (10) feet apart without existing understory will be calculated at one hundred five (105) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches.
 - (B) Cluster(s) of three (3) or more trees less than ten (10) feet apart with existing understory will be calculated at one hundred fifteen (115) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches.
- (4) Landscape Credits. Landscape credits may be awarded as provided in this chapter. Trees installed to meet the requirements of the landscape buffer Section 28.06.071 through Section 28.06.077 may be used to meet the requirements of the final tree canopy section.
- (5) Minimum Lot Size and Setbacks. The board of adjustment may approve a variance to the minimum lot size and setback requirements of the applicable zoning district for an individual lot or lots where the applicant demonstrates the following:
 - (A) Compliance with the minimum lot size or setback requirement is needed to preserve a protected tree or heritage tree; and
 - (B) If the tree permit application is pursuant to a proposed subdivision plat, the average lot size of the proposed subdivision will equal or exceed that of the applicable zoning district; and
 - (C) The public purpose involved in protecting the tree exceeds the public purpose of complying with minimum lot size or setback requirements; and
- (6) State Certification in Lieu of Compliance. The ~~city~~ ~~City arborist~~ Arborist shall assist those who wish to have a site certified under the Texas Parks and Wildlife, Texas Wildscape Program in lieu of meeting city requirements in this division as long as twenty (20) percent of existing trees on-site are preserved.

Sec. 28.06.081. Exceptions.

Exceptions: The following shall be exempt from the Tree Preservation requirements of Section 28.06.079:

- (a) Lots on which buildings were constructed prior to the adoption of this ordinance and subsequently damaged by fire, explosion, flood, tornado, riot, act of the public enemy, or accident of any kind, provided a Building Permit is issued for restoration within 12 months after the damage occurs and additional square footage is not proposed.
- (b) Trees that are dead, diseased, or posing an imminent threat or hazard to people or property ~~Hazardous, diseased, dead, or dying trees~~ as determined by a tree survey and a letter from a certified ~~Texas~~ Arborist.
- (c) Trees causing physical damage to existing structures, drainageways, utility systems or facilities in the public right of way as determined by the city engineer or their designee.
- (d) Protected trees damaged or destroyed by floods, fire, wind or other natural causes.
- (e) Trees or areas of tree canopy preventing the opening of reasonable and necessary vehicular traffic lanes in a street or alley.
- (f) Trees or areas of tree canopy located in the clear site line area and impeding required sight distance, as defined by the Dripping Springs Technical Criteria Manual (DSTC) Chapter 28, Exhibit C, as determined by the city engineer.
- (g) When undertaken in- and immediately adjacent to- the bounds of a public right-of way or dedicated public utility easement by an official government entity or their designee for public use, the installation of:
 - (1) roadways, bridges, culverts, and associated traffic facilities; and
 - (2) sidewalks and similar off-highway trails and passageways; and
 - (3) streets and passageway lighting; and
 - (4) surface and subsurface stormwater drainageways (where horizontal boring is not practicable); and
 - (5) subsurface potable water and wastewater utility infrastructure (where horizontal boring is not practicable); and
 - (6) roadway widening/creating on-street parking
- (h) Trees identified by a certified ~~a~~ Arborist as dead, diseased, or posing an imminent threat or hazard to people or property ~~distressed~~ shall not be included in tree preservation requirements evaluation.

Sec. 28.06.082. Irrigation requirements.

- (a) An irrigation plan is required as part of the site plan and will be prepared by a licensed irrigator (i.e., licensed landscape architect or engineer). The plan should include rain/freeze sensors on all controllers. The irrigation plan should provide drip irrigation in shrub beds and bubblers on all trees. Drip irrigation is encouraged on all residential and commercial live turf grasses.
- (b) Turf drought-tolerant grass plantings shall comply with the interior lot landscaping requirements in this article. St. Augustine is expressly prohibited.
- (c) Landscaped areas must be mulched as required by the interior lot landscaping requirements in this article.
- (d) Watering landscaping by hose-end sprinklers or permanently installed automatic sprinkler systems between 10 a.m. and 7 p.m. is prohibited.

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- (e) Watering by hand-held hose, drip irrigation, or soaker hose is allowed at any time. No more than three hours per day maximum is allowed.
 - (f) Watering or irrigating of any landscaping in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, parking area, street, alley, gutter, or ditch is prohibited.
 - (g) A subdivision or commercial project that uses drip irrigation in all open, park, and common areas will receive a credit of fifty percent (50%) of water reuse fees in Section 22.06.007 – Development requirements.
 - (h) All restrictions herein are in addition to any restrictions placed by a utility provider including the Dripping Springs Water Supply Corporation, the West Travis County PUA, or the City of Dripping Springs.

Sec. 28.06.083. Drought conditions.

- (a) During extreme drought classifications for this region as determined by the National Drought Mitigation Center, the city administrator, or designee, may accept a fiscal deposit of the amount equal to the cost of purchasing and installing the trees and other required landscaping into the city's drought tree fund in lieu of the installation of trees and other landscaping required by this chapter for the issuance of a certificate of occupancy permit, or the city administrator may accept an escrow equal to the cost of purchasing and installing the trees and other required landscaping. The city shall only accept the fiscal deposit or escrow if an erosion control plan consistent with section 28.04.016 of this code has been reviewed and accepted by the city administrator. Failure to maintain and adhere to an approved erosion control plan during periods of extreme drought classification shall be deemed a violation and the fines and penalties under section 28.06.066 of this article shall apply.
- (b) Persons requesting that the city accept a fiscal deposit in lieu shall provide the city with written documentation from an entity that sells trees and landscaping the cost of purchasing and installing the trees and other landscaping required by this chapter.
- (c) If no cost for the installation of trees and landscaping required by this chapter is provided to the city, the city shall require 66 percent of the cost of the trees and landscaping to be paid as the installation cost in addition to the cost to purchase the trees and landscaping.
- (d) Any fiscal deposits for trees and landscaping paid to the city pursuant to this section shall be held in escrow. The escrow may be drawn upon by the city to implement tree and landscaping requirements for the depositing property owner, or the funds shall be released to the depositing property owner to implement tree and landscaping requirements within 30 days when the drought mitigation center determines that this region is no longer in an extreme drought condition or higher classification. Failure to implement the tree and landscaping requirements within 30 days of release of the fiscal deposit to the depositing property owner shall be deemed a violation and the fines and penalties under section 28.06.066 of this article shall apply.

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- (e) Whenever necessary to enforce any provision of this article or implement tree and landscaping requirements on the depositing property owner's property, city staff, or the city's contractor, may enter upon depositing property owner's property at any reasonable time to inspect or perform any duty imposed by this article during an extreme drought classification for this region. If entry is refused, the city shall have recourse to every remedy provided by law and equity to gain entry.
 - (f) The city is the custodian of any cash funds or bonds on deposit in the property owner's escrow account. The city has a fiduciary duty to the depositing property owner and may dispose of the escrowed funds only in accordance with this section.

Sec. 28.06.084. Seasonal Installation Bond/Escrow

- (a) Landscaping for any project should be installed at an appropriate time of year, to maximize the survivability of the material being planted. If construction activities are completed, save for the installation of trees, shrubs, ornamental ground covers, perennials, and annuals, from March 15 thru September 15, the Planning Department, at the option of Owner, may accept a fiscal deposit of the amount equal to the cost of purchasing and installing these materials in lieu of the installation of trees and other landscaping required for the issuance of a certificate of occupancy or certificate of completion, as appropriate; or, the Planning Department may accept an escrow equal to the cost of purchasing and installing the trees and other required landscaping. The City shall only accept the fiscal deposit or escrow if an erosion control plan consistent with section 28.04.016 of the Code has been reviewed and accepted by the City Administrator. Failure to maintain and adhere to an approved erosion control plan during the period March 15 – Sept. 15 shall be deemed a violation and the fines and penalties under section 28.06.066 of the Code shall apply.
 - (b) Upon the request that the City accept a fiscal deposit in lieu, owner/applicant shall provide the City Administrator with written documentation from an entity that sells trees and landscaping the cost of purchasing and installing the trees and other landscaping required by the Code.
 - (c) If no cost for the installation of trees and landscaping required by the Code is provided to the City, the City shall require a fiscal deposit equal to 66% of the cost of the trees and landscaping to be delivered to the City as the installation cost in addition to the cost to purchase the trees and landscaping.
 - (d) Any fiscal deposits for trees and landscaping paid to the City pursuant to this chapter shall be held in escrow. The escrow may be drawn upon by the City to implement tree and landscaping requirements for the depositing property owner, or the funds shall be released by the City to the depositing property owner or his/her/its designee to implement tree and landscaping requirements within 30 days of drawing upon the escrow. Failure to implement the tree and landscaping requirements within 30 days of release of the fiscal deposit to the depositing property owner shall be deemed a violation and the fines and penalties under section 28.06.066 of the Code shall apply.
 - (e) Whenever necessary to enforce any provision of this section or implement tree and landscaping requirements on the depositing property owner's property, City staff, or the
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City's contractor, may enter upon depositing property owner's property at any reasonable time to inspect or perform any duty imposed by this section until such time the complete landscape package has been installed and accepted by the City. If entry is refused, the City shall have recourse to every remedy provided by law and equity to gain entry.

- (f) The City is the custodian of any cash funds or bonds on deposit in the property owner's escrow account. The City has a fiduciary duty to the depositing property owner and may dispose of the escrowed funds only in accordance with this section.

Sec. 28.06.085. Oak Wilt Management

- (a) Trimming or cutting of any oak species is prohibited from the first day of February to the last day of July. Permission may be granted to any entity or property owner wishing to trim or cut an oak tree susceptible to oak wilt during the prohibited months, provided that the entity or property owner contracts with a licensed professional tree care or landscaping company. Trimming or cutting of trees are allowed during the prohibited months if done in response to damage caused by weather. Trimming or cutting can be done by the entity, property owner, or a licensed professional or landscape company. In the case of oak species, wounds must be painted with an acceptable wound dressing within 30 minutes from the time of cutting.
- (b) Contractors or individuals identified pruning any oak(s) without a demonstrated ability to seal all wounds greater than 0.75 inches within 30 minutes of the time of cutting will be required to cease all work until a wound sealant is onsite and utilized on the project.
- (c) It is an offense for a contractor or individual to prune any oak without sealing wounds with an acceptable wound dressing within 30 minutes of pruning.
- (d) Infected red oaks that die in late summer, fall or early winter should be cut down and burned when allowed, buried, or chipped soon after discovery to prevent fungal mats that may form on these trees the following spring.
- (e) Potential oak wilt investigations should be performed by a member of the Texas Forest Service, a ~~Texas Oak Wilt Qualified (TOWQ) ISA-certified~~ Certified arborist or the City Arborist. For information on oak wilt identification, spread and management reference www.texasoakwilt.org.
- (f) In the case of emergencies due to tree damage from weather events or other natural disaster the requirement for licensed professional tree care or landscaping company for review for trimming during prohibited months is not required if not available. In addition, painting within 30 minutes at the time of cutting is not required, but painting shall be done as soon as possible.

DIVISION 5. STANDARDS -- COMMERCIAL AND SUBDIVISION INTERIOR LOT LANDSCAPING

Sec. 28.06.090. Scope and Applicability

This article Divisions 3, 4, and 5 – Commercial and Residential Subdivision Tree Preservation and Interior Lot Landscaping apply to all commercial property and residential subdivisions with five or more dwelling units within the incorporated municipal boundaries

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

Sec. 28.06.091. Turf Grass Areas

- (a) Turf grass areas of live grasses shall be planted in drought-tolerant species normally grown as permanent lawns in the City, including Zoysia, Bermuda, Buffalograss, Habiturf_ (combination of Buffalograss, Blue Grama, and Curly Mesquite) or other drought-tolerant turf grass varieties as approved by the City in consultation with Texas A&M Agrilife Extension or upon approved application to the Development Review Committee. Saint Augustine grass is expressly prohibited unless the applicant applies for an exception to the Development Review Committee with evidence that such grass is drought-tolerant.
- (b) In residential home subdivisions, drought-tolerant turf grass areas shall be limited to a maximum of 50% of the total provided landscaped area, except that up to 75% of the areas can be drought-tolerant turf if solely supported by drip irrigation in lieu of spray irrigation. Areas that are approved for use for land application, septic area, or other type of wastewater application are not included in this calculation.
- (c) In all other developments, drought-tolerant turf grass areas shall be limited to a maximum of 25% of the total provided landscaped area, except that up to 50% of the areas can be drought-tolerant turf if solely supported by drip irrigation in lieu of spray irrigation. Areas that are approved for use for land application, septic area, or other type of wastewater application are not included in this calculation.
- (d) Drought-tolerant turf grass areas may be sodded, plugged, sprigged or seeded, except that solid sod shall be used in swales, other areas subject to erosion, or as required in a Water Quality Protection Zone Plan.
- (e) Installation of sod dependent upon restrictions set by water utilities and drought stage restrictions. Section 28.06.084 should be followed in drought conditions for delay of installation of landscaping and trees as appropriate.
- ~~(e)~~(f) Artificial turf is not considered turf for these percentages and may be used as part of the landscaped area that is not drought-tolerant live grass turf.

Sec. 28.06.092. Soils

New landscaped areas shall be prepared so as to achieve a soil depth of at least 6 inches for turf. A soil depth of 12 to 18 inches should be used for perennials and shrubs, and 18-24 inches for trees. The six-inch soil depth shall consist of at least 25% compost blended with soil.

Sec. 28.06.093. Xeriscape materials

Developers and homebuilders are encouraged to plant native, adapted, and non-invasive xeriscape plants and trees in addition to using other materials such as mulch and compost to promote use of water-wise landscaping. Landscaping using xeriscaping materials or artificial turf is considered non-turf and does not count against the maximum percentage of turf for lots.

CITY OF DRIPPING SPRINGS

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REPLACING ARTICLE 28.06 LANDSCAPING AND TREE PRESERVATION ORDINANCE; ESTABLISHING REGULATIONS FOR DEVELOPMENT AND THE PRESERVATION OF TREES, AND LANDSCAPING THAT IS COHESIVE WITH THE HILL COUNTRY ENVIRONMENT; PROVIDING FOR THE FOLLOWING: RULES; STANDARDS; PROCEDURES; CRIMINAL PENALTIES; AND, SEVERABILITY

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality, including its extraterritorial jurisdiction where trees and water sources are preserved; and

WHEREAS, the City Council finds that removing all or most of trees on any lot is not beneficial to the hill country environment; and

WHEREAS, the City Council finds that regulating the type of grass and landscaping and types of irrigation helps preserve the hill country landscape and water resources; and

WHEREAS, the City Council has determined that reasonable rules and regulations governing subdivision plats for tree preservation and landscaping are necessary to maintain water quality, protect the region’s livability, preserve property values, and reinforce Dripping Springs’ status as the Gateway to the Hill Country; 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 Chapter 212 of the Texas Local Government Code, the City has the authority to adopt rules governing plats and subdivisions of land; and

WHEREAS, the City has determined that amending its ordinance related to subdivisions is required by state law; 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 regulating the tree preservation and landscaping.

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

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

Article 28.06, Landscaping and Tree Preservation Ordinance of the City of Dripping Springs Code of Ordinances is repealed and replaced to read in accordance with Attachment A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

3. REPEALER

Article 28.06 and 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 as listed below:

- (a) Ninety (90) days after date of publication:
 - (1) Sections 28.06.079 – .081 Tree Preservation
 - (2) Division 5. Standards – Commercial and Subdivision Interior Lot Landscaping
- (b) Thirty (30) days after date of publication:
 - (1) All other sections in the ordinance.

7. PROPER NOTICE AND MEETING

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

PASSED & APPROVED this, the _____ day of _____, 2024, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Mayor

ATTEST:

Andrea Cunningham, City Secretary

Types of Trees:

Heritage Trees:

- 100% have to be protected during construction of larger residential subdivisions and all commercial projects
- Can be removed if dead or diseased
- Residents and small projects may only remove with waiver from the City

Standard Trees:




- Commercial, Industrial, and Multi-family
 - 100% of Heritage trees must be protected
 - A minimum of 40% of Standard Trees must be protected
- Residential – A minimum of 35% of Standard Trees, exclusive of Heritage trees, including clusters
- Dead or diseased trees not included towards removed trees
- Residents and small projects may remove any standard tree




Non-Native/Unprotected Trees

- Can be removed during construction or by residents


All protected trees will be preserved:

- Water Quality Zones (as defined by ordinance)
- Steep Slopes (as defined by ordinance)


Protected Trees	Tree	Heritage Size	Legacy Size	Standard Size	Notes
	<p>Texas Persimmon (Diospyros texana)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	
	<p>Texas Redbud (var. texensis)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	
	<p>Texas Mountain Laurel (Sophora secundiflora)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	


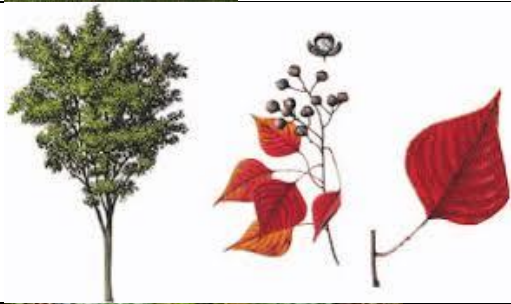

	<p>Condalia (Condalia hookeri)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	
	<p>Possum Haw (Ilex decidua)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	<p>In floodplain only</p>
	<p>Hawthorne (rataegus texana)</p>	<p>12 inch</p>	<p>5 inch</p>	<p>3 inch</p>	




Including All Hardwood Trees including: Texas Ash, Bald Cypress, American Elm, Cedar Elm, Texas Madrone, Bigtooth Maple, All Oaks, Pecan, Arizona Walnut, Eastern Black Walnut, and other designated hardwood trees.

Protected Tree	Tree	Heritage	Legacy	Standard	Notes
	<p>Hardwood Trees</p>	<p>24"</p>	<p>12"</p>	<p>8"</p>	

Non-Native Trees – Not Protected

<p>Chinese Pistache (<i>Pistacia chinensis</i>)</p>	
---	---

<p>Chinaberry (<i>Melia azedarach</i>)</p>		
<p>Chinese Tallow (<i>Sapium sebiferum</i>)</p>		
<p>Tree of Heaven (<i>Ailanthus altissima</i>)</p>		

<p>Salt Cedar (Tamerix species)</p>		
<p>Japanese Ligustrum (ligustrum japonicum)</p>		
<p>Nandina (nandina domestica)</p>		

<p><u>Paper Mulberry (Broussonetia papyrifera)</u></p>	
--	--

Tree Resources

Texas A&M Forest Service: <http://texastreeid.tamu.edu/content/listOfTrees/>

Oak Wilt: <https://texasoakwilt.org/>



Rick Broun General Manager

Board of Directors:

William Jackson, President

Travis Crow, Vice President

Rex Miller, Secretary/Treasurer

Mark Key, Director

Charlie Busbey, Director

Ms. Laura Mueller and City Council Members
511 Mercer Street
Dripping Springs, Texas 78620

November 30, 2023

RE: Landscape Ordinances

Dear Ms. Mueller and City Council Members:

Dripping Springs Water Supply Corporation ("DSWSC") appreciates the City Council and staff's efforts to collaborate with us on the recently proposed amendments to the City's landscape ordinance. DSWSC supports the proposed amendments.

As you are aware, our region experiences varying periods of flood and drought. Current extreme drought conditions bring water conservation to the forefront of conversations in Dripping Springs and across central Texas. Conservation is best achieved when governing authorities work in concert with affected parties. All this to say, we appreciate the City Council and staff's desire to collaborate with DSWSC to preserve nature's most precious resource, water.

Thank you for the opportunity to express our support for the proposed amendments to the landscape ordinance.

Respectfully,

Rick Broun

Rick Broun
DSWSC

www.drippingspringswater.com

512-858-7897

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[Alamo Area Chapter](#)

Ashe Juniper



Much of the text and information for this piece was taken by Alamo Area Master Naturalist Stan Drezek from the essay *Mountain Cedar: Friend or Foe?* by former City of San Antonio Park Educator Peggy Spring and Jan Wrede's *Texans Love Their Land*, 1997.

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Ashe Juniper – Elm Creek Neighborhood Greenbelt
Photo by: Stan Drezek

The Ashe Juniper (*Juniperus ashei*) is the dominant native tree species of the Texas Hill Country. One of six *Juniperus* species from the Cypress family (*Cupressaceae*) in Texas, but the only one in the Texas Hill Country, Ashe Juniper has existed here for tens of thousands of years. Bill Ward cited in a Native Plant Society of Texas publication of July 10, 2010 the work of Robert Adams of Baylor University concluding “*J. ashei*” grew mixed with deciduous trees in Central Texas during the late Pleistocene (about 125,000 to 13,000 years ago).” We may not know the exact distribution of Ashe Juniper preceding European settlement of the Hill Country, but early observers reported dense, closed-canopy “cedar brakes” particularly on canyon slopes. Ferdinand Lindheimer in 1845 reported cedar forming wide forested strips along the Comal River. Ashe Juniper does well in our alkaline soils and tolerates our climate. Furthermore, it is an efficient water user given its tiny leaves and their waxy coating which limit water loss through transpiration. Its recent relative dominance can be explained by human control of grassland fires (fire effectively kills Ashe Juniper which will not re-sprout) and overgrazing of native grasses, thereby reducing fuel for fires.

OVERGRAZING & FIRE SUPPRESSION = ASHE JUNIPER DOMINANCE

The result is woody encroachment of mostly naturally occurring savanna, especially by Ashe Juniper. **Have you seen its dominance in the areas along the Oak Loop Trail in Phil Hardberger Park (West) or our other Natural Areas?** Another particularly beautiful example of this dominance can be found along Friedrich Wilderness Park’s Juniper Barrens Trail. As Cox and Leslie state in *Texas Trees, a Friendly Guide*, “It has an invasive nature and can form impenetrable thickets inhibiting the growth of grasses and other herbaceous plants ...”. **Have you noticed under thick canopies of Ashe Juniper how hardly any species survive in the shade?**

CHARACTERISTICS



Ashe Juniper leaf and bark – Phil Hardberger Park Photo By: Gary Rogers

The tree is easily recognized by its irregular shape, fluted, twisted trunk, and dark green foliage. It rarely grows beyond thirty feet. Its bark is gray or reddish-brown often with white patches. These are the fungus, *Robergea albicedrae*, found only on *Juniperus ashei*. Another identifying characteristic of the bark, especially on mature trees, is its shredding into long narrow strips. **Have you noticed some of this “old growth” Ashe Juniper along our Natural Area trails?** Its bluish-green “leaves” flattened into many little branches at the end of twigs are comprised of overlapping 1/8” scale-like leaves. Each scale-like leaf has a hemispheric bump, a resin gland, which gives the tree its characteristic aroma. Those resins make the wood of the Ashe Juniper especially resistant to decay and insects.

There are separate male and female trees. From December to February the male trees turn golden brown with copious quantities of pollen, causing many locals to suffer from “cedar fever.” In the fall, the female trees produce the familiar, blue juniper “berries”, which are actually miniature cones. **Have you seen female Ashe Junipers, whose “fruits” are eaten by many species of wildlife?**

REMOVE IT VS. LEAVE IT!

There is a debate, informed by ongoing studies, as to whether Ashe Juniper’s positive contribution to soil stabilization and soil production, as well as providing shelter for wildlife and a cafeteria for birds, outweighs

role in preventing rainwater from reaching the ground. David Bamberger (see the April 25, 2010 Bamberger Ranch Journal) certainly makes the case for selective removal of Ashe Juniper. Item 11.

Bamberger found that it was not the trees' use of water, but rather, its tendency to form dense thickets. The trees actually prevent rainwater from reaching the ground and, thus, percolating back into the groundwater supply. He reports that about 54% of the water from a rain event reaches the soil under a canopy of Live Oaks but only about 20% under Ashe Juniper. In contrast grasslands allow more than 80% of the rain to infiltrate the soil.

Owens & Lyons in "Evaporation and interception water loss from juniper communities on the Edwards Aquifer Recharge Area" while finding much higher percentages for Ashe Juniper noted the significant loss due to evaporation from the canopy of Ashe Juniper in the low intensity rains that characterize the Hill Country.

Bradford Wilcox's 2010 paper in Geophysical Research Letters found evidence from 1890 to 1960 that "overgrazing and resultant soil degradation, *not encroachment by woody plants*, were the main culprits behind reductions in stream flows and recharging of groundwater..." It is probably safe to conclude that dense thickets of junipers and the removal of grasses and plants due to overgrazing and the resulting water runoff are both serious contributors to the lowering of the water table.

“OLD GROWTH” JUNIPERS & GOLDEN-CHEEKED WARBLERS

There is no debate, however, as to the importance of the Ashe Juniper to the endangered Golden-cheeked Warbler (*Setophaga chrysoparia*). In March these birds return to Texas by flying over 1100 miles from wintering grounds in Guatemala and other Central American countries. It is the only bird species whose breeding grounds are confined to Texas, most notably the Texas Hill Country. All Golden-cheeked Warblers mate, reproduce and raise their babies in Texas. They weave their nests from the long, shaggy strips of "old growth" juniper and spider webs. They feed themselves and their young on the insects and arthropods living on Ashe Juniper, Red Oaks, Live Oaks, and Cedar Elms. Despite the lack of steep-sided canyons and its small area in the middle of an urban expanse, City of San Antonio Park Naturalist Wendy Leonard observed and followed a Golden-cheeked Warbler in Phil Hardberger Park (East) on March 11, 2012. **Do you realize that if we had no "old growth" juniper, the Golden-cheeked Warbler would cease to exist?**

ADDITIONAL POSITIVE CONTRIBUTIONS OF ASHE JUNIPER

Besides playing a vital role in the life cycle of the Golden-cheeked Warbler, Ashe Juniper also:

1. Creates abundant litter facilitating soil formation
2. Helps stabilize the soil particularly on steep hillsides
3. Its dense cover makes a good home for wildlife
4. Provides "berries" to birds such as the Scrub Jay and mammals as well as forage for goats, sheep, and deer
5. Is a host plant for the Olive Hairstreak butterfly
6. Source of wood resistant to decay especially for posts
7. Excellent natural windbreak and sound barrier

Like so many native species, Ashe Juniper, is a tremendous resource to our ecosystem. Because of the impact of land development in reducing "old growth" juniper in particular, governmental agencies are working on Habitat Conservation Plans to protect this precious resource. Here for tens of thousands of years and here today, this tree contributes so much to the beauty and ecology of our beloved Texas Hill County.

Item 11.



Ashe Juniper Berries (Female Tree) – Phil Hardberger Park Photo By: Gary Rogers



Ashe Juniper Pollen – Photo by: Stan Drezek

For more information for children see, [We Love Leaves](#), [Tree Houses](#) and [Ashe Juniper](#).

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Texas Master Naturalist Alamo Chapter

PO Box 380801
San Antonio, TX 78268

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NATIVE AND ADAPTED PLANTS

FOR TEXAS LANDSCAPES

TEXAS A&M
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Native and Adapted Plants for Texas Landscapes

Native and adapted plants are the ideal choice for an aesthetically pleasing water efficient landscape. Whether you are interested in a well-manicured look, or a more naturalistic landscape design, there are a number of plants with various structures, textures, and colors to meet your needs and help you save precious time and money.



Benefits of Native & Adapted Plants

Native and better-adapted plants in home and business landscapes serve as environmentally sustainable assets that are usually labor efficient compared with resource intensive varieties. Some of the characteristics leading more Texans to incorporate native and adapted varieties include:

- Drought tolerance
- Heat tolerance
- Water efficiency
- Typically low fertilizer requirements
- Typically low pesticide requirements

What do you mean by Native and Adapted?

Native plants are hardy, having evolved in our (sometimes) harsh and unpredictable climate. They thrive on the soils that occur here and on the specific nutrients those soils provide. Native plants also tend to be more resistant to pest pressures of native insects and diseases common to North Texas. A plant might be native to:

- Texas
- Your Region
- Your County
- Your City

Adapted plants are also hardy but have been introduced to Texas landscapes through the horticulture industry. Most often, they originate from areas with similar soil types, climates and /or hardiness zones.

Top 100 List

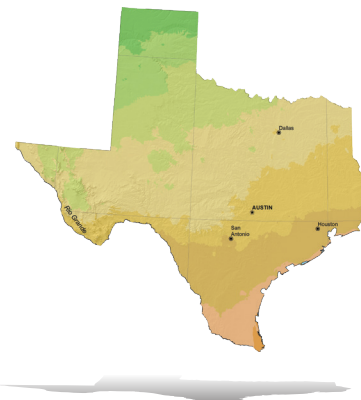
Flip to the back of your booklet for a list of our 100 favorite native and adapted plants for North Texas and beyond!

Remember, even though a plant is native to Texas, it is important to make sure it is well adapted to our area. i.e. A plant Native to Corpus Christi may not feel so at home in Dallas.

There are also many plants available that have native parents, but have been bred for improved ornamental characteristics.

Texas Plant Hardiness Zones

Adapted from USDA national plant hardiness zone map



Temp (F)	Zone	Temp (C)
-5 to 0	6b	-20.6 to -17.8
0 to 5	7a	-17.8 to -15
5 to 10	7b	-15 to -12.2
10 to 15	8a	-12.2 to -9.4
15 to 20	8b	-9.4 to -6.7
20 to 25	9a	-6.7 to -3.9
25 to 30	9b	-3.9 to -1.1
30 to 35	10a	-1.1 to 1.7

Average Annual Extreme Minimum Temperature 1976-2005

Example: North Texas Zone 8a (Visit NOAA.gov for weather data in your area)

Avg. Low Temp. 10-15 °F
Record Low -8°F 1980
Record High 113°F 1980
Avg. First Freeze Nov. 22
Avg. Last Freeze March 13
Avg. Yearly Rainfall 40.55"
 (Can range from 20"-50")

Common Soils Poor draining clays & clay loams, mostly alkaline, pH 7.5 to 7.8

Sandy loams and sandy soils can also be present.

Before you Plant: Soil Preparation, Amendments



A number of amendments can be added to your soil to ensure the richest growing environment for your plants. Soil amendments can improve a number of planting bed characteristics like drainage, soil fertility and pH level. Two of the most common and helpful amendments for improving Texas soils are compost and expanded shale.

Compost is a nutrient rich soil conditioner consisting of broken down organic material. Incorporate or top-dress ½" to 2" of compost into the soil to improve drainage while maintaining your soil's water-holding capacity. Compost:

- Improves soil texture
- Contains macro and micronutrients
- Neutralizes pH
- Increases water holding capacity
- Reduces water evaporation

Expanded Shale is a porous, lightweight aggregate with the ability to improve drainage in clay soils and hold moisture at the same time. Expanded shale is most effective when incorporated into the soil when establishing a new planting bed. Add up to 3" then till or mix in thoroughly to a depth of 6" with a shovel or spade.

Don't Guess, Soil Test!

One of the best methods for evaluating your soil is to collect and mail a soil sample to the Texas A&M Soil Testing Laboratory. Step-by-step instructions for submitting your sample are available at <http://soiltesting.tamu.edu>. For as little as \$12 per sample, you will receive a detailed analysis of your soil and recommendations on how you can improve soil fertility.

soiltesting.tamu.edu

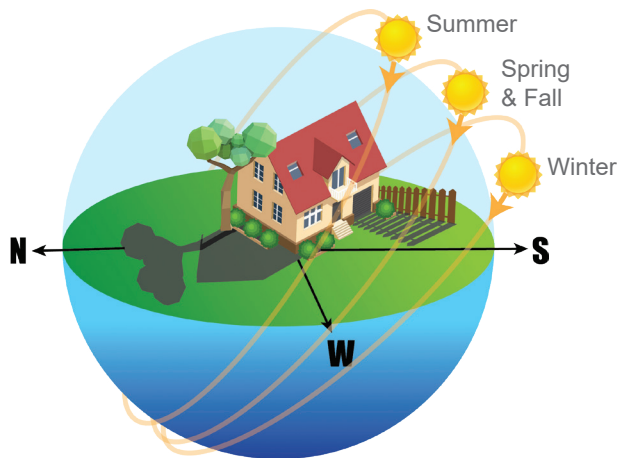
Soiltesting.tamu.edu is your one-stop shop for everything you need to get your soil sample submitted to Texas A&M AgriLife scientists for testing.

Planting

Spacing and Placement: "Right Plant, Right place"

A healthy native or adapted plant is a valuable asset, but to ensure the best success, it needs to be planted properly and in the right place, depending on its specific requirements. Read your plant's tag and pay close attention to its hardiness zone, light requirements, size and spacing. Pay special attention to sunlight obstructions such as trees, buildings, fences and other plants in your landscape, and consider how shade conditions change with the sun's position at different times of the year.

The sun's position in the sky at noon during in each season



Full Sun: Direct sunlight on plant all day

Part Sun: Filtered light, 2-3hrs without direct sun

Part Shade: Dappled light, 4-5hrs without direct sun

No turf below part shade

Full Shade: No direct sunlight on plant all day but may be bright due to reflective light

Dense Shade: Deep shade, no direct sunlight all day and may appear dark with minimal to no reflective light

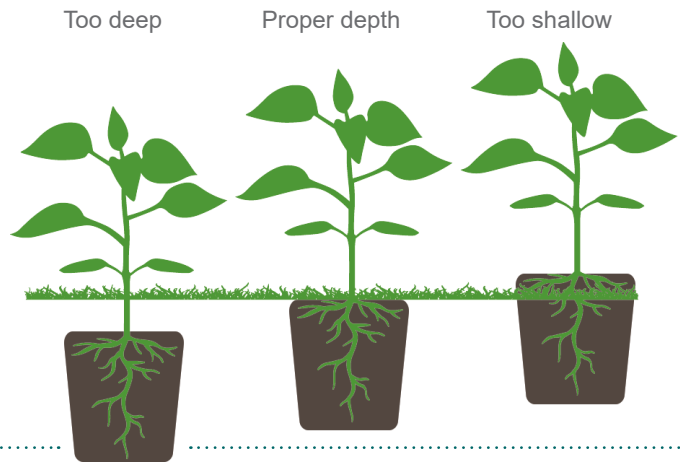
Proper Planting

Whether you're planting a native or adapted tree, shrub, or herbaceous perennial, it is key to make the transition from the nursery to your landscape as easy as possible and to employ the best planting practices to ensure a long, healthy life for your plant.

Planting Width should be 2 to 3 times as wide as root mass.

Planting Depth should be no deeper than root mass.

Don't break or unnecessarily disturb the root ball! Carefully unwrap or cut circling or girdling roots if needed.



Planting a Tree

Avoid planting your tree in the hottest summer months. For best results, plant when the tree is dormant.

Be sure to remove any twine, tape or tags from your tree.

The top of the tree's root mass should be at or slightly above the existing grade (dotted line.)

Only stake your tree for stabilization in windy or high traffic areas. Secure with wide, flexible material. Remove after 1 year.

Mulch between 2" and 4" deep but be sure to leave a 1" to 2" clearance between the tree trunk and your mulch.

The root flare at the base of your tree should be visible once planted.

Backfill with native soil from the new hole.

Your hole should be 2-3 times the width of your root ball.

Carefully remove containers, wrappings, wires and ties from root mass before planting. Unwrap any circling roots.

Make sure your root mass is sitting on firm, undisturbed soil at the bottom of your hole.

Mulching



Applying mulch around your planted areas is crucial to a successful garden. A number of natural materials work well as mulch. Hardwood, cedar, cypress and pine straw mulches are all strong options. Water University recommends between 2" and 4" of mulch for most applications. Be sure to taper off near plant bases to avoid fungal problems and other pest issues.

The benefits of mulching are many; they include:

- Increased water absorbing capacity
- Increased water holding capacity
- Reduced water evaporation
- Reduced erosion
- Weed control
- Soil temperature moderation
- Increased soil nutrition as mulch breaks down

Maintenance

Proper maintenance is one of the most important components of a beautiful and healthy, water efficient landscape. A good design is the first step along your road to success. It is important to design your landscape in a way that does not exceed your maintenance capabilities. A well designed landscape filled with native and adapted plants, trees, shrubs and turfgrasses will provide you with lots of enjoyment and will require minimal need for upkeep labor throughout the year.

WaterUniversity.TAMU.edu



Visit our searchable “Plants of North Texas” database for information on the care and characteristics of more than 200 plants adapted to North Texas and beyond, including Texas A&M AgriLife Water University’s top 100 list, found on the back cover of this booklet.

Visit *ULandscapeIT* for *FREE* designs

Landscape Rule of Thirds



When designing your landscape, utilize the “rule of thirds” by planting 1/3 drought tolerant turfgrass, 1/3 native and adapted planting beds and 1/3 pervious hardscape. This will give your landscape more visual appeal, usable space and a reduction in water use requirements.



Irrigation



Drip, multi-stream rotor sprinkler and soaker hoses help save water, money and, if maintained properly, can be an incredible asset. Adjust controllers as needed to avoid over watering and monitor your system regularly to check for leaks.

Mowing



Remove no more than 1/3 of the length of your lawn (leaf blade) each time you mow. This will help keep your turfgrass healthy. Remember, a big lawn translates to more mowing, so follow the landscaping rule of thirds. Always use your clippings as mulch. **Don't bag it! Mulch it!**

Mulching



Maintain 2" - 4" of mulch by adding new mulch annually as needed. This will help you save water and control weeds in your native and adapted planting bed. Keep in mind the array of other benefits your mulch will bring as it breaks down and enriches the existing soil.

Pruning



Remove dead material from your plants as needed. This will make way for lush new growth and also help you to maintain the shape of your trees and shrubs for aesthetic appeal.

Water University's 2019 Top 100 Deck Plants for North Texas and Beyond

Native and Adapted Plant Characteristics

Native and Adapted Plants are

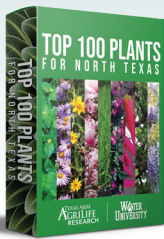
- Drought tolerant
- Heat tolerant

And they typically require

- Less water
- Less fertilizer
- Fewer pesticides

Order your own deck of our Top 100 Plants for North Texas right here:

<http://tinyurl.com/orderplantdeck>



Shade Trees

Shantung Maple
Eldarica Pine
Red Oak
Bur Oak
Chinquapin Oak
Live Oak
Cedar Elm
Lacebark Elm
Arizona Cypress

Ornamental Trees

'Rising Sun' Redbud
Desert Willow
Smoketree
Possumhaw Holly
Yaupon Holly
Wichita Blue Juniper
Deciduous Magnolia
Wax Myrtle
Cherry Laurel
Texas Mountain Laurel
Vitex
'Bloodgood' Japanese Maple
Pomegranate
Common Fig
'Ruby Falls' Weeping Redbud
'Skyrocket' Juniper
'Little Gem' Magnolia

Turfgrass

Bermuda
St. Augustine
Zoysia
Buffalo

Palms

Dwarf Palmetto
Windmill Palm

Yuccas/Cacti

Soft Leaf Yucca
Red Yucca
Color Guard Yucca

Perennials

Flame Acanthus
'Texas Gold' Columbine
Damianita
Coreopsis
Cone Flower
Gregg's Mistflower
Gaura
Texas Star Hibiscus
'Dallas Red' Lantana
Texas Lantana
New Gold Lantana
Turk's Cap
Blackfoot Daisy
Rock Rose
Jerusalem Sage
Garden Phlox
Rudbeckia
'Henry Duelberg' Sage
Black and Blue Salvia Lyre
Leaf Sage
'Hot Lips' Salvia
Skullcap
Lamb's Ear
Fall Aster
Society Garlic
Zexmenia
'Stella De Oro' Daylily

Groundcovers

Horse Herb
Snake Herb
Purple Wintercreeper
Frog Fruit
Gray Santolina

Ferns

Holly Fern
Southern Wood Fern

Vines

Cross Vine
Coral Honeysuckle

Ornamental Grasses

Berkeley Sedge
Inland Sea Oats
Maiden Grass
Zebra Grass
Gulf Muhly
'White Cloud' Muhly
Mexican Feather Grass
Little Bluestem
Indiangrass
'Blonde Ambition' Blue Grama

Shrubs

'Kaleidoscope' Abelia
'Rose Creek' Abelia
Butterfly Bush
American Beauty Berry
Japanese Aralia
Althea/Rose of Sharon
Oakleaf Hydrangea
St. John's Wort
Dwarf Yaupon Holly
Andorra Juniper
Texas Sage
Dwarf Wax Myrtle
Rosemary
Autumn sage
Bridal Wreath Spirea
Anthony Waterer Spirea
Limemound Spirea
Bush Germander
Eastern Snowball Viburnum
'Purple Diamond' Fringe Flower
'Tutti Frutti Pink' Butterfly Bush

TEXAS A&M
AGRI LIFE
RESEARCH | EXTENSION

17360 Coit Rd., Dallas, TX 75252

By Daniel Cunningham, Patrick Dickinson,
Dotty Woodson and Clint Wolfe

Illustrations and design by Gabe Saldana

Subject matter currently under review



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: February 20, 2024

Agenda Item Wording: **Public hearing, discussion, and consideration of approval of an Amendment to the Emergency Management Commission ordinance.**

Agenda Item Requestor: Roman Baligad, Emergency Management Coordinator

Summary/Background: At the request of Roman and Council Member Tahuahua, the attached amendments were made in an effort to condense the membership and allow more flexibility in meetings.

Changing from Commission to Committee

EMC meetings are sensitive in nature in that they discuss crucial safety and recovery functions of the City, and such discussions should not be open to the public for general consumption. In order to protect this information, we felt it would better suit this meeting body to be one that is not open to the public. Members of the public are always invited; however, when sensitive discussions are occurring, they public can be excused and a Closed Session is not required. Changing to a committee would also trigger the following necessary changes:

- 1) No longer required to have a quorum to meet and no longer required to comply with Texas Open Meetings Act.
- 2) Mayoral appointment of City Council member to meeting body.
- 3) Elimination of subcommittees – all work is done by committee which can be completed regardless of quorum.
- 4) No longer tied to meeting place, can meet at alternate locations.

Membership

Current memberships is 12 and staff is recommending reducing membership to 9 by:

- 1) Reducing At-Large membership from 3 to 2, where both members must reside in Hays County and at least 1 must be a Dripping Springs resident.
 - a. **The Commission recommended reducing this to 1 At-Large Member, where they member must reside in Hays County**

- 2) Eliminating the Emergency Management Coordinator as member and having them strictly as a liaison.
- 3) Removing the Nonprofit/VOAD Representative. For the past few years this has rarely been filled, and when filled the member seems to attend meeting infrequently.

- a. **The Commission recommended keeping this seat, but changing to a Hays County CERT (Community Emergency Response Team) Member**

Officers

Because this is a committee and will have a member of the City Council appointed, we are recommending that the appointed council member serve as the chair as a non-voting member. By doing this, we can keep the membership at 9, and still ensure that the council has oversight.

Meetings

Meetings are being amended to remove reference to subcommittees and quorums. With the EMC now serving as a liaison, they will draft the agenda under the advisement of the chair.

Commission Recommendations:

At the February 15th meeting, the Commission recommended approval of the amendments with changes as listed below:

- At-Large seat further reduced to 1, with member only having to be a resident of Hays County
- Retain the Nonprofit/VOAD seat, but change to a Hays County CERT Member

Recommended Council Actions:

Staff recommends approval of the amendment with changes as recommended by the Commission.

Attachments:

- 1) Draft Ordinance
- 2) Attachment A, Draft Amendment to Code Section

Next Steps/Schedule:

- 1) Execute Ordinance, publish to Century News and send to Municode for Codification.
- 2) Inform members of changes and update webpage
- 3) Add item to March 5th City Council agenda for Chair Appointment, and amendment to code section related to Mayoral appointments to Committees

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2024-___

AN ORDINANCE AMENDING CHAPTER 2 OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING ARTICLE 2.04 BOARDS, COMMISSIONS AND COMMITTEES, DIVISION 7 EMERGENCY MANAGEMENT COMMISSION AND 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 facilitate business and residential growth by providing for adequate transportation to the Dripping Springs area; and

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

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

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

1. FINDINGS OF FACT

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

2. ENACTMENT

Chapter 2, Article 2.04 of the City of Dripping Springs Code of Ordinances, Division 7. Emergency Management Commission is amended so to read in accordance with Attachment “A”, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated within Attachment “A”.

3. REPEALER

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

4. SEVERABILITY

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

5. CODIFICATION

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

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

7. PROPER NOTICE & MEETING

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

PASSED & APPROVED this, the 20th day of February 2024, by a vote of __ (ayes) to __ (nays) to __ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

- CODE OF ORDINANCES
 Chapter 2 - ADMINISTRATION AND PERSONNEL
 ARTICLE 2.04. - BOARDS, COMMISSIONS AND COMMITTEES
 DIVISION 7. EMERGENCY MANAGEMENT COMMISSION

DIVISION 7. EMERGENCY MANAGEMENT ~~COMMISSION~~ COMMITTEE¹

Sec. 2.04.191. Title.

This division shall be commonly cited as the “emergency management ~~commission~~ committee” ordinance.
 (Ord. No. 2021-53 , § 2, 12-21-2021)

Sec. 2.04.192. Purpose.

- (a) This article provides for the standards for the formation, function, and responsibilities of an emergency management ~~commission~~ committee tasked with representing various groups with interest in emergency planning and operations.
- (b) This article is in furtherance of good government and public safety. Through these regulations, the city seeks to prioritize and promote the safety of persons and property by:
- (1) Recommended policies and application of policies for the development and implementation of an emergency management plan for the city and ETJ.
 - (2) Provide public information and training regarding personal and family disaster planning and response.

(Ord. No. 2021-53 , § 2, 12-21-2021)

Sec. 2.04.193. Scope.

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

(Ord. No. 2021-53 , § 2, 12-21-2021)

Sec. 2.04.194 Definitions.

- (a) Rules of interpretation. Words and phrases used in this article shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense, words in the plural number shall include the singular number (and vice versa), and words in the masculine gender shall include the feminine

¹Ord. No. 2021-53 , § 2, adopted December 21, 2021, amended division 7 in its entirety to read as herein set out. Former division 7, §§ 2.04.191—2.04.194, pertained to similar subject matter, and derived from Ord. No. 1910.20, adopted January 19, 2016; Ord. No. 1910.21, adopted March 8, 2016 and Ord. No. 1920.22, adopted November 14, 2017.

gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

(b) Specific definitions.

Commission Committee: The emergency management ~~commission committee~~, an advisory body, created herein.

(Ord. No. 2021-53 , § 2, 12-21-2021)

Sec. 2.04.195. Membership; meetings.

(a) Liability. The City of Dripping Springs Texas Municipal League liability coverage shall include the members of the ~~commission committee~~ to the extent allowed by law. The city attorney shall advise and represent the ~~commission committee~~, as appropriate.

(b) Ethical standards. Commission Committee members shall comply with all ethical standards applied to officers of the city as stated in article 2.02 of the City of Dripping Springs Code of Ordinances.

(c) Number of members.

(1) The ~~commission committee~~ shall have ~~nine (9)~~12 voting members,

(A) ~~Three Two (2) One (1)~~ at-large members that shall reside within Hays County, ~~and one of which must be a city resident.~~

(B) One each.

(i) ~~Municipal member designated as emergency management coordinator;~~

(ii) Chamber of commerce representative;

~~(iii) Nonprofit organization;~~ Hays County CERT (Community Emergency Response Team) Member

(iii) Hays County Constable or designee;

(iv) Emergency Services District Number 1 representative;

(v) Emergency Services District Number 6 representative;

(vi) Hays County Emergency Manager or designee;

(vii) Dripping Springs Independent School District representative; and

(viii) Hays County Fire Marshal or designee.

~~(2) The commission may have subcommittees of at least three members, one of whom will be the subcommittee chair designated by the subcommittee at their first meeting. A vice chair will be selected by the chair and approved by a majority of the subcommittee members. The vice chair will serve as subcommittee chair in the absence of the chair. Subcommittees may invite input from non-committee members.~~

(d) Terms of members and chair and vice-chair.

(1) Each ~~commission committee~~ member ~~will~~shall serve a two-year term, at the will of the city council. There is no limit as to how many terms a member may serve.

(2) ~~A member of the city council shall be appointed by the mayor to serve as chair for a term of one year. The committee shall elect from its membership a vice-chair to serve a term of one year. The chair and vice chair shall be appointed by the city council and serve a one-year term.~~ There is no limit to the

number of terms the chair or vice-chair may serve. In the event that the chair or vice-chair are absent, the emergency management coordinator ~~will~~shall preside.

(e) Member selection.

- (1) Each year staff ~~will~~shall prepare a slate of nominees for city council consideration. The slate ~~will~~shall include nominees with a background and experience in those activities related to emergency management. The chair shall provide a recommendation for members seeking appointment or reappointment.
- (2) The city council shall approve, reject, or modify the slate of nominees.

(f) Resignation and vacancies.

- (1) A ~~commission~~committee member may resign by notifying the city secretary in writing of their intent to resign.
- (2) A failure to attend three or more sequential ~~commission~~committee meetings without approval from the chair ~~will~~shall constitute a de facto notification of intent to resign.
- (3) Vacancies shall be filled by appointment, with the appointed replacement member being bestowed the remainder of the unexpired term.

(g) Meetings.

- (1) The ~~commission~~committee shall meet monthly at city hall, unless otherwise deemed appropriate by the chair. Agendas ~~will~~shall be drafted by the ~~commission chair~~emergency management coordinator, under the advisement of the ~~emergency management coordinator~~committee chair.
- (2) ~~Designated subcommittees may meet more often, as coordinated with and arranged by the emergency management coordinator. Subcommittee agendas will be drafted by the subcommittee chair, under the advisement of the subcommittee members.~~
- (3) The ~~commission~~emergency management coordinator ~~will~~shall make a written report to the city council each ~~month~~quarter to update the council on projects and progress.
- (4) ~~A quorum is required to take action as the Dripping Springs Emergency Management Commission.~~

(Ord. No. 2021-53 , § 2, 12-21-2021)

Sec. 2.04.196. Authority.

The ~~commission~~committee has no authority to make decisions binding on the city. The ~~commission~~committee's functions are purely advisory and not subject to the Texas Open Meetings Act. Meetings shall be noticed and generally open to the public except when limited by security, emergency, or related matters.

(Ord. No. 2021-53 , § 2, 12-21-2021)

Sec. 2.04.196.1. Responsibilities.

- (a) The ~~commission~~committee shall advise the city council on recommended policies and application of policies for the development and implementation of an emergency management plan for the city and ETJ.
- (b) The ~~commission~~committee shall advise the city council on recommended ~~interlocal~~interlocal, and mutual aid agreements related to emergency management operations in preparation for, during, and after a disaster or state of emergency.

- (c) The ~~commission~~committee shall review and evaluate all current municipal ordinances of the city, identify provisions that relate to or apply to emergency management, and make recommendations to the city council for needed changes and/or additions.
- (d) The ~~commission~~committee shall manage, staff, and operate an area emergency operations center when disaster, major incident, or event dictates that level of support to first responders in accordance with the approved City Emergency Management Plan, state law, and county and state plans as applicable.
- (e) Identify and engage in protection, prevention, mitigation, response, and recovery planning and activities related to local conditions and needs.
- (f) Recommend an annual operating budget for emergency management services with the assistance of the emergency management coordinator to the city council each fiscal year.

(Ord. No. 2021-53 , § 2, 12-21-2021)

Ord. No. 2021-53 , § 2, adopted December 21, 2021, set out provisions intended for use as § 2.04.196. For purposes of classification, and at the editor's discretion, these provisions have been included as § 2.04.196.1.

Sec. 2.04.197 Emergency management plan.

- (a) The ~~commission~~committee shall advise the emergency management coordinator in the development of an emergency management plan consistent with federal, state, and county standards and practices that address~~ed~~ the unique and special needs of the city and ETJ. The plan ~~will~~shall be submitted to the county emergency preparedness coordinator for approval prior to submission to the city council and county commissioners court. Upon approval, the plan ~~will~~shall become an addendum or appendix to the county emergency management plan.
- (b) The ~~commission~~committee shall review the plan annually and update as needed.
- (c) Public access to information. The committees work and work product ~~will~~shall be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code.

(Ord. No. 2021-53 , § 2, 12-21-2021)

Sec. 2.04.198. Support.

- (a) City staff ~~will~~shall provide logistical support to the ~~commission committee and its subcommittees~~, as defined by access to city facilities for purposes of public meetings, access to city resources for purposes of copies and communications, and a designated staff liaison to coordinate and direct such support. Staff shall also provide a monthly report on emergency activities within the city to be presented at each ~~commission~~committee meeting.

~~(b) The city website will provide a page via the staff liaison upon which the commission may post:~~

- ~~(1) Meeting information;~~
- ~~(2) Agendas and minutes; and~~
- ~~(3) Resource materials, if any.~~

(Ord. No. 2021-53 , § 2, 12-21-2021)

Secs. 2.04.199—2.04.220. Reserved.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2024-___

AN ORDINANCE CANCELLING THE MAY 4, 2024, GENERAL ELECTION AND DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Dripping Springs, Texas (the “City”) is a general law municipality located in Hays County, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, in accordance with the law a general election has been ordered for May 4, 2024, for the purpose of electing Mayor, Council Member Place 2 and Council Member Place 4; and

WHEREAS, no proposition is to appear on the ballot in that election; and

WHEREAS, the City Secretary has certified in writing (*Attachment “A”*) that each candidate on the ballot is unopposed for election to office; and

WHEREAS, the filing deadlines for placement on the ballot and declaration of write-in candidacy has passed; and

WHEREAS, in these circumstances Section 2.051 – 2.053 of the Texas Election Code authorizes a governing body to declare each unopposed candidate elected to office and cancel the election.

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

1. FINDINGS OF FACT

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

2. POSTING

This ordinance shall be placed at each polling place that would have been used at the election canceled by this ordinance.

3. DECLARATION OF ELECTION

The following candidates have been certified as unopposed and are hereby elected as follows:

Mayor, Bill Foulds, Jr.
Council Member Place 2, Wade King
Council Member Place 4, Travis Crow

4. 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.

5. 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.

6. EFFECTIVE DATE

This ordinance shall be effective immediately upon passage.

7. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, 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 and APPROVED this, the 20th day of February 2024, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"
Certification of Unopposed Candidates

13-1
Prescribed by Secretary of State
Section 2.051 – 2.053, Texas Election Code
9/2023

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER
POLITICAL SUBDIVISIONS (NOT COUNTY) CERTIFICACIÓN DE
CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 4, 2024.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 4 de mayo de 2024.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) <i>Cargo(s)</i>	Candidate(s) <i>Candidato(s)</i>
Mayor	Bill Foulds, Jr.
Council Member Place 2	Wade King
Council Member Place 4	Wm. Travis Crow

Signature (*Firma*)

Andrea Cunningham
Printed name (*Nombre en letra de molde*)

(Seal) (*sello*)

City Secretary
Title (*Puesto*)

February 20, 2024
Date of signing (*Fecha de firma*)

*See reverse side for instructions
(Instrucciones en el reverso)*

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	Approval with conditions
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	Approval with conditions
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Waiting for Resubmittal
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Waiting for Resubmittal
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	90 Lot Subdivision	Approved with conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Forcemains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater forcemains to connect with Dripping Springs WWTP	Approved with conditions
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of wich are residential and 1 will be landscaping	Approved with conditions
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	Approved with conditions
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0047 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	Under Review
SUB2022-0049 Serenity Hills	ETJ	1111 Hays Country Acres Rd	50 Lot subdivision in Dripping Springs ETJ	Approval with conditions
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Under Review
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	Approval with conditions
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Approval with conditions
SUB2023-0016 520 Matzig Replat	ETJ	520 Matzig Cove	Modify drainage easement.	Approval with conditions
SUB2023-0018 Cannon Ranch Phase 2 Final Plat	CL	Rushmore Drive at Lone Peak Way	Subdivide into 100 lots.	Approval with conditions
SUB2023-0020 Driftwood Golf and Ranch Club, Phase 4 Final Plat	ETJ	Driftwood Ranch Drive	Subdivide into 20 lots.	Approval with conditions
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision CP	ETJ	Driftwood Ranch Drive	Paving, drainage, water, wastewater subdivision constructions plans.	Approved with conditions
SUB2023-0022 Cannon Ranch Phase 2 CP	CL	Rushmore Drive at Lone Peak Way	97 single family residential lots and 3 open space lots including construction of public roadways, utilities and storm drain infrastructure.	Waiting for Resubmittal
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting for Resubmittal
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Waiting for Resubmittal
SUB2023-0035 Parten Ranch Phase 6 & 7 Final Plat	ETJ	600 Two Creeks Lane	122 single family lots and 4 drainage/open space lots	Waiting for Resubmittal
SUB2023-0036 Caliterra Phase 5 Section 13 Final Plat	ETJ	Carentan Cove at Kelsey Lane	11 single family lots	Approval with conditions
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, improvements to Hamilton Crossing and Lake Lucy Loop	Waiting for Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Waiting for Resubmittal
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Waiting for Resubmittal
SUB2023-0041 Cowboy Church Subdivision	ETJ	207 Darden Hill Road	Subdividing 7.319 acres into 1 single lot. Minor plat	Approval with conditions
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78.021 acres subdivided into 73 single family lots	Waiting for Resubmittal
SUB2023-0043 Caliterra Phase 3 Section 10 Construction Plans	ETJ	Caliterra Parkway	22 single family lots and 2 open space lots	Approved
SUB2023-0044 Replat Lot 9 Block K Caliterra 2-7 Construction Plans	ETJ	Peakside Circle	Four lot replat.	Under Review
SUB2023-0045 Amended Final Plat Big Sky Ranch Phase 3	CL	171 Sue Peak Loop	Relocation of lot lines.	Approval with conditions
SUB2023-0046 Heritage Phase 3 Construction Plans	CL	Sportsplex Drive	164 single family lots	Under Review
SUB2023-0047 Heritage Amenity Center	CL	Roger Hanks Parkway	1 lot on 5.57 acres	Waiting for Resubmittal
SUB2023-0048 Driftwood Falls Estates Subdivision	ETJ	609 S Creekwood Dr	Replat two lots in one.	Waiting for Resubmittal
SUB2023-0049 Amended Plat of the Breed Hill Replat Subdivision	ETJ	3100 W US 290	Combining 3 lots into 1.	Waiting for Resubmittal
SUB2023-0050 Sanctuary Subdivision CP	ETJ	1111 Hays Country Acres Rd	48 residential lots ranging from 1.6 acres to 2	Under Review
SUB2023-0051 Gateway Village Phase 1 CP	CL	HWY 290	144 Single family lots.	Waiting for Resubmittal
SUB2024-002 Dripping Springs Community Library	CL	225 Benney Lane	Combining 4 tracts into 2.	Under Review
SUB2024-003 AutoZone TX5807	CL	US 290	Replat of Sawyer Ranch 33 Lot 3-A-1	Under Review
SUB2024-004 Driftwood Subdivision, Phase Four, Block A, Lots 8 and 9 Amending Plat	ETJ	2236-2266 Thurman Roberts Way	Combine lots 8 and 9, Block A in one lot, 8-A	Under Review
SUB2024-005 Roger Hanks Construction Plans	CL	US 290 at Roger Hanks Pkwy	Public improvements from southern boundary to intersection with 290.	Under Review
SUB2024-006 Sanctuary Dripping Springs	ETJ	1111 Hays Country Acres Rd	57 lots subdivision	Under Review

ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	HOLD
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Waiting on resubmittal
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Under Review
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting on resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting on resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond	Approved w/ Conditions
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting on resubmittal
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Under Review
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	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.	Approved w/ Conditions
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	Approved
SD2022-0042 Suds Brothers Car Wash	CL	610 W Hwy 290	Rapid car wash facility	Approved w/ Conditions
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	A 13,908 sq ft building with site improvements	Waiting for 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 for resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of tow additional duplexes w/ accompanying site improvements	Waiting on resubmittal
SD2023-0009 Paloma	CL	235 Sports Park Rd	Adding improvements to the site	Waiting on resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting on resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting on resubmittal
SD2023-0012 Ariza 290 West	ETJ	13900 W US Highway 290	Multifamily residential.	Waiting on resubmittal
SD2023-0013 10 Federal	ETJ	3975 US 290	Enclosed storage facility	Waiting for Resubmittal
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting on Resubmittal
SD2023-0015 Silver Creek Hotel	ETJ	12800 Silver Creek Road	Hotel with parking, utilities, drives, detention and water quality.	Waiting on Resubmittal
SD2023-0016 Ledgestone Daycare	ETJ	12400 US Hwy 290	Daycare building with parking and drives in Ledgestone Commercial Development	Approved w/ Conditions
SD2023-0017 OroBianco Mobile Food Unit - Driveways	CL	27713 RR 12	Driveway for gelato food truck.	Waiting on Resubmittal
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with associated parking and drive.	Waiting for Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft Warehouse/office	Waiting for Resubmittal
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking	Approved w/ Conditions
SD2023-0021 Skye Headwaters	CL	201 Headwaters Blvd	Senior living multi family development	Waiting for Resubmittal
SD2024-001 Roxie's at Dripping Springs	CL	299 W. Mercer Street	Renovating and expanding site	Under Review
SD2024-002 QuickTrip #4133	CL	HWY 290 and Sawyer Ranch Rd	Convenience store with fuel sales	Under Review
SD2024-003 Julep Commercial Park West	ETJ	14131 Trautwein Rd	2.95 acres site of mixed use commercial buildings with driveway, water quality and detention pond.	Under Review

<i>Ongoing Projects</i>	
Comprehensive Plan	Public Meeting/Workshop 2/15/24
Cannon Mixed-Use	Pending resubmittal
PDD2023-0001 Madelynn Estates	Dormant
PDD2023-0002 Southern Land	Pending resubmittal
PDD2023-0003 ATX RR12 Apartments	New PDD. Applicant Intro Presentation to P&Z 2/27/24

In Administrative Completeness	Filing Date
ADMIN2024-009 Morganville Subdivision	21-Feb
SUB2023-0020 Driftwood Golf and Ranch Club, Phase Four Final Plat	21-Feb
SUB2023-0048 Driftwood Falls Estates Subdivision	21-Feb
SD2023-0002 Fitzhugh Corners	21-Feb
SD2023-0012 Ariza 290 West SD	21-Feb
ADMIN2024-004 Glass Business Park, Phase 2	21-Feb