



# CITY COUNCIL REGULAR MEETING

## City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX  
Tuesday, November 02, 2021 at 6:00 PM

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## AGENDA

### CALL TO ORDER AND ROLL CALL

#### City Council Members

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

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

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
City Attorney Laura Mueller  
City Treasurer Shawn Cox  
City Secretary Andrea Cunningham  
Parks & Community Services Director Kelly Schmidt  
Public Works Director Aaron Reed  
Marketing & Communications Director Lisa Sullivan  
Planning Director Howard Koontz  
Senior Planner Tory Carpenter  
Emergency Management Coordinator Roman Baligad  
IT Coordinator Misty Dean  
Planning & Zoning Commission Chair Mim James

### PLEDGE OF ALLEGIANCE

### PRESENTATION OF CITIZENS

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

## CONSENT AGENDA

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

- 1. Approval of the October 5, 2021, and October 19, 2021, City Council regular meeting minutes.**
- 2. Approval of a Resolution of the City Council of Dripping Springs, Texas, Recognizing the Second Saturday in May Each Year as World Migratory Bird Day and Authorizing the Bird City Coalition and Appropriate City Staff to Continue Pursuit of Certification in the Texas “Bird City” Program; Providing for a Repealing Clause; and Establishing an Effective Date. *Sponsor: Council Member King***
- 3. Approval of request from Kelly Schmidt, Parks & Community Services Director, for payment of 40 hours compensatory time, in accordance with the City of Dripping Springs Personnel Manual.**
- 4. Approval of part-time Dripping Springs Ranch Park Customer Service Specialist job description.**
- 5. Approval of the Appointment of Larry Hans to the Founders Day Commission as a representative of St. Martin de Porres Catholic Church for a term ending June 30, 2023.**
- 6. Approval of Change Order No. 8 and Change Order No. 9 related to the Professional Services Agreement between the City of Dripping Springs and SAM regarding Surveying Mapping & Services for the South Regional Water Reclamation Facility Project. *Sponsor: Mayor Foulds, Jr.***
- 7. Approval of a Resolution Accepting Improvements and Approving a Maintenance Bond for Esperanza Subdivision Phase 2 Streets, and Drainage.**

## BUSINESS AGENDA

- 8. Public hearing and consideration of approval of an Ordinance regarding ZA2021-0008: an application for a zoning amendment and Conditional Use Overlay to consider a proposed zoning map amendment from Two-Family Residential - Duplex (SF-4) to Single Family Residential - Town Center (SF-3) for an approximately 1.85 acres out of the W T Chapman # 5 subdivision. *Applicant: John Doucet, P.E., Doucet & Associates, Inc.***
  - a. Presentation
  - b. Staff Report.
  - c. Planning & Zoning Commission Report
  - d. Public Hearing
- 3. Ordinance**

- 9. Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas amending the current 2021-2022 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.**
- 10. Discuss and consider approval of a Resolution authorizing the use of Coronavirus Local Fiscal Recovery Funds (CLFRF) for purchases related to public health and other emergencies, and authorization for the City Administrator to negotiate and execute contracts and agreements related to purchases. *Sponsor: Mayor Foulds, Jr.***

## **REPORTS**

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

- 11. Parks and Community Services Combined September and October Director's Report**  
*Kelly Schmidt PCS Director*

## **EXECUTIVE SESSION AGENDA**

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

- 12. Consultation with City Attorney related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals. *551.071, Consultation with City Attorney.***
- 13. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and boundaries and projects related to the TIRZ. *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072***
- 14. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Wastewater Operations, agreements related to Wastewater, the South Regional Water Reclamation Expansion Project Easement Acquisition, Wastewater Discharge Permit, and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs. *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072***

## **UPCOMING MEETINGS**

### **City Council & BOA Meetings**

November 16, 2021, at 6:00 p.m.

December 7, 2021, at 6:00 p.m. (CC & BOA)

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

**Board, Commission & Committee Meetings**

November 3, 2021, Dripping Springs Ranch Park Board at 12:00 p.m.

November 4, 2021, Historic Preservation Commission at 4:00 p.m.

November 8, 2021, TIRZ No. 1 & No. 2 Board at 4:00 p.m.

November 8, 2021, Founders Day Commission at 6:30 p.m.

November 9, 2021, Planning & Zoning Commission at 6:30 p.m.

November 10, 2021, Utility Commission at 4:00 p.m.

**ADJOURN**

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

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on **October 29, 2021, at 5:00 p.m.***

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City Secretary

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



# CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, October 05, 2021, at 6:00 PM

## MINUTES

### CALL TO ORDER AND ROLL CALL

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

**City Council Members present were:**

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

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

City Administrator Michelle Fischer  
 Deputy City Administrator Ginger Faught  
 City Attorney Laura Mueller  
 City Treasurer Shawn Cox  
 City Secretary Andrea Cunningham  
 Planning Director Howard Koontz  
 Senior Planner Tory Carpenter  
 Communications & Marketing Director Lisa Sullivan  
 IT Coordinator Misty Dean  
 Planning & Zoning Commission Chair Mim James  
 TIRZ Project Manager Keenan Smith  
 Hays County Judge Ruben Becerra  
 Hays County Judge Executive Assistant Anita Collins

Mayor Foulds, Jr. opened the meeting with the Pledge of Allegiance.

### PLEDGE OF ALLEGIANCE

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

A motion was made by Mayor Pro Tem Manassian to move Item 3. Proclamations & Presentations to the beginning of the meeting. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

### PROCLAMATIONS & PRESENTATIONS

**3. Proclamation proclaiming October 11, 2021, as "Indigenous Peoples' Day" in the City of Dripping Springs, Texas.** *Sponsors: Council Member Parks & Council Member King*

Council Member Parks read the Proclamation and presented it to Dripping Springs Community Empowering Positive Change representative Laura Zarate. Judge Becerra and Anita Collins spoke regarding the proclamation.

Mayor Foulds, Jr. proceeded with the agenda as posted.

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**WORKSHOP**

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

**1. Presentation and discussion regarding a Resolution consenting to the Creation and Operation of Dripping Springs Municipal Utility District Number 1, otherwise known as Village Grove, located on 112.29 acres at Mokhtarian and surrounding tracts on the east end of Sports Park Road and Sports and Recreation Park and south of Highway 290.** *Applicant: Matthew Scrivener, P.E., Austin Land Innovations, LLC.*

John Doucet and Peter Verdicchio gave a presentation which is on file.

Laura Mueller presented the staff report which is on file.

**2. Presentation and discussion regarding a Memorandum of Understanding between the City of Dripping Springs and New Growth related to wastewater, transportation, and density for a property north of Highway 290 on Roger Hanks Parkway.** *Applicant: Isaac Karpay, New Growth Enterprises, L.L.C.*

Kyle Lovelady gave a presentation which is on file.

Laura Mueller and Howard Koontz presented the staff report which is on file.

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**CITY COUNCIL**

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**PRESENTATION OF CITIZENS**

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

Wayne Clark spoke regarding the selection of the Official Newspaper asking the City Council to consider rotating the two newspapers in circulation in the Dripping Springs.

Dalton Sweat, Wimberley View General Manager, spoke in favor of the selection Dripping Springs Century News for the City's Official Newspaper.

## CONSENT AGENDA

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4. **Approval of the September 15, 2021, City Council special meeting minutes.**
5. **Approval of the September 21, 2021, City Council regular meeting minutes.**
6. **Approval of a Professional Services Agreement between the City of Dripping Springs and Donald L. Allman, CPA, P.C. for Audit Services.**
7. **Approval of the City Council and Board of Adjustment 2022 meeting calendar.**
8. **Approval of a Resolution Accepting Improvements and a Maintenance Bond and Releasing a Construction Bond for the Big Sky Subdivision Phase 2 Grading, Street, Storm Sewer, and Wastewater Improvements.**

### **Filed as Resolution No. 2021-R30**

9. **Approval of the Job Description for Volunteer Wildlife Manager.** *Sponsor: Mayor Bill Foulds, Jr.*

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 4 – 8, with corrected minutes as presented. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

## BUSINESS AGENDA

10. **Discuss and consider an ordinance amending Article 6.05 Farmers Market Association, Chapter 6 Business Regulations, changing to Committee, modifying meeting requirements, and related updates.** *Sponsor: Mayor Pro Tem Manassian.*

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

A motion was made by Council Member Harris-Allison to approve an ordinance amending Article 6.05 Farmers Market Association, Chapter 6 Business Regulations, changing to

Committee, modifying meeting requirements, and related updates. Council Member King seconded the motion which carried unanimously 5 to 0.

**Filed as Ordinance No. 2021-38**

**11. Discuss and consider approval of a Resolution designating the Official Newspaper for the City of Dripping Springs for Fiscal Year 2021-2022.**

Andrea Cunningham presented the staff report which is on file.

A motion was made by Council Member King to approve a Resolution designating Century News as the Official Newspaper for the City of Dripping Springs for Fiscal Year 2021-2022. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

**Filed as Resolution No. 2021-R31**

**12. Discuss and consider approval of an Annexation Petition and direction to staff to negotiate an Annexation Agreement with owners to annex approximately 29.341 acres in the extraterritorial jurisdiction, situated in the Benjamin F Hanna Survey No. 28, Abstract No. 222 located at 2901 W UH 290, Dripping Springs, Texas 78620 (Tax ID: R15103). Applicant: Brian Estes, P.E.**

**a. Presentation** – No presentation was given.

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

Patricia Van Buskirk spoke regarding the annexation and expressed concern regarding traffic and piecemeal planning.

**c. Annexation Petition** – A motion was made by Council Member Tahuahua to approve an Annexation Petition with direction to staff to negotiate an Annexation Agreement with owners to annex approximately 29.341 acres in the extraterritorial jurisdiction, situated in the Benjamin F Hanna Survey No. 28, Abstract No. 222 located at 2901 W UH 290, Dripping Springs, Texas 78620 (Tax ID: R15103) with additional direction as provided by counsel. Council Member Parks seconded the motion which carried unanimously 5 to 0.

**REPORTS**

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

Report is on file and available for review upon request.

**13. Maintenance Director's Monthly Report**

*Craig Rice, Maintenance Director*

**EXECUTIVE SESSION AGENDA**

*The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code*

Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

14. **Deliberation of real property and consultation with city attorney related to a planning project with park and civic property near RR 12.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
15. **Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
16. **Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Wastewater Operations, agreements related to Wastewater, the South Regional Water Reclamation Expansion Project Easement Acquisition, Wastewater Discharge Permit, and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*

The City Council did not meet in Executive Session.

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

October 19, 2021, at 6:00 p.m. (CC)  
 November 2, 2021, at 6:00 p.m. (CC & BOA)  
 November 16, 2021, at 6:00 p.m. (CC)

### Board, Commission & Committee Meetings

October 6, 2021, Dripping Springs Ranch Park Board at 12:00 p.m.  
 October 7, 2021, Historic Preservation Commission at 4:00 p.m.  
 October 12, 2021, Planning & Zoning Commission at 6:30 p.m.  
 October 13, 2021, Utility Commission at 4:00 p.m.  
 October 18, 2021, TIRZ No. 1 & No. 2 Board at 4:00 p.m.  
 October 21, 2021, Farmers Market Board at 10:00 a.m.  
 October 21, 2021, Emergency Management Commission at 12:00 p.m.

## ADJOURN

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

This regular meeting adjourned at 8:20 p.m.

**APPROVED ON:** November 2, 2021

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary



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

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

**City Council Meeting Date:** November 2, 2021

**Agenda Item Wording:** Approval of a Resolution of the City Council of Dripping Springs, Texas, Recognizing the Second Saturday in May Each Year as World Migratory Bird Day and Authorizing the Bird City Coalition and Appropriate City Staff to Continue Pursuit of Certification in the Texas “Bird City” Program; Providing for a Repealing Clause; and Establishing an Effective Date.

**Agenda Item Sponsor:** Mayor Pro Tem - Taline Manassian

**Summary/Background:**



Since 2007, International Migratory Bird Day has been coordinated by Environment for the Americas (EFTA), a non-profit organization that strives to connect people to bird conservation.

Conservation of African-Eurasian Migratory Waterbirds (AEWA) to create a single, global bird conservation education campaign, World Migratory Bird Day (WMBD). Continuing our tradition with IMBD, WMBD celebrates and brings attention to one of the most important and spectacular events in the Americas – bird migration.

This new alliance furthers migratory bird conservation around the globe by creating a worldwide campaign organized around the planet’s major migratory bird corridors, the African-Eurasian, the East Asian-Australasian, and the Americas. By promoting the same event name, annual conservation theme, and messaging, we combine our voices into a global chorus to boost the urgent need for migratory bird conservation.

EFTA will continue to focus its efforts on the flyways in the Americas to highlight the need to conserve migratory birds and protect their habitats, and will continue to coordinate events, programs, and activities in Canada, the United States, Mexico, Central and South America, and the Caribbean at protected areas, refuges, parks, museums, schools, zoos, and more. As many as 700 events and programs are hosted annually to introduce the public to migratory birds and ways to conserve them.

Passing a resolution in support of World Migratory Bird Day and holding ongoing related events and employing park/public land management practices

focused on avian appreciation, conservation and education is a requirement of the BIRD CITY TEXAS application. It would be an honor for the city to obtain an official designation of BIRD CITY TEXAS from the Audubon Society/Texas Parks and Wildlife Department's program and an employment of the Parks and Community Services department's mission.

The city applied for BIRD CITY TEXAS designation last year but did not receive it. The PCS department and the Dripping Springs Bird City Coalition request authorization from the City Council to apply again.

**Commission & Staff Recommendation:** Parks and Recreation Commissioners unanimously recommended approval on November 2, 2020, for the 2020 resolution. Staff recommends approval.

**Attachments:** Draft Resolution

**Next Steps/Schedule:**

1. Attach to Bird City application.
2. Confer with Communications & Marketing Director and publish press release.
3. Add resolution to Bird City Application page.
4. Begin planning for World Migratory Bird Day Fest.

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2021-R\_\_**

A RESOLUTION OF THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS, RECOGNIZING THE SECOND SATURDAY IN MAY EACH YEAR AS WORLD MIGRATORY BIRD DAY AND AUTHORIZING THE BIRD CITY COALITION AND APPROPRIATE CITY STAFF TO CONTINUE PURSUIT OF CERTIFICATION IN THE TEXAS “BIRD CITY” PROGRAM; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

- WHEREAS**, migratory birds are some of the most beautiful and easily observed wildlife that share our communities; and
- WHEREAS**, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide; and
- WHEREAS**, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; and
- WHEREAS**, public awareness and concern are crucial components of migratory bird conservation; and
- WHEREAS**, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; and
- WHEREAS**, since 1993 World Migratory Bird Day (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central American, Mexico, the Caribbean, and the southern U.S.; and
- WHEREAS**, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun; and
- WHEREAS**, while WMBD is annually recognized on a single day, its encouraged that planners and city staff schedule activities and events on dates throughout the year best suited to the presence of both migratory bird conservation, but also a call to action; and
- WHEREAS**, the City’s Parks and Recreation Commission voted on November 2, 2020 to recommend the City Council recognize the annual celebration of World Migratory Bird Day by Resolution.

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

1. The Mayor and City Council recognize Saturday, May 7, 2022, and every second Saturday of May, annually, as World Migratory Bird Day in the City of Dripping Springs, Texas.
2. The Mayor and City Council authorize the Dripping Springs Bird City Coalition and appropriate City Staff to continue pursuit of certification in the Texas “Bird City” Program.
3. Resolutions, or parts thereof, which are in conflict with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
4. That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**PASSED AND APPROVED, this, the 2<sup>nd</sup> day of November 2021, by the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary



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

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

**Council Meeting Date:** November 2, 2021

**Agenda Item Wording:** Approval of request from Kelly Schmidt, Parks & Community Services Director, for payment of 40 hours compensatory time, in accordance with the City of Dripping Springs Personnel Manual.

**Agenda Item Requestor:** Kelly Schmidt, Parks & Community Services Director

**Summary/Background:** Parks & Community Services Director Kelly Schmidt's earned 140 comp time hours in Fiscal Year 2021 that did not roll over to Fiscal Year 2022. Kelly has been paid for 100 comp time hours that didn't roll over in accordance with the City's Personnel Manual. There is a balance of 40 hours that did not roll over and I recommend the City Council approve payment for this comp time earned.

Kelly's comp time earned last year was primarily due to Parks & Community Services staffing changes and staff vacancies that required Kelly to put in a lot of hours at Dripping Springs Ranch Park when there were position vacancies, assisting with the Farmers Market when the Market Manger Position was vacant, and assisting with special events and permits when the Community Services Coordinator position was vacant. This resulted in earned comp time.

Comp time is required to be approved by the supervisor and Kelly always reported to me when she had work to do that would result in comp time. Kelly is expected to manage her workload in a way that avoids comp time as much as possible.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Approve payment of 40 hours of comp time for Kelly Schmidt.

**Attachments:** Kelly Schmidt's timesheets with details on her comp time earned are on file.

**Next Steps/Schedule:** If approved, notify City Treasurer and Kelly Schmidt.



**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:** 11/2/21

**Agenda Item Wording:** Discuss and Consider Approval of part-time DSRP Customer Service Specialist job description.

**Agenda Item Requestor:** Wade King

**Summary/Background:** The DSRP Customer Service position was originally created as a temporary position during administrative staff transition at the Dripping Springs Ranch Park business office. Since that time, new staff have settled through the transition and have determined that additional staff are needed to serve in a customer service capacity that focusses on answering basic phone calls and processing point of sale transactions. Both of which are difficult to juggle when also trying to book rentals, manage/enforce policy, and put out the inevitable “fires” that running an event center present day in and day out.

Current DSRP leadership identified the need for the administrative customer service position to exist in a part-time capacity and to be scheduled as a compliment to current staff. Their coverage would extend to evenings, weekends and as needed on weekdays in addition to Ranch Hands. The event center is open 7 days a week so to exists standard business/customer needs during the duration.

**Commission  
 Recommendations:**

**Recommended  
 Council Actions:** Approval

**Attachments:** Dripping Springs Ranch Park Part-time Customer Service Job Description

**Next Steps/Schedule:** Post the opportunity and hire.



**DRIPPING SPRINGS**  
Texas

**CUSTOMER SERVICE SPECIALIST  
DRIPPING SPRINGS RANCH PARK  
Part-Time Non-Exempt**

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**A. GENERAL PURPOSE**

Provides general administrative and clerical support for the business operations of Dripping Springs Ranch Park & Event Center and Staff.

**B. ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Manages general email and telephone communications including answering and routing phone calls, screening calls as appropriate, answering general questions about the park event center, and the rental process.
2. Copies and emails documents.
3. Files or retrieves documents, records, and reports, as requested.
4. Interacts daily with the public through the Event Center's primary customer service office.
5. Performs day to day point of sale transactions utilizing current business operations software.
6. Assists with monitoring special events and rentals as assigned by the Dripping Springs Ranch Park Manager.
7. Maintains effective working relationships with employees, city officials, and the general public.
8. Maintains confidentiality and exercises prudent judgment on sharing of information.
9. Performs other tasks as assigned by the Dripping Springs Ranch Park Manager.

**C. SUPERVISION**

Works under the general direction of the Dripping Springs Ranch Park Manager.

**D. EDUCATION AND EXPERIENCE**

High School Diploma and four (4) years of progressively responsible municipal work, secretarial work, or executive administrative work; or any equivalent combination of

City of Dripping Springs  
Customer Service Specialist

Approved \_\_\_\_\_

Page 1 of 3

education and progressively responsible experience. Must be able to demonstrate effective listening and communication skills, both in written and verbal formats, concisely. Must possess exceptional grammar, spelling, and proofreading skills. Proficiency in Point of Sale software, Microsoft Office including Word, PowerPoint, and Excel required.

#### **E. TOOLS AND EQUIPMENT USED**

Personal computer including word processing and spreadsheet software, 10-key calculator, phone, copy/printer machines, and any other office equipment needed for this position. Employee shall be familiar with ActiveNet or shall be willing to be trained upon employment.

#### **F. SPECIAL REQUIREMENTS**

1. A valid state driver's license.
2. While performing the duties of this job, the employee is required to sit for extended periods of time and communicate verbally with others. The employee is occasionally required to move about the Event Center and visit various sites throughout the City.
3. The employee must be able to lift up to 20 pounds on an infrequent basis.

#### **F. WORK HOURS**

This is a part-time fifteen hour per week position. Core work hours are between 8:00 am and 5:00 pm including one hour for lunch, Monday through Friday except holidays. However, there may be instances where the Customer Service Specialist is needed to support an event on evenings and/or an occasional weekend. This position is part--time, non-exempt, and eligible for overtime pursuant to the business needs of the Dripping Springs Ranch Park & Event Center and at the direction of the Dripping Springs Ranch Park Manager. Any overtime hours performed must be preapproved by the Dripping Springs Ranch Park Manager

#### **G. SALARY**

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

#### **H. BENEFITS**

Benefits shall be in accordance with those outlined in the “City of Dripping Springs Personnel Manual,” as may be modified by the employee’s offer letter and subsequent revisions to the Manual.

#### **I. EQUAL OPPORTUNITY EMPLOYER**

The City’s employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, disability, or marital status. Discrimination or harassment

City of Dripping Springs  
Customer Service Specialist

Approved \_\_\_\_\_

Page 2 of 3

against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership, or non-membership in employee organizations, or because of race, color, national origin, age, disability, veteran status, sex, sexual orientation, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact Ginger Faught at (512) 858-4725.

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



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

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

**Council Meeting Date:** November 2, 2021

**Agenda Item Wording:** **Approval of the Appointment of Larry Hans to the Founders Day Commission as a representative of St. Martin de Porres Catholic Church for a term ending June 30, 2023.**

**Agenda Item Requestor:** Ginger Faught, Deputy City Administrator

**Summary/Background:** The Founders Day Commission is a fourteen-member advisory commission tasked with managing the City of Dripping Springs' Annual Founders Day celebration. The Commission is responsible for planning, promoting, arranging, and organizing Founders Day. The Commission makes recommendations to city council regarding the improvement and safe operation of the Founders Day celebration.

Commission Members are appointed by City Council with five (5 seats) members serving at-large, and nine (9 seats) members serving as representatives of the following organizations that are involved with the planning of the Founders Day Festival, and with one member appointed by the City Council as the Chair.

- 3 seats - The Lions Club
- 3 seats - Cook-Off Club
- 3 seats - St. Martin de Porres Church

With the resignation of Commissioner Martin Garza, there was one (1) vacancy for a representative of St. Martin de Porres Catholic Church.

**Commission Recommendation:** The Commission does not provide a recommendation on organization representatives; however, Chair Medcalf has recommended approval.

**Recommended Council Actions:** Staff recommends the appointment of Larry Hans for a term ending June 30, 2023.

**Attachments:**

- Nomination letter and application

**Next Steps/Schedule:**

1. Inform applicant of council decision
2. Send welcome letter and calendar invite
3. Update master roster, group email and city website
4. Distribute updated roster and notice of new members to commission



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

**Submitted By:** Ginger Faught, Deputy City Administrator

**Council Meeting Date:** November 2, 2021

**Agenda Item Wording:** Approval of Change Order No. 8 and Change Order No. 9 related to the Professional Services Agreement between the City of Dripping Springs and SAM regarding Surveying Mapping & Services for the South Regional Water Reclamation Facility Project *Sponsor: Mayor Bill Foulds, Jr.*

**Agenda Item Requestor:** Ginger Faught, Deputy City Administrator

**Summary/Background:**

Change Order No. 8: Surveying changes for one of the proposed Force Main easements as requested by the property owner (Erik Howard) -- \$1046.00

Change Order No. 9: Surveying changes for the proposed East Interceptor easements as requested by the property owner (Garnet). The change was requested in order to save trees. \$1046.00

**Commission Recommendations:** N/A

**Recommended Council Actions:** Change Order No. 8—Recommend approval.  
 Change Order No. 9—Recommend approval. Closing for easement scheduled for 11/23.

**Attachments:** Change Orders 8 & 9.

**Next Steps/Schedule:** Notify contractor of Council action.



30 June 2021

City of Dripping Springs  
Ginger Faught  
Deputy City Administrator  
511 Mercer Street  
Dripping Springs, TX 78620

Re: **Change Order No. 8:** Waste Water Capital Improvement Project  
City of Dripping Springs  
Hays County, Texas  
SAM Proposal 1018047232

Dear Ginger,

Surveying And Mapping, LLC (SAM) is requesting a Change Order be approved for Surveying Services that are outside of original Scope dated May 13, 2019 made part of Professional Services Agreement dated May 28, 2019. This Change Order is being requested to cover services to be rendered as listed hereon.

After you have reviewed the description of work and pricing, please sign and return to our office. If you have any questions, or comments please do not hesitate to contact me. Thank you for the opportunity to be of service.

Sincerely,

A handwritten signature in blue ink that reads "Neil Hines". The signature is written in a cursive, flowing style.

Neil Hines, R.P.L.S.  
Project Manager  
Cc: Don Zdancwicz, R.P.L.S., Senior Project Manager

**SAM COMPANIES**

4801 Southwest Parkway / Bldg. 2 Suite 100 / Austin, Texas 78735  
512.447.0575 Office / 512.326.3029 Fax / TBPELS #10064300

**sam.biz**



## SCOPE OF SERVICES

### REVISE PARCEL 31 HOWARD RANCH EASEMENT.

Update Base Map with the Replat of Lot 1 of Howard Ranch Commercial plat provided by CMA, and revised the Easement Plat and Legal Description for Parcel 31 to reflect the revised easement location provided by CMA 17 June 2021.

### SURVEY ASSUMPTIONS

The following assumptions were made for the preparation of this Scope of Services. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

- Any revision to the Easement plat layout provided by CMA, will be billed at time and material.

The services described herein will be invoiced on a **Time and Materials basis, Not to Exceed the Grand Total shown below provided all assumption are met**, according to the original scope. The following are estimated fees for each task:

### CHANGE ORDER FEES

Revise Howard Ranch Parcel 31 Easement \$1,046.00

- RPLS Project Mgr. 2 hrs @\$171
- Survey Technician 8 hrs. @\$88

<b>TOTAL FOR CHANGE ORDER NO.8</b>	<b>\$1,046.00</b>
ORIGINAL GRAND TOTAL	\$260,447.00
CHANGE ORDER NO. 1 TOTAL	\$22,876.00
CHANGE ORDER NO. 2 TOTAL	\$13,854.50
CHANGE ORDER NO. 3 TOTAL**	\$6,642.40
CHANGE ORDER NO. 4 TOTAL	\$3,419.40
<u>CHANGE ORDER NO. 5 was not authorized.</u>	
CHANGE ORDER NO. 6 TOTAL	\$3,603.90
CHANGE ORDER NO. 7 TOTAL NOT AUTHORIZED YET	\$41,754.00
CHANGE ORDER NO. 8 TOTAL	\$1,046.00
<b>REVISED GRAND TOTAL</b>	<b>\$353,643.20</b>

\*\*CHANGE ORDER NO. 3 is not a part of the Waste Water Capital Improvement Project.



Re: **Change Order No.8:** Waste Water Capital Improvement Project  
City of Dripping Springs  
Hays County, Texas  
SAM Proposal 1018047232

**AGREEMENT AND ACCEPTANCE:**

- 1) Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.
- 2) All other terms and conditions remain unchanged

**The City of Dripping Springs**

**SUBCONSULTANT: Surveying and Mapping, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

Address  
511 Mercer Street  
Dripping Springs, Texas 78620

Address  
4801 Southwest Pkwy, Bldg. 2, Ste. 200  
Austin, Texas 78735



17 August 2021

City of Dripping Springs  
Ginger Faught  
Deputy City Administrator  
511 Mercer Street  
Dripping Springs, TX 78620

Re: **Change Order No. 9**: Waste Water Capital Improvement Project  
City of Dripping Springs  
Hays County, Texas  
SAM Proposal 1018047232

Dear Ginger,

Surveying And Mapping, LLC (SAM) is requesting a Change Order be approved for Surveying Services that are outside of original Scope dated May 13, 2019 made part of Professional Services Agreement dated May 28, 2019. This Change Order is being requested to cover services to be rendered as listed hereon.

After you have reviewed the description of work and pricing, please sign and return to our office. If you have any questions, or comments please do not hesitate to contact me. Thank you for the opportunity to be of service.

Sincerely,

A handwritten signature in blue ink that reads "Neil Hines". The signature is written in a cursive, flowing style.

Neil Hines, R.P.L.S.  
Project Manager  
Cc: Don Zdancewicz, R.P.L.S., Senior Project Manager

#### SCOPE OF SERVICES

##### SAM COMPANIES

4801 Southwest Parkway / Bldg. 2 Suite 100 / Austin, Texas 78735  
512.447.0575 Office / 512.326.3029 Fax / TBPELS #10064300

**sam.biz**



**REVISE PARCEL 25 the Garnett Tract.**

**Update Base Map with revised route across tract provided by CMA, and revised the Easement Plat and Legal Description for Parcel 25 to reflect the revised easement location provided by CMA 12 August 2021.**

**SURVEY ASSUMPTIONS**

The following assumptions were made for the preparation of this Scope of Services. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

- Any revision to the Easement plat layout provided by CMA, will be billed at time and material.

The services described herein will be invoiced on a **Time and Materials basis, Not to Exceed the Grand Total shown below provided all assumption are met**, according to the original scope. The following are estimated fees for each task:

**CHANGE ORDER FEES**

Revise Garnett Parcel 25 Easement \$1,046.00

- RPLS Project Mgr. 2 hrs @\$171
- Survey Technician 8 hrs. @\$88

<b>TOTAL FOR CHANGE ORDER NO.9</b>	<b>\$1,046.00</b>
ORIGINAL GRAND TOTAL	\$260,447.00
CHANGE ORDER NO. 1 TOTAL	\$22,876.00
CHANGE ORDER NO. 2 TOTAL	\$13,854.50
<b>CHANGE ORDER NO. 3 TOTAL**</b>	<b>\$6,642.40</b>
CHANGE ORDER NO. 4 TOTAL	\$3,419.40
<b><u>CHANGE ORDER NO. 5 was not authorized.</u></b>	
CHANGE ORDER NO. 6 TOTAL	\$3,603.90
CHANGE ORDER NO. 7 TOTAL NOT AUTHORIZED YET	\$41,754.00
CHANGE ORDER NO. 8 TOTAL	\$1,046.00
CHANGE ORDER NO. 9 TOTAL	\$1,046.00
<b>REVISED GRAND TOTAL</b>	<b>\$354,689.20</b>

**\*\*CHANGE ORDER NO. 3 is not a part of the Waste Water Capital Improvement Project.**



Re: **Change Order No.9:** Waste Water Capital Improvement Project  
City of Dripping Springs  
Hays County, Texas  
SAM Proposal 1018047232

**AGREEMENT AND ACCEPTANCE:**

- 1) Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.
- 2) All other terms and conditions remain unchanged

**The City of Dripping Springs**

**SUBCONSULTANT: Surveying and Mapping, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

Address  
511 Mercer Street  
Dripping Springs, Texas 78620

Address  
4801 Southwest Pkwy, Bldg. 2, Ste. 200  
Austin, Texas 78735

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made this 28th day of May, 2019, (the "Effective Date"), by and between the City of Dripping Springs a municipal corporation, hereinafter called "City", with offices located at 511 Mercer Street, Dripping Springs, Texas 78620, and Surveying And Mapping, LLC and its wholly owned subsidiary SAM-Construction Services, LLC, a Texas limited liability company, hereinafter called "SAM", with offices located at 4801 Southwest Parkway, Parkway Two, Suite 100, Austin, Texas 78735; City of Dripping Springs and SAM being referred to herein collectively as the "Parties", and individually as a "Party".

1. **Purpose and Scope** - This Agreement is a master contract between City of Dripping Springs and SAM whereby in consideration of the covenants and provisions hereinafter provided, it shall include:
  - a. Aerial LiDAR and Wastewater Easement mapping services in connection with the Wastewater Capital Improvement Project, located in Dripping Springs, Hays County Texas as defined graphically on Exhibit A.
  - b. SAM will also produce 3 inch ground sample distance (GSD) orthometric imagery 2000 feet wide centered on the proposed centerline for the entire corridor.
  - c. Phases will include:
    - i. Aerial Acquisition Phase: The entire 7.5 mile corridor
    - ii. Phase 1A: The area shown as "PROPOSED WEST INTERCEPTOR"
    - iii. Phase 1B: The area shown as "PROPOSED FORCE MAIN EXTENSION"
    - iv. Phase 2: The area shown as "PROPOSED EAST INTERCEPTOR" and "PROPOSED SOUTH COLLECTOR"
  - d. Projects as outlined in the attached Scope of Services in Attachment "A".
  
2. **Responsibilities of SAM** - In the performance of any operations and Work hereunder, SAM shall furnish at its own expense any and all reasonably necessary labor and supervision, goods, machinery, equipment, tools, transportation, and whatever else is reasonably necessary for the performance and timely completion of the Work herein provided for at the job site (other than such items thereof as City of Dripping Springs specifically agrees in the Work Order to furnish), all in good condition and suitable for the Work to be performed hereunder, and shall perform the Work specified in the Work Order and/or described in the specifications and/or drawings that may be attached thereto. SAM hereby agrees that all Work will be performed by personnel who are trained in safety and in the Work to be performed. SAM agrees that any action undertaken in connection with performance of this Agreement shall be in reasonable compliance with all applicable laws, rules and regulations. The obligations of SAM and City of Dripping Springs under this Paragraph are subject to Paragraph 9 hereof.
  
3. **Property Protection** – SAM shall use reasonable efforts to perform the Work in a manner which causes the minimum of inconvenience, disturbance, and damage to the property of City of Dripping Springs and affected landowners. "Damage" shall be defined as any injury to property caused by SAM that exceeds normal and ordinary injury associated with surveying

operations. SAM shall reasonably restore all Damage to as good a condition as before any such Damage occurred and to the reasonable satisfaction of City of Dripping Springs. City of Dripping Springs reserves the right to specify additional conditions of restoration on a Work Order basis and agrees that SAM may be compensated for costs associated with such additional conditions of restoration.

4. **Independent Contractor** – SAM shall be deemed an independent contractor with respect to this Agreement and all Work done and services performed hereunder, and neither SAM nor anyone used or employed by or subcontracted by SAM shall be deemed for any purpose to be the agent, servant or representative of City of Dripping Springs in the performance of such Work or services or any part hereof, or in any matter dealt with herein, and City of Dripping Springs shall have no direction or control of SAM or its employees and agents, except in the results to be obtained. Neither SAM nor anyone used or employed by SAM will have any right to any pension or welfare plans, including, without limitation, savings, retirement, medical, dental, insurance, or vacation plans or any benefits sponsored by City of Dripping Springs. Furthermore, neither SAM nor anyone used or employed by SAM will have any authority to bind City of Dripping Springs to any Third Parties without specific written authority from City of Dripping Springs. It is understood that by this provision, neither Party is assuming any liability for the actions or omissions of the other Party. Neither shall City of Dripping Springs nor any of its employees be deemed a borrowed servant for any purpose hereunder or with respect to the Work or activities, whether incidental or otherwise, of SAM.
  
5. **Insurance** - As to all operations provided for herein by SAM and at SAM's sole expense, SAM shall carry and maintain at all times during the performance of services hereunder, for the benefit of City of Dripping Springs, the following minimum insurance coverage with policy territory sufficient to cover the Work hereunder. Upon request by City of Dripping Springs, SAM shall provide to City of Dripping Springs certificates of insurance and other evidence of such policies of insurance maintained by SAM and all subcontractors, in the event that any policies of insurance are modified in any respect, cancelled, or terminated for any reason, SAM agrees to immediately notify City of Dripping Springs of such. Also, in the event that SAM should use or engage any subcontractors, said subcontractors are also required to maintain the following minimum coverage:
  - a. **Workers Compensation** in accordance with the statutory requirements of the governmental entities with jurisdiction over personnel engaged by each Party who are performing Work, Services and **Employer's Liability** insurance with a limit of not less than \$1,000,000 each occurrence;
  - b. **Comprehensive Automobile Liability** insurance covering owned, non-owned and hired vehicles with limits of liability of not less than \$1,000,000 combined single limits for Bodily Injury and Property Damage claims;
  - c. **Comprehensive General Liability** insurance with limits of liability in a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage claims;
  - d. **Professional Liability** insurance with an aggregate limit of not less than \$1,000,000 covering City of Dripping Springs against any and all sums which SAM may be legally obligated to pay on account of any professional liability arising out of the performance of this Agreement;

- e. **Umbrella Excess Liability** insurance as to items a through d with a limit of not less than \$4,000,000 each occurrence and an aggregate limit of not less than \$4,000,000.
- f. **Each Party** shall, upon request, furnish certificates showing that the above insurance is and will be in effect during the performance of Work hereunder, and shall specify that each Party must be given, in writing, thirty (30) days notice of cancellation, termination, or alteration of the policies evidenced by certificates.
7. **Indemnity** – SAM with respect to professional liability, shall indemnify, hold and save harmless City of Dripping Springs, their officers, agents and employees, from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever arising from negligent acts or omissions or misconduct of SAM, its employees and agents, and SAM's subcontractors, and suppliers, their employees and agents. SAM, with respect to all liability other than for professional acts, shall indemnify, defend, hold and save harmless City of Dripping Springs their officers and employees, from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever arising from acts, omissions or conduct of SAM, its employees and agents, and SAM's subcontractors, and suppliers, their employees and agents.
- SAM will carry insurance sufficient to support the indemnity agreements contained herein.
8. **Controlling Documents** - This Agreement does not obligate City of Dripping Springs to order work from SAM, nor does it obligate SAM to accept orders for work, but this Agreement shall control and govern all work accepted by SAM and shall define the rights and obligations of City of Dripping Springs and SAM during the term hereof, except as modified by any Work Order. The scope of the Work and required services may be changed upon written notice by City of Dripping Springs to SAM.
9. **Force Majeure** - Neither City of Dripping Springs nor SAM shall be liable for any delay due, occasioned or caused as a result of any applicable laws, orders, rules or regulations of governmental authorities or by causes beyond the control of a Party to overcome by the exercise of due diligence (herein called "**Force Majeure**").
10. **Commencement and Completion of Work** – SAM agrees to commence and complete said Work with due diligence and in a timely manner. SAM agrees to commence said Work at the time mutually agreed upon by both Parties unless SAM is prevented from commencing or continuing said Work by Force Majeure.
11. **Hiring of Employees** – City of Dripping Springs may not directly or indirectly, without the prior express written consent of SAM, offer or solicit for employment, employ, or otherwise engage the services of SAM's personnel during the term of this Agreement and for twenty-four (24) months after termination or expiration of this Agreement. For purposes of this clause, "**personnel**" includes (a) all individuals that SAM and its subsidiaries employ or (b) all independent contractors engaged by SAM to perform Work pursuant to this Agreement. City of Dripping Springs acknowledges that SAM's personnel have executed a fully enforceable restrictive covenant which forbids the former SAM's personnel from acceptance

of employment with a client or competitor and that City of Dripping Springs agrees that it is precluded as a matter of law from interfering with such. City of Dripping Springs agrees that SAM has no adequate remedy at law to enforce this restrictive covenant and that SAM may pursue but is not obligated to pursue all equitable remedies including without limitation injunctive relief so as to enforce the terms of this restrictive covenant. Notwithstanding anything contained herein or elsewhere stated, City of Dripping Springs agrees that in the event of a breach of this Paragraph 11 (i) the calculation of damages would be difficult or unascertainable to any reasonable degree of certainty; (ii) the amount of the liquidated damages stated in this Paragraph 11 is a reasonable estimate of the actual damages that SAM would suffer if there were a breach by City of Dripping Springs; and (iii) the harm to SAM would be imminent as a result of City of Dripping Springs's breach of this Paragraph 11. Based on what the Parties presently know given the SAM personnel who will be providing the Work under this Agreement or any Work Order, the Parties hereto agree as follows: (i) an estimate of the damages that would accrue if a breach of this Paragraph 11 occurred in the future is that sum equal to 1.5 times the SAM employee's then-annual salary; (ii) this amount of liquidated damages is a fair and reasonable estimate of the damages that would accrue to SAM if such a breach occurred; and (iii) such liquidated damages would not act as a penalty to City of Dripping Springs. City of Dripping Springs agrees that SAM reserves to the fullest extent and may pursue all other remedies, whether legal or otherwise, which may be asserted by SAM. If this paragraph or any portion hereof is held to be unenforceable or requires reformation, then City of Dripping Springs agrees that the unenforceable provision shall be modified only to the extent necessary to cause such provision to be reasonable and to impose a restriction(s) that is not greater than necessary to protect the goodwill and business interests of SAM as reformed.

SAM may not directly or indirectly, without the prior express written consent of City of Dripping Springs, offer or solicit for employment, employ, or otherwise engage the services of City personnel during the term of this Agreement and for twenty-four (24) months after termination or expiration of this Agreement. For purposes of this clause, "personnel" includes (a) all individuals that City of Dripping Springs and its subsidiaries employ or (b) all independent contractors engaged by City of Dripping Springs to perform Work pursuant to this Agreement. SAM acknowledges that City personnel have executed a fully enforceable restrictive covenant which forbids the former City personnel from acceptance of employment with a client or competitor and that SAM agrees that it is precluded as a matter of law from interfering with such. SAM agrees that City of Dripping Springs has no adequate remedy at law to enforce this restrictive covenant and that City of Dripping Springs may pursue but is not obligated to pursue all equitable remedies including without limitation injunctive relief so as to enforce the terms of this restrictive covenant. Notwithstanding anything contained herein or elsewhere stated, SAM agrees that in the event of a breach of this Paragraph 11 (i) the calculation of damages would be difficult or unascertainable to any reasonable degree of certainty; (ii) the amount of the liquidated damages stated in this Paragraph 11 is a reasonable estimate of the actual damages that City of Dripping Springs would suffer if there were a breach by SAM; and (iii) the harm to City of Dripping Springs would be imminent as a result of SAM's breach of this Paragraph 11. Based on what the Parties presently know given the City of Dripping Springs personnel who will be providing services under this Agreement or any Work Order, the Parties hereto agree as follows: (i) an estimate of the damages that would accrue if a breach of this Paragraph 11 occurred in the future is that sum equal to 1.5 times the

City employee's then-annual salary; (ii) this amount of liquidated damages is a fair and reasonable estimate of the damages that would accrue to City of Dripping Springs if such a breach occurred; and (iii) such liquidated damages would not act as a penalty to SAM. SAM agrees that City of Dripping Springs reserves to the fullest extent and may pursue all other remedies, whether legal or otherwise, which may be asserted by City of Dripping Springs. If this paragraph or any portion hereof is held to be unenforceable or requires reformation, then SAM agrees that the unenforceable provision shall be modified only to the extent necessary to cause such provision to be reasonable and to impose a restriction(s) that is not greater than necessary to protect the goodwill and business interests of City of Dripping Springs as reformed.

12. **Term and Termination** - This Agreement shall be effective as of the Effective Date and shall continue in force until terminated in accordance with the provisions hereof. This Agreement may be terminated prospectively by either Party at any time, without cause and without liability, upon thirty (30) days' prior written notice to the other Party; provided, however, the terms and provisions of this Agreement shall continue to apply to all Work Orders then in existence, and neither Party shall by reason of such prospective termination of this Agreement be relieved of its respective obligations and liabilities theretofore or thereafter arising from or incident to the Work performed or services rendered under any existing Work Order.
13. **Property and Data** - Documents Provided by City of Dripping Springs - City of Dripping Springs agrees to provide SAM with any and all documents necessary to identify the ownership, location and condition of the property to be surveyed, including, but not limited to, deeds, maps, title information, and permits; and to obtain for SAM the authorization of the property owner and/or tenant to enter upon the property for the purpose of conducting Work thereon.

Ownership of Work Product – SAM acknowledges that all original papers, documents, maps, surveys, and other work product and copies thereof, produced by City of Dripping Springs pursuant to this Agreement shall remain the property of City of Dripping Springs except documents which are required to be filed with public agencies. SAM further acknowledges that City of Dripping Springs's right to utilize the services and work product performed pursuant to this Agreement will continue only so long as City of Dripping Springs is not in default pursuant to the terms and conditions of this Agreement and SAM has performed all obligations under this Agreement.

Use of Work Product – SAM acknowledges that City of Dripping Springs is requesting services to be performed under the applicable Work Order(s) for the purpose of providing such information to other parties including, but not limited to, clients, customers, and other interested persons. City of Dripping Springs agrees that the Work product prepared by SAM may not be altered in any way except for the addition of page numbers or exhibit captions necessary to incorporate the work product into other documents. SAM agrees to provide copies of the Work product mutually agreed upon by both Parties described in the Work Orders hereof.

14. **Permits and Licenses** – SAM shall not be responsible for any expenses or costs or liabilities whatsoever related to or for providing any permits, licenses, or similar legal instruments or

authorizations required to implement or accomplish projects, permit or license sites, related to its Work and services listed in Work Orders. SAM shall not be required to perform any Work under any Work Order which requires a local, state, or federal license to practice which it does not possess or which in SAM's sole judgment SAM is unqualified to perform, such as but not limited to: legal opinions, real estate brokerage or agency, certified public accounting, and certain professional engineering work in various states and localities.

15. **Safety** – SAM agrees to maintain and abide by an Alcohol, Drug, and Safety Program and any other programs or certifications from any regulatory or oversight agencies, organizations or bodies that are required for the Work SAM will perform hereunder. SAM represents that it and its employees and subcontractors are familiar with safety policies and procedures with respect to the Work to be performed by SAM. SAM further represents that it and its employees and subcontractors will comply with safety policies and procedures while engaged in all work during the term hereof.
16. **Compensation** - Compensation to SAM for the services and work covered by the Scope of Services attached as Attachment "A" and the Fee Schedule attached as part of Attachment "A". The total services covered by this agreement shall not exceed two hundred sixty thousand four hundred forty-seven dollars (\$260,440).
- SAM shall submit to City of Dripping Springs an invoice and City of Dripping Springs shall pay SAM all amounts due under such invoice within fifteen (15) days from date of receipt and approval by the City of each invoice.
18. **Assignment** - This Agreement shall not be assigned by either Party without the prior written consent of the other Party, except that a Party hereto may assign this Agreement to any parent or subsidiary without the prior written consent of the other Party.
19. **Notices** - All notices, Work Orders, and other communications required, permitted or desired to be given hereunder must be in writing and shall be sent to either Party at the addresses listed below or by hand delivery or by facsimile transmission or by email. Effective date is date notice is received by the addressee. Each Party may change its address by notifying the other Party in writing.

- a. City of Dripping Springs  
Attn: City Administrator  
511 Mercer Street  
Dripping Springs, Texas 78620  
Phone: (512) 858-4725  
Email: [mfischer@cityofdrippingsprings.com](mailto:mfischer@cityofdrippingsprings.com)

With copy to:

Laura Mueller  
Assistant City Attorney  
[laura@texasmunicipallawyers.com](mailto:laura@texasmunicipallawyers.com)

b. Surveying And Mapping, LLC  
Attn: Patrick A. Smith, Senior Vice President  
4801 Southwest Parkway  
Parkway Two, Suite 100  
Austin, Texas 78735  
Phone: (512) 447-0575  
Fax: (512) 326-3029  
Email: [psmith@sam.biz](mailto:psmith@sam.biz)

With copy to:  
Cookie F. Munson  
General Counsel  
[cmunson@sam.biz](mailto:cmunson@sam.biz)

- 20. Business Records** – SAM shall maintain books and records supporting all costs for the Consulting Services performed under this Agreement. During SAM normal business hours for the duration of this Agreement, and for a period of two (2) years thereafter, City of Dripping Springs shall have reasonable access to such books or records, which are non-proprietary and specifically and directly related to Work performed under this Agreement, reasonably required to either verify reimbursable costs or to otherwise ensure compliance with the terms of this Agreement.
- 21. Conflict in Terms/Order of Precedence** - In the event of any conflict between this Agreement and the express terms of a Work Order, the terms of the Work Order shall conclusively control as to all matters contained within the Work Order.
- 22. Jurisdiction and Compliance with Law** - This Agreement shall be governed by, and construed and interpreted pursuant to, the laws of the state of Texas, without regard to any choice of law rules or principles which may direct the application of the laws of another jurisdiction. Venue for any dispute related to the subject matter of this Agreement, its construction or interpretation, or enforceability, or any Work Order shall be in Hays County, Texas.
- 23. Enforceability of the Agreement** - If any part or provision of this Agreement is judicially declared invalid or unenforceable, such declaration shall not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the part or parts of this Agreement so held to be invalid, void or unenforceable shall be modified to the extent to make it enforceable. Excluding paragraph 11 and only if such be necessary as to the remainder of the Agreement, the Agreement shall be deemed to be amended so as to delete or modify the unenforceable part or provision, and the remainder shall have the same force and effect as if such part or provision had never been included herein. City of Dripping Springs agrees that SAM is not liable to City of Dripping Springs and SAM is fully and completely released and discharged from any claim for attorneys' fees, costs, and damages which may be asserted by City of Dripping Springs related to any action for interpretation, enforcement, and reformation

of Paragraph 11.

- 24. 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\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
- 25. 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. **26. Entire Agreement and Amendments** - This Agreement, together with any Work Order entered into pursuant to this Agreement, contains the entire agreement between the Parties hereto with respect to the subject matter hereof. No amendment to this Agreement or to any Work Orders shall be binding upon either Party hereto, unless it is in writing and executed on behalf of each Party hereto by a duly authorized representative and expressly specified as such. This Agreement supersedes all previous agreements, whether written or oral, entered into between the Parties.
- 27. Binding Authority** - Each of the persons executing this Agreement represents and warrants that he or she has full right and authority to execute this instrument on behalf of SAM or City of Dripping Springs, as the case may be, and to bind such Party to the fulfillment of all of the provisions hereof.
- 28. Counterparts.** This Agreement may be signed in counterparts, each of which may be deemed an original and all of which together constitute one and the same agreement.
- 29. Digital Copy.** This Agreement may be digitally copied and stored (the "Imaged Agreement"). The Imaged Agreement (once digitally regenerated to paper form), and any facsimile, and all computer records of the foregoing, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and neither Party shall object on the basis that such business records were not originated or maintained in documentary form under any rule of evidence.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is executed effective as of the day and year first above written.

Surveying And Mapping, LLC

By: Patrick A. Smith

Title: Senior Vice President

Signature: [Handwritten Signature]

Date: 05/28/2019

City of Dripping Springs

By: [Handwritten Signature]

Title: Mayor

Signature: Todd Purcell

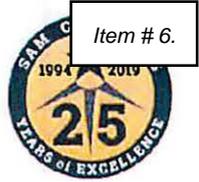
Date: 6/14/19

**Attachment A**

**Scope of Services**



Surveying And Mapping, LLC  
4801 Southwest Parkway, Building Two, Suite 100, Austin, TX 78735  
Ofc 512.447.0575 Fax 512.326.3029  
info@sam.biz www.sam.biz TX Firm # 10064300



## EXHIBIT "A"

May 13, 2019

City of Dripping Springs  
Ginger Faught  
Deputy City Administrator  
511 Mercer Street  
Dripping Springs, TX 78620

Re: Waste Water Capital Improvement Project – Aerial LiDAR and Easement ROW Mapping  
City of Dripping Springs  
Hays County, Texas  
SAM Proposal 1018047232

Dear Ginger,

Surveying And Mapping, LLC (SAM) is pleased to provide City of Dripping Springs (the City) this proposed scope of services and fee estimate for professional surveying and mapping services in connection with the City Dripping Springs Wastewater Capital Improvements project. This proposal is based on information provided to us on April 9, 2018.

After you have reviewed the attached proposed Scope of Services and Fee Estimate, please do not hesitate to call if you have any questions or comments. Thank you for the opportunity to be of service. We are looking forward to working with you on this project. This project will be completed under a master services agreement between City of Dripping Springs and SAM.

Sincerely,

Gordon N. Anderson, R.P.L.S.  
Senior Project Manager

**CITY OF DRIPPING SPRINGS  
WASTE WATER CAPITAL IMPROVEMENT PROJECT  
AERIAL AND EASEMENT MAPPING  
SCOPE OF SERVICES**

**UNDERSTANDING**

It is Surveying And Mapping, LLC's (SAM) understanding that the City of Dripping Springs is requesting aerial LiDAR and Wastewater Easement mapping services in connection with the above referenced project, located in Dripping Springs, Hays County Texas as defined graphically on *Exhibit A*. The project area includes acquisition of an approximate overall 7.5 mile long corridor from which 2D planimetric and 3D DTM data will be extracted to produce a 1' contour map, 200 feet wide, centered on proposed alignment(s). Additionally, SAM will produce 3-inch ground sample distance (GSD) orthometric imagery 2000 feet wide centered on the proposed centerline for the entire corridor. It is our understanding that the project will be broken into two phases. This scope will divide the areas into phases as follows:

**Aerial Acquisition Phase:** The entire 7.5 mile corridor

**Phase 1A:** The area shown as "PROPOSED WEST INTERCEPTOR"

**Phase 1B:** The area shown as "PROPOSED FORCE MAIN EXTENSION"

**Phase 2:** The area shown as "PROPOSED EAST INTERCEPTOR" and "PROPOSED SOUTH COLLECTOR"

**AERIAL ACQUISITION PHASE**

**LIDAR Acquisition and Truthing Survey**

Targeted and/or photo identifiable control points (6) will be used to calibrate the LiDAR point cloud and aerial imagery. Ground truthing check points on hard surfaces and vegetated surfaces will be used to then verify final surface accuracy.

*Digital data accuracy will be acquired and processed to American Society for Photogrammetry and Remote Sensing (ASPRS) Standards for Digital Geospatial Data as follows:*

*Horizontal: Absolute accuracy 0.3' RMSE in x or y (0.4' RMSEr) for well-defined features*

*Vertical: Absolute accuracy 0.33' RMSEz on open ground and non-vegetated surface*

Using the ground truthing data on vegetated surfaces, we will produce an RMSE report that will show the expected error within these areas.

**Acquisition**

SAM will collect aerial LiDAR and Imagery of the project site in one mobilization. The calibrated point cloud will be used to support the orthos and planimetric linework. The bare earth classified point cloud will be provided with the other deliverables to assist engineers with design work.

**Direct Image Geo-referencing**

SAM will begin the image processing immediately after receiving and accepting the imagery. All ABGPS/IMU data will be imported into the project, and control points will be measured on every photo on which they occur. We will then perform an analysis which will compare the given coordinates of the ground control points with their locations projected and adjusted on the individual photos and directly geo-reference the images to the point cloud.

### **Orthophoto Processing**

The digital orthophotos will be processed to have a 3-inch ground sample distance (GSD) resolution. The LiDAR bare earth filtered dataset will be used to rectify the aerial imagery. The digital orthophotos will be mosaicked and checked to insure color, tone and contrast is optimized across the project area. Mosaic lines will be manually placed and hidden along linear features to avoid cutting through buildings and other above ground structures. Individual tiles will be cut to limit the file size to less than 10 MB. Imagery will be provided in TIF/TFW or ECW/EWW formats.

### **LIDAR Mapping Assumptions**

In formulating this proposal, the following assumptions have been planned:

- LiDAR and Imagery acquisition for approximately 7.5 corridor miles, said corridor being no more than 2,000-feet wide throughout.
- Color digital imagery will be collected at 3-inch GSD.
- LiDAR will be collected at an approximate nominal density of 20 points per square meter.
- SAM will collect ground truthing shots spread among hard and vegetated surfaces for accuracy validation. All control and ground truthing will be performed simultaneously.
- Unless otherwise specified by the City, we will utilize the TxDOT CAD Standards.
- Supplemental survey of features that are obscured from aerial visibility is not included in this scope of work

### **PHASE 1A-SCOPE OF SERVICES**

Phase 1A is an approximate 1.97 mile corridor shown as "PROPOSED WEST INTERCEPTOR" beginning at Caliterra Parkway and continuing northwesterly along Onion Creek ending approximately 2000' northwesterly of Onion Road. For this area SAM will perform the following services:

#### **Project Control**

SAM will establish up to EIGHT (8) primary project control points. The survey control points (5/8" iron rods with SAM Control" plastic caps) will be set in locations that will likely be undisturbed by construction or County maintenance. The project control will be placed on horizontal and vertical datum, [NAD83 (2011)/NAVD88 values (Texas Coordinate System, South Central Zone)], or as provided by the City. All coordinates will be adjusted to surface by multiplying by a surface adjustment factor of 1.00011, or as provided by the City. Elevations will be derived from GPS observations using Geoid 2012A model.

- SAM will prepare a Survey Control Report listing adjusted coordinates of all horizontal and vertical control points.

#### **Right of Entry**

SAM will coordinate with HDR Engineering for right-of-entry (ROE) for the private properties, up to eleven (11) parcels, within Phase 1A limits for the purpose of establishing aerial LiDAR targets and to conduct topographic and Easement mapping surveys. SAM anticipates that HDR will handle problems regarding any and all refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. SAM shall document any interactions with property owners while performing the work.

#### **Topographic Survey**

- SAM will utilize established project control and will supplement control as needed.
- Perform "on ground" design topographic survey within the limits of Phase 1A utilizing conventional survey

methods or Global Positioning Systems to collect natural ground shots at 100 foot intervals and at significant ground features for a corridor 200 feet wide centered on the proposed alignment received from the City.

- Manholes, if any, shall be located with flowline elevation information and rim elevations.
- Water valves, if any, shall be located and have elevations taken on the top of the nut within the valve box.
- Prepare a Digital Terrain Model and depict contours at 1' intervals. Include spot elevations to the nearest 0.01 foot on paved or hard surfaces, and to the nearest 0.10 foot on non-paved surfaces (i.e. grass, base of existing trees).
- Survey drawing will be submitted in electronic format, Civil 3D 2015 (.dwg).
- Imagery will be provided in 3-inch GSD orthophoto TIF and ECW formats.

#### **EASEMENT PLATTING SURVEY (up to 8 Parcels with plat descriptions)**

##### **Records Research and Deed Study**

SAM will perform a survey along the proposed alignment of the Proposed West Interceptor. SAM will conduct research in the Hays County Appraisal District offices to confirm property ownership for the 8 affected properties (subject properties). Concurrently, copies of the current deeds and any plats for all subject properties will be obtained from the County Clerks' records. **SAM anticipates that Title Commitments, Title Reports, and any other form of records research beyond obtaining current deeds and plats will be provided by others.** Obtaining any additional records (including easements, chain of title, or any encumbrances) is outside of this scope of services.

##### **Field Surveys**

SAM will recover monuments marking the existing property lines of the properties from which an Easement is to be obtained and will tie to the project control. SAM will recover the corner or angle point monuments nearest to the proposed Easement lines on the side line of each of the subject properties and these corners will be tied to the project control.

SAM will utilize the topographic survey planimetric file to show any visible improvements within the proposed Easement acquisition areas for each parcel. Building corners and visible improvements within 25 feet of the proposed Easement sidelines will be located in the field and dimensioned on Easement plats.

##### **Boundary Analysis**

Utilizing the deed study and the data from the field survey, SAM will analyze the results of the survey and perform computations related to the analysis. Location of the existing property lines adjacent to or within proximity of the proposed Easement on each of the subject properties will be determined by SAM.

##### **Preparation of Documents**

1. SAM will develop a base file showing ownership of the subject properties. Properties adjacent to the existing/proposed Easement within the project limits will be labeled with the owner's name and deed recordation information.
2. Utilizing the boundary surveys performed by SAM and the proposed Easement line or centerline location provided by the City, SAM will compute the boundaries of the Easement parcels for each of the subject properties.
3. SAM will draft plats for the 11 parcels for Easement acquisition. The plats will be prepared on 8 1/2" x 11" pages at a scale dependent upon parcel size. A closure computation will be prepared for each of the plats.
4. SAM will prepare a field note (metes and bounds) description for each of the 8 parcels. A closure computation will be prepared for each of the descriptions.

5. To assure the accuracy of the documents, SAM will read the descriptions while all details are compared to base maps bearings, distances, stations and offsets, deed references, etc. Final mark-ups will be made and corrections completed.
6. All of the above described survey documents (base maps, property descriptions parcel plats and closure computations) will be submitted to the City for a one time review. Upon the completion of review of all Easement survey documents, SAM will make necessary corrections. The final Easement documents will then be delivered to the City.

#### **Monumentation**

5/8-inch iron rod with "SAM" plastic caps will be set where the Easement sideline intersects property lines, PCs, PTs, and angle points at no greater than 1,000 foot intervals along tangents on the proposed Easement sidelines (up to 40 total).

#### **PROJECT DELIVERABLES**

SAM will provide all files via secure ftp site and/or on a portable hard drive.

- Control calibration and ground truthing accuracy reports
- 1-Foot Contour Map in Civil 3D 2015 (.dwg) format
- 1":30' Scale 2D Planimetric Mapping in Civil 3D 2015 (.dwg) Format
- Digital Terrain Model
- Geopak TIN files
- Orthophotography – 3 inch GSD (TIFF & ECW)
- PDF file of scanned field book copies.
- Three original signed and sealed legal descriptions for each parcel.
- Three original signed and sealed individual survey plats on 8 1/2"x11" for each parcel.
- One set of area computation sheets for legal descriptions and plats and Easement base map with all parcels.
- Digital files on CD for the right-of-way base file and reference files in Civil 3D 2015 (.dwg) format.

#### **ADDITIONAL SERVICES**

Services additional to those scoped herein may be provided at the written request of the City. After receipt of the request for additional services, SAM will generate and submit for the City's approval a scope and fee for the services to be provided. These may include, but are not limited to, the following:

- Extraction of additional planimetric and/or topographic features outside of those scoped herein.
- Acquisition of additional areas not scoped herein.
- Subsurface Utility Engineering (SUE) services
- ROW/Easement surveying and mapping services beyond that scoped herein.
- Obtaining right of entry from the adjoining landowners to survey on private property beyond that scoped herein.
- Staking of the proposed Engineers centerline/baseline or proposed Easement line.
- Title abstracting or courthouse records research beyond that scoped herein.
- Surveying and document preparation for Drainage easements, Temporary Construction Easements and Denial of Access Lines.
- Additional work due to changes in alignment project.
- Obtaining title reports and supporting documents
- Any other services not specifically outlined

## **PHASE 1B SCOPE OF SERVICES**

Phase 1B is an approximate 1.78 mile corridor shown as “PROPOSED FORCE MAIN EXTENSION” beginning approximately one mile southeasterly of the intersection of FM 150 and County Route 12, running northerly parallel with FM 150. For this area SAM will perform the following services:

### **Phase 1B Control**

SAM will utilize existing primary control points within or near the limits of Phase 1B and will supplement as needed to complete the survey tasks per the scope.

### **Right of Entry**

SAM will coordinate with HDR Engineering to obtain right-of-entry (ROE) for the private properties, up to fourteen (14) parcels, within Phase 1B limits for the purpose of establishing aerial LIDAR targets and to conduct topographic and ROW mapping surveys. SAM anticipates that the City will handle problems regarding any and all refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. SAM shall document any interactions with property owners while performing the work.

### **AERIAL TOPOGRAPHIC SURVEY**

- A 2000 foot wide corridor of LIDAR and ortho imagery approximately 1.78 miles long will be collected and calibrated to provided control coordinates, 1000 feet left and right of the proposed centerline.
- A 200 foot wide corridor of LIDAR will be mapped accordingly to provide 1' contour mapping, 100 feet left and right of the centerline for the southerly first 1.0 mile. **The remaining 0.78 miles is not a part of the final mapping at the time, to be held for processing at a later date.**
- A report demonstrating accuracy of LiDAR data against observed control elevations will be provided.
- SAM will place and position 6 aerial mapping control locations along the length of the project corridor, and provide 10 additional ground truthing shots to verify the accuracy of the LIDAR data.
- Prepare a Digital Terrain Model and depict contours at 1' intervals. Include spot elevations to the nearest 0.01 foot on paved or hard surfaces, and to the nearest 0.10 foot on non-paved surfaces (i.e. grass, base of existing trees) for the southerly first 1.0 mile only.
- Survey drawing will be submitted in Civil 3D 2015 (.dwg) format
- Imagery will be provided in 3-inch GSD orthophoto TIF and ECW formats.

### **Digital Terrian Model (DTM) – (1.0 Corridor Miles)**

On the first 1.0 corridor miles acquired, SAM will produce a DTM derived from the LiDAR data acquired. For this purpose we will extract any major grade breaks within the project limits and generate a clean ground surface by removing apparent vegetation from the model. Using the resulting clean ground surface we will derive a 10-foot x 10-foot maximum grid of points (model keypoints) that, together with the extracted breaklines and major grade breaks, will serve as the basis of the DTM and TIN.

### **2D Planimetric Features**

2D Planimetric features within the 2,000-foot wide corridor will be extracted from both the LiDAR and imagery. These will be delivered in a separate 2D DGN.

### **Direct Image Georeferencing**

SAM will begin the image processing immediately after receiving and accepting the imagery. All ABGPS/IMU data will be imported into the project, and control points will be measured on every photo on which they occur. We will then perform an analysis which will compare the given coordinates of the ground control points with their locations projected and adjusted on the individual photos and directly geo-reference the images to the point cloud.

### **Orthophoto Processing**

The digital orthophotos will be processed for the 1.78 mile corridor to have a 3-inch ground sample distance (GSD) resolution. The LiDAR bare earth filtered dataset will be used to rectify the aerial imagery. The digital orthophotos will be mosaicked and checked to insure color, tone and contrast is optimized across the project area. Mosaic lines will be manually placed and hidden along linear features to avoid cutting through buildings and other above ground structures. Individual tiles will be cut to limit the file size to less than 10 MB. Imagery will be provided in TIF/TFW or ECW/EWW formats.

### **EASEMENT PLATTING SURVEY (up to 14 Parcels with plat descriptions)**

#### **Records Research and Deed Study**

SAM will perform a survey along the proposed alignment of the proposed west interceptor first mile. SAM will conduct research in the Hays County Appraisal District offices to confirm property ownership for the 14 affected properties (subject properties). Concurrently, copies of the current deeds and any plats for all subject properties will be obtained from the County Clerks' records. **SAM anticipates that Title Commitments, Title Reports, and any other form of records research beyond obtaining current deeds and plats will be provided by others.** Obtaining any additional records (including easements, chain of title, or any encumbrances) is outside of this scope of services.

#### **Field Surveys**

SAM will recover monuments marking the existing property lines of the properties from which an Easement is to be obtained and will tie to the project control. SAM will recover the corner or angle point monuments nearest to the proposed Easement lines on the side line of each of the subject properties and these corners will be tied to the project control.

SAM will utilize the topographic survey planimetric file to show any visible improvements within the proposed Easement acquisition areas for each parcel. Building corners and visible improvements within 25 feet of the proposed Easement sidelines will be located in the field and dimensioned on Easement plats.

#### **Boundary Analysis**

Utilizing the deed study and the data from the field survey, SAM will analyze the results of the survey and perform computations related to the analysis. Location of the existing property lines adjacent to or within proximity of the proposed Easement on each of the subject properties will be determined by SAM.

#### **Preparation of Documents**

1. SAM will develop a base file showing ownership of the subject properties. Properties adjacent to the existing/proposed Easement within the project limits will be labeled with the owner's name and deed recordation information.
2. Utilizing the boundary surveys performed by SAM and the proposed Easement line or centerline location provided by the City, SAM will compute the boundaries of the Easement parcels for each of the subject properties.
3. SAM will draft plats for the 15 parcels for Easement acquisition. The plats will be prepared on 8 1/2" x 11" pages at a scale dependent upon parcel size. A closure computation will be prepared for each of the plats.
4. SAM will prepare a field note (metes and bounds) description for each of the 14 parcels. A closure computation will be prepared for each of the descriptions.

5. To assure the accuracy of the documents, SAM will read the descriptions while all details are compared to base maps bearings, distances, stations and offsets, deed references, etc. Final mark-ups will be made and corrections completed.
6. All of the above described survey documents (base maps, property descriptions parcel plats and closure computations) will be submitted to the City for a one time review. Upon the completion of review of all Easement survey documents, SAM will make necessary corrections. The final Easement documents will then be delivered to the City.

#### **Monumentation**

5/8-inch iron rod with "SAM" plastic caps will be set where the Easement sideline intersects property lines, PCs, PTs, and angle points at no greater than 1,000 foot intervals along tangents on the proposed Easement sidelines (up to 40 total).

#### **PROJECT DELIVERABLES**

SAM will provide all files via secure ftp site and/or on a portable hard drive.

- Control calibration and ground truthing accuracy reports
- 1-Foot Contour Map in Civil 3D (.dwg) format
- 1":30' Scale 2D Planimetric Mapping in Civil 3D 2015 (.dwg) Format
- Digital Terrain Model
- Geopak TIN files
- Orthophotography – 3 inch GSD (TIFF & ECW)
- PDF file of scanned field book copies.
- Three original signed and sealed legal descriptions for each parcel.
- Three signed and sealed individual survey plats on 8 1/2"x11" for each parcel.
- One set of area computation sheets for legal descriptions and plats and Easement base map with all parcels.
- Digital files on CD for the right-of-way base file and reference files in Civil 3D 2015 (.dwg) format.

#### **ADDITIONAL SERVICES**

Services additional to those scoped herein may be provided at the written request of the City. After receipt of the request for additional services, SAM will generate and submit for the City's approval a scope and fee for the services to be provided. These may include, but are not limited to, the following:

- Extraction of additional planimetric and/or topographic features outside of those scoped herein.
- Acquisition of additional areas not scoped herein.
- Subsurface Utility Engineering (SUE) services
- ROW/Easement surveying and mapping services beyond that scoped herein.
- Obtaining right of entry from the adjoining landowners to survey on private property beyond that scoped herein.
- Staking of the proposed Engineers centerline / baseline or proposed Easement line.
- Title abstracting or courthouse records research beyond that scoped herein.
- Surveying and document preparation for Drainage easements, Temporary Construction Easements and Denial of Access Lines.
- Additional work due to changes in alignment project.
- Any other services not specifically outlined herein.
- Obtaining title reports and supporting documents

## **PHASE 2 SCOPE OF SERVICES**

Phase 2 is an approximate 3.7 mile corridor containing the areas shown as "PROPOSED SOUTH COLLECTOR" and "PROPOSED EAST INTERCEPTOR" beginning at existing WWTP site approximately 0.52 miles southerly of the of FM 150 and running north for 0.3 miles, east for 0.8 mile then north 2.3 miles to Highway 290. For Phase 2 SAM will perform the following services:

### **Project Control**

SAM will establish up to four (4) primary project control points within Phase 2 limits. The survey control points (5/8" iron rods with SAM Control" plastic caps) will be set in locations that will likely be undisturbed by construction or County maintenance. The project control will be placed on horizontal and vertical datums [NAD83 (2011)/NAVD88 values (Texas Coordinate System, South Central Zone)]. All coordinates will be adjusted to surface by multiplying by a surface adjustment factor of 1.00011, or as provided by the County. Elevations will be derived from GPS observations using Geoid 2012A model.

- SAM will prepare a Survey Control Report listing adjusted coordinates of all horizontal and vertical control points.

SAM will establish up to 3 aerial panels for the aerial LIDAR acquisition and tie them to the primary project control. Elevations will be derived from GPS observations using Geoid 2012A model.

### **Right of Entry**

SAM will coordinate with HDR Engineering to obtain right-of-entry (ROE) for the private properties, up to thirteen (13) parcels, within Phase 2 limits for the purpose of establishing aerial LiDAR targets and to conduct topographic and easement mapping surveys. SAM anticipates that HDR will handle problems regarding any and all refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. SAM shall document any interactions with property owners while performing the work.

## **AERIAL TOPOGRAPHIC SURVEY**

- A 2000 foot wide corridor of LiDAR and ortho imagery approximately 3.7 miles long will be collected and calibrated to provided control coordinates, 1000 feet left and right of the proposed centerline.
- A 200 foot wide corridor of LiDAR will be mapped accordingly to provide 1' contour mapping, 100 feet left and right of the centerline.
- A report demonstrating accuracy of LiDAR data against observed control elevations will be provided.
- SAM will place and position 3 aerial mapping control locations along the length of the project corridor, and provide 10 additional ground truthing shots to verify the accuracy of the LiDAR data.
- Prepare a Digital Terrain Model and depict contours at 1' intervals. Include spot elevations to the nearest 0.01 foot on paved or hard surfaces, and to the nearest 0.10 foot on non-paved surfaces (i.e. grass, base of existing trees).
- Survey drawing will be submitted in electronic format Civil 3D 2015 (.dwg) format.
- Imagery will be provided in 3-inch GSD orthophoto TIF and ECW formats.

### **Digital Terrian Model (DTM) – (3.7 Corridor Miles)**

On the entire 3.7 corridor miles acquired, SAM will produce a DTM derived from the LiDAR data acquired. For this purpose we will extract any major grade breaks within the project limits and generate a clean ground surface by removing apparent vegetation from the model. Using the resulting clean ground surface we will derive a 10-foot x 10-foot maximum grid of points (model keypoints) that, together with the extracted breaklines and major grade breaks, will serve as the basis of the DTM and TIN.

## **EASEMENT PLATTING SURVEY (up to 13 Parcels with plat descriptions)**

### **Records Research and Deed Study**

SAM will perform a survey along the proposed alignment of the proposed East Interceptor. SAM will conduct research in the Hays County Appraisal District offices to confirm property ownership for the 13 affected properties (subject properties). Concurrently, copies of the current deeds and any plats for all subject properties will be obtained from the County Clerks' records. SAM anticipates that Title Commitments, Title Reports, and any other form of records research beyond obtaining current deeds and plats will be provided by others. Obtaining any additional records (including easements, chain of title, or any encumbrances) is outside of this scope of services.

### **Field Surveys**

SAM will recover monuments marking the existing property lines of the properties from which an Easement is to be obtained and will tie to the project control. SAM will recover the corner or angle point monuments nearest to the proposed Easement lines on the side line of each of the subject properties and these corners will be tied to the project control.

SAM will utilize the topographic survey planimetric file to show any visible improvements within the proposed Easement acquisition areas for each parcel. Building corners and visible improvements within 25 feet of the proposed Easement sidelines will be located in the field and dimensioned on Easement plats.

### **Boundary Analysis**

Utilizing the deed study and the data from the field survey, SAM will analyze the results of the survey and perform computations related to the analysis. Location of the existing property lines adjacent to or within proximity of the proposed Easement on each of the subject properties will be determined by SAM.

### **Preparation of Documents**

1. SAM will develop a base file showing ownership of the subject properties. Properties adjacent to the existing/proposed Easement within the project limits will be labeled with the owner's name and deed recordation information.
2. Utilizing the boundary surveys performed by SAM and the proposed Easement line or centerline location provided by the City, SAM will compute the boundaries of the Easement parcels for each of the subject properties.
3. SAM will draft plats for the 13 parcels for Easement acquisition. The plats will be prepared on 8 1/2" x 11" pages at a scale dependent upon parcel size. A closure computation will be prepared for each of the plats.
4. SAM will prepare a field note (metes and bounds) description for each of the 13 parcels. A closure computation will be prepared for each of the descriptions.
5. To assure the accuracy of the documents, SAM will read the descriptions while all details are compared to base maps bearings, distances, stations and offsets, deed references, etc. Final mark-ups will be made and corrections completed.
6. All of the above described survey documents (base maps, property descriptions parcel plats and closure computations) will be submitted to the City for a one time review. Upon the completion of review of all Easement survey documents, SAM will make necessary corrections. The final Easement documents will then be delivered to the City.

### **Monumentation**

5/8-inch iron rod with "SAM" plastic caps will be set where the Easement sideline intersects property lines, PCs, PTs, and angle points at no greater than 1,000 foot intervals along tangents on the proposed Easement sidelines (up to 40 total).

### **PROJECT DELIVERABLES**

SAM will provide all files via secure ftp site and/or on a portable hard drive.

- Control calibration and ground truthing accuracy reports
- 1-Foot Contour Map in Civil 3D 2015 (.dwg) format
- 1":30' Scale 2D Planimetric Mapping in Civil 3D 2015 (.dwg) Format
- Digital Terrain Model
- Geopak TIN files
- Orthophotography – 3 inch GSD (TIFF & ECW)
- PDF file of scanned field book copies.
- Three signed and sealed legal descriptions for each parcel.
- Three signed and sealed individual survey plats on 8 1/2"x11" for each parcel.
- One set of area computation sheets for legal descriptions and plats and Easement base maps with all parcels.
- Digital files on CD for the right-of-way base file and reference files in Civil 3D 2015 (.dwg) format.

### **ADDITIONAL SERVICES**

Services additional to those scoped herein may be provided at the written request of the City. After receipt of the request for additional services, SAM will generate and submit for the City's approval a scope and fee for the services to be provided. These may include, but are not limited to, the following:

- Extraction of additional planimetric and/or topographic features outside of those scoped herein.
- Acquisition of additional areas not scoped herein.
- Subsurface Utility Engineering (SUE) services
- ROW/Easement surveying and mapping services beyond that scoped herein.
- Obtaining right of entry from the adjoining landowners to survey on private property beyond that scoped herein.
- Staking of the proposed Engineers centerline/baseline or proposed Easement lines.
- Title abstracting or courthouse records research beyond that scoped herein.
- Surveying and document preparation for Drainage easements, Temporary Construction Easements and Denial of Access Lines.
- Additional work due to changes in alignment project.
- Any other services not specifically outlined herein.
- Obtaining Title reports and supporting documents

**FEE SCHEDULE - ALL PHASES**

The services described herein will be invoiced on a **Time and Materials, not to exceed**, according to the following for each phase:

**ACQUISITION PHASE**

Aerial acquisition (planning and flight)	\$10,505.00	
Calibration	\$3,182.00	
Aerial Survey Control (20 points)	\$7,308.00	
Ground truthing, verification	\$3,312.00	
<b>Sub Total</b>		<b>\$24,307.00</b>

**PHASE 1A**

Easement Survey:		
Base mapping, Horizontal and Vertical Control		
Survey exhibits for easements (8 documents)	\$38,800.00	
Aerial Imagery (orthos, QA/QC)	\$4,860.00	
Ground Topographic Survey	\$22,428.00	
Reimbursable costs	\$5,138.00	
<b>Sub Total</b>		<b>\$71,226.00</b>

**PHASE 1B**

Easement Survey:		
Base Mapping, Horizontal and Vertical Control		
Survey exhibits for easements (14 documents)	\$57,574.00	
Aerial Mapping	\$7,900.00	
Supplemental Topographic Survey	\$10,373.00	
Reimbursable costs	\$4,193.00	
<b>Sub Total</b>		<b>\$80,040.00</b>

**PHASE 2**

Easement Survey:		
Base Mapping, Horizontal and Vertical Control		
Survey exhibits for easements (15 documents)	\$57,964.00	
Aerial Mapping	\$9,570.00	
Supplemental Topographic Survey	\$12,593.00	
Reimbursable costs	\$4,747.00	
<b>Sub Total</b>		<b>\$84,874.00</b>

**GRAND TOTAL** **\$260,447.00**

Invoices for services will be sent on a monthly basis, Net 30 terms.

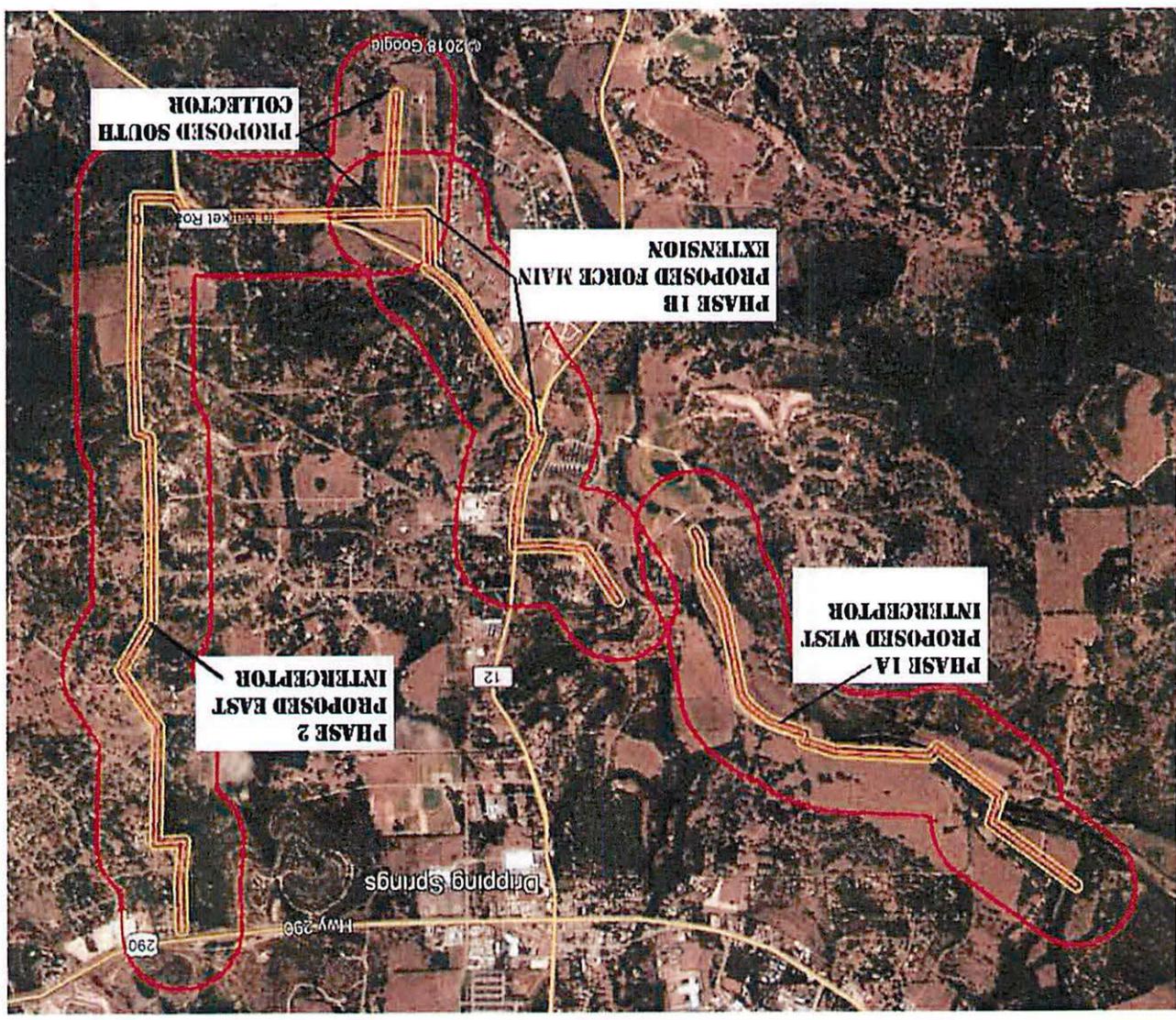


EXHIBIT "A"



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2019

DATE (MM/DD/YY)  
5/22/2019

Item # 6.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

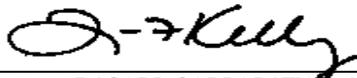
<b>PRODUCER</b> LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> The Phoenix Insurance Company		25623
<b>INSURER B:</b> Travelers Indemnity Company of America		25666
<b>INSURER C:</b> The Travelers Indemnity Company of Connecticut		25682
<b>INSURER D:</b> Travelers Property Casualty Co of America		25674
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES \*USE\***      **CERTIFICATE NUMBER:** 16102965      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>S&amp;A Pollution</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	P-660-4G642484-PHX-18	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	P-810-4G642484-IND18	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	CUP 9H900185 18	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB0L51761418	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability	Y	Y	ZUP21N2483018	11/1/2018	11/1/2019	\$5,000,000 each occurrence \$5,000,000 each aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Project: Aerial LiDAR and Wastewater Easement mapping services in connection with the Wastewater Capital Improvement Project, located in Dripping Springs, Hays County Texas

<b>CERTIFICATE HOLDER</b>  <b>16102965</b>  City of Dripping Springs 511 Mercer Street Dripping Springs TX 78620	<b>CANCELLATION</b> See Attachment  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  
--	--

**Commercial Vessel Policy**

Carrier: Travelers Property Casualty Co. of America  
Policy Number: ZOW41M3950518ND  
Policy Term: 11/1/18 - 11/1/19  
Hull & Machinery Limit: Agreed Value  
Protection & Indemnity Limit: \$1,000,000 CSL

**Stop Gap Coverage**

Policy #:UB0L51761418  
Insurer: Travelers Indemnity Co. of America  
Policy Term: 11/1/18 - 11/1/19

\$1,000,000 Each Accident  
\$1,000,000 Bodily Injury by Disease Total Limit.  
\$1,000,000 Bodily Injury by Disease Each Employee.

**Non-owned Aircraft Liability**

Policy #: NAQ6020338  
Insurer: Endurance American Insurance Co.  
Policy Term: 11/1/18 - 11/1/19

\$25,000,000 Occurrence

**Unmanned Aerial Vehicle (UAV)**

Policy #:A3GA000739418AM  
Insurer: Allianz Global Risks US Insurance Company  
Policy Term: 11/1/18 - 11/1/19

\$20,000,000 Occurrence

**Professional Liability**

Policy #0310-4004  
Insurer: Allied World Surplus Lines Ins Co  
Policy Term: 10/31/2018 - 10/31/2019

\$5,000,000 each claim limit  
\$5,000,000 Aggregate

**Professional Excess Coverage**

Policy #DXS7100125  
Insurer: Indian Harbor Insurance Co.  
Policy Term: 10/31/2018 - 10/31/2019

\$10,000,000 Per claim  
\$10,000,000 Aggregate

All policies (except Professional Liability, and Workers' Compensation/EL) include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Non-owned Aircraft Liability, Professional Liability, Unmanned Aerial Vehicle (UAV) and Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.



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

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

**Council Meeting Date:** November 2, 2021

**Agenda Item Wording:** Approval of a Resolution Accepting Improvements and Approving a Maintenance Bond for Esperanza Subdivision Phase 2 Streets, and Drainage.

**Agenda Item Requestor:**

**Summary/Background:** DNT Construction completed construction of Street and Drainage Improvements in Esperanza Phase 2. City Staff inspected the project throughout construction and the City Engineer completed a final inspection. The Design Engineer provided a concurrence letter and the contractor has provided the required 2 year maintenance bond.

**Commission  
 Recommendations:**

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

**Attachments:**

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

## CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2021-    **ACCEPTING IMPROVEMENTS AND APPROVING MAINTENANCE BOND FOR ESPERANZA SUBDIVISION PHASE 2 IMPROVEMENTS**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), ACCEPTING IMPROVEMENTS AND APPROVING AND ACCEPTING A MAINTENANCE BOND FOR ESPERANZA SUBDIVISION PHASE 2 STREETS AND DRAINAGE IMPROVEMENTS, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING

**WHEREAS**, DNT Construction, LLC. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, Esperanza Subdivision Phase 2 Street and Drainage improvements (“Improvements”) for the City of Drippings Springs; and

**WHEREAS**, the City desires to accept as being complete in accordance with applicable development the Improvements in Esperanza Subdivision Phase 2; and

**WHEREAS**, the City of Dripping Springs City Council (“City Council”) seeks the Contractor to provide a Maintenance Bond (Attachment “A”) conditioned to guarantee for the period of Two (2) Years from and after the date of substantial completion of the Improvements, guaranteeing the materials and workmanship related to Contractor’s Improvements; and

**WHEREAS**, this Resolution conforms with the Maintenance and Guarantee regulation of the City’s Code requiring all public improvements be free from defects for a period of two (2) years; and

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

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

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

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.

2. The City Council hereby accepts the Streets and Drainage Improvements at the Esperanza Subdivision Phase 1.
3. The City Council hereby approves and accepts the Contractor's proposed Maintenance Bond No. PB03016800750M, from Philadelphia Indemnity Insurance Company ("Insurer"), included and attached herein (Attachment "A").
4. Conditioned upon the fiscal guarantee for maintenance from the Contractor and the Insurer, the City shall assume responsibility for the repair, maintenance, and regulation of the Improvements for the benefit of the public.
5. The City Council hereby authorizes the Mayor or the Mayor's designee to execute any documentation on the City's behalf necessary to effectuate the intent and purpose of this Resolution.
6. This Resolution shall take effect immediately upon passage.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED & APPROVED** this, the        day of       , 2021, by a vote of \_\_\_ (*ayes*) to \_\_\_ (*nays*) to \_\_\_ (*abstentions*) of the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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

*Attachment "A"*

**(Insert Maintenance Bond No. PB03016800750M: DNT Construction, LLC, and Philadelphia Indemnity Insurance Company)**

# Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004  
877-438-7459

Bond No. PB03016800750M

## MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Dripping Springs as Obligee, in the penal sum of Nine Hundred Eighty One Thousand Eight Hundred Ninety One and 49/100 (\$981,891.49) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with Esperanza 104, LLC for ESPERANZA SUBDIVISION PHASE TWO, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 19th day of October, 2021.

DNT Construction, LLC

Principal

By: 

Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: 

Jeremy Farque, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

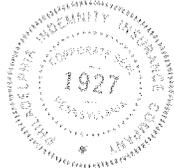
KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



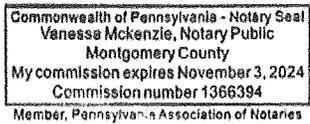
(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

*Vanessa McKenzie*



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19th day of October, 2021.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Engineering Solutions

### ENGINEER'S CONCURRENCE LETTER

**Date: October 20, 2021**

**Project Name: Esperanza Subdivision Phase Two**

**Address: 4900 Bell Springs Road**

**Permit Number: SUB2020-0006**

On this day, I, Dylan C. Holland, P.E., the undersigned professional engineer met with the Project Contractor and made a visual inspection of the above-referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Dripping Springs once the following listed items are corrected to the satisfaction of the Engineer.

Paving, setting water meter boxes, signage and striping, Bac T's, and hydro seeding.



Dylan C. Holland, P.E.

135036

Texas P.E. Serial Number



# City Council Planning Department Staff Report

Item # 8.

**City Council:** November 2, 2021  
**Project No:** ZA2021-0008  
**Project Planner:** Tory Carpenter, Senior Planner

### Item Details

**Project Name:** Hays Street Zoning Change  
**Property Location:** North line of Hays Street at the terminus of Hays Street and Haydon Street  
**Legal Description:** W T CHAPMAN #5 LOT 1,2,3,4,7,8 BLK 1 9-2210-17-02 & 0.68 AKA SPRING ST  
**Applicant:** John Doucet, P.E.; Doucet & Associates, Inc.  
**Property Owner:** Haydon Willie Mae Estate  
**Request:** A zoning map amendment from SF-4 Two-Family Residential – Duplex zone to SF-3 Single-Family Residential – Town Center zone, within the Hays Street Historic District



**Background**

The property is currently zoned SF-4, Two-Family Residential- Duplex.

*Per Ch. 30 Exhibit A, §3.5-3.6*

- **SF-4 Two-family residential – Duplex:** The SF-4, two-family residential district is intended to provide for development of detached, two-family residence structures on moderate size lots of at least 10,000 square feet in size.

The applicant is requesting to rezone the property from SF-4, Two-Family residential – Duplex, to SF-3, Single-Family Residential – Town Center with a conditional overlay that would restrict the site to only allow single-family residential detached housing, as well as prohibits accessory dwelling units, multi-family uses, and places a minimum lot/unit size of 7,540 sq. ft. Furthermore, staff has requested that this conditional overlay have a non-buildable area within 60’ of U.S. 290 right-of-way, and requires a 35’ landscape buffer to be planted at the back of the lots to provide a buffer from the arterial.

- **SF-3 Single-family residential – Town Center:** The SF-3, single family residential district is intended to promote stable, quality, detached-occupancy residential development on individual lots at increased densities. Individual ownership of each lot is encouraged. This district provides a “buffer” or transition district between lower density residential areas and multiple-family or nonresidential areas or major thoroughfares.

**Historic Preservation Commission action.**

At their meeting on October 7, the Historic Preservation Commission approved the design of the residential structures on the property pending approval of the zoning amendment.

**Planning & Zoning Commission action.**

At their meeting on October 26, the Planning & Zoning Commission voted unanimously to recommend approval of the zoning amendment and conditional overlay.

**Site Information**

**Location:**

The Subject property is located northwest of the intersection of Bluff Street and Hays Street, within the Hays Street Historic District.

**Physical and Natural Features:**

The tracts are currently undeveloped with a barn/shop and shed. The tracts contain clusters of heritage trees that will be addressed at the COA and Site Plan.

There is an existing barn on the property which the developer intends to expand and convert to a single-family residence. This barn is 2 feet from the side property line and is considered legal nonconforming since the required setback is 5 feet. The applicant must apply for and be granted a special exception from the Board of Adjustments to expand this nonconforming structure.

**Overview**

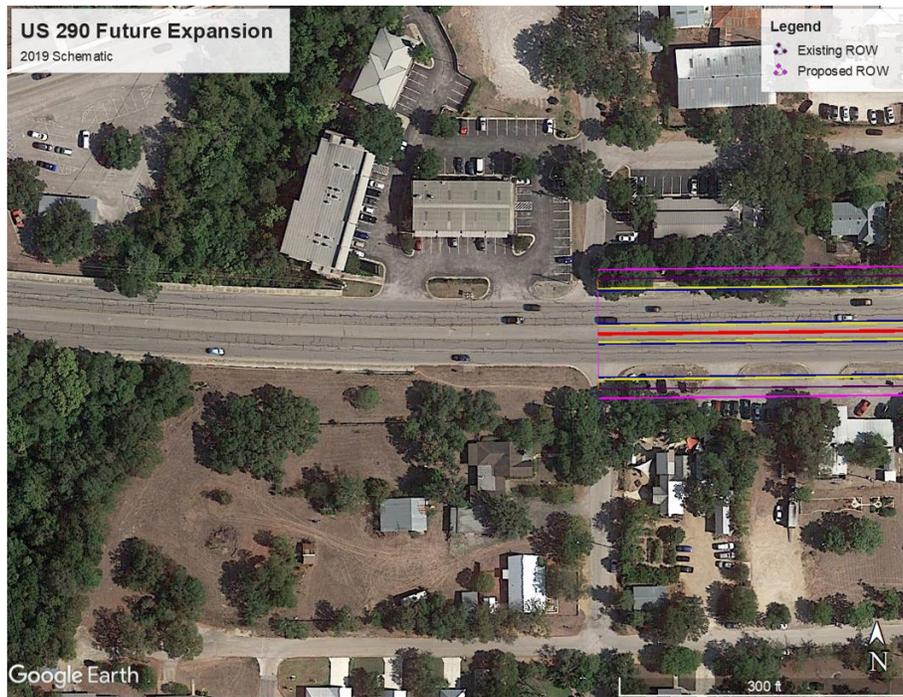
The property is undeveloped and approximately ±1.855 acres. It is found in the Hays Street Historic District and is generally located on the north line of Hays Street at the terminus of Hays Street and Haydon Lane, approximately ±0.4 miles southeast of City Hall. Currently the applicant is requesting a zoning map amendment from SF-4 to SF-3 to develop a proposed detached residential subdivision with lots/units that are a minimum of 7,540 sq. ft.

The following are the development regulations for the current and proposed zoning districts for the site.

	<b>SF-4</b>	<b>SF-3</b>	<b>Differences between SF-4 to SF-3</b>
<b>Max Height</b>	2-1/2 stories, or 40 feet	2-1/2 stories, or 40 feet	None
<b>Min. Lot Size</b>	10,000-sq-ft	3,500-sq-ft	6,500-sq-ft less
<b>Min. Lot Width</b>	70 feet	35 feet	35 feet less
<b>Min. Lot Depth</b>	100 feet	N/A	N/A
<b>Min. Front/Side/Rear Yard Setbacks</b>	20 feet / 10 feet / 20 feet	10 feet / 5 feet / 10 feet	10 feet / 5 feet / 10 feet less
<b>Impervious Cover</b>	50%	65%	15% more

Staff requests that criteria be added to the conditional overlay to preserve the proposed lots from U.S. 290 and future expansions of that arterial. The requests are for 60’ of non-buildable area from the U.S. 290 right-of-way, with a required 35’ landscape buffer required at the rear of the lots. The reason for this request is because of schematics of U.S. 290 in this area show that approximately 30’ of right-of-way will be needed along the north boundary of this property. Furthermore, structures that back onto an arterial should have a significant buffer to provide a barrier from high-level roadways.

The following exhibit shows the future expansion of U.S. 290 as it aligns just east of the property proposed for rezoning. TxDOT plans are proposed to continue this similar right-of-way width, and start tapering toward Sportsplex Dr.



The following language is proposed for the conditional overlay:

**1.3.2. Prohibited Uses:**

- a) Accessory Dwelling Units
- b) Multi-family uses

**1.3.3. Density:**

- a) One (1) dwelling unit per lot/unit.

**1.3.4. Lot Sizes**

- a) Minimum lot size shall be 7,540 sq. ft.

**1.3.5. Non-Buildable Area**

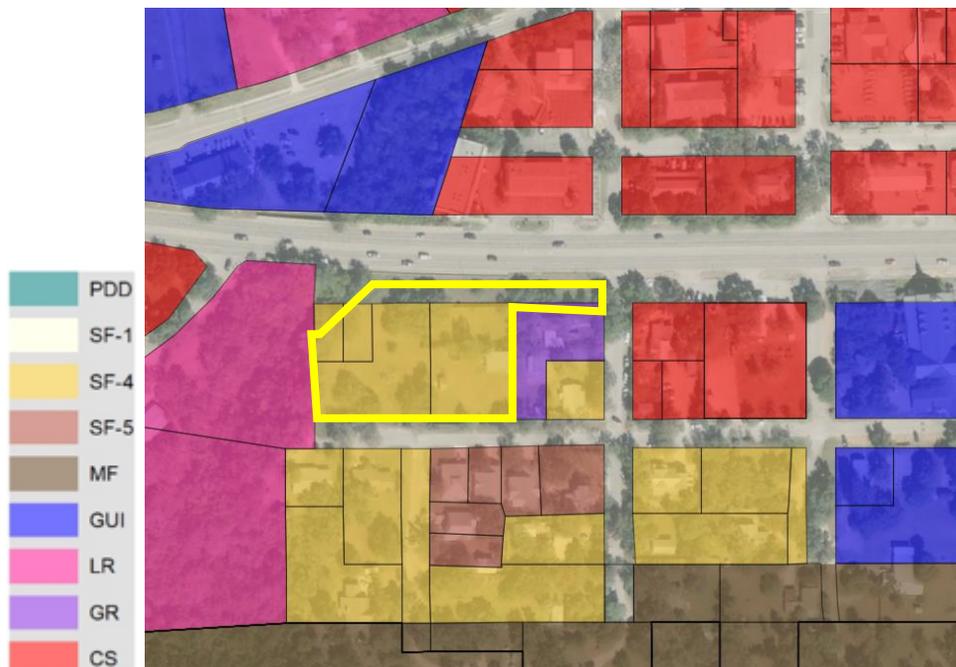
- a) There shall be no structures built within 60 feet from the right-of-way of U.S. 290 as depicted in Attachment A.

**1.3.6. Landscape Buffer**

- a) There shall be a 35-foot landscape buffer planted parallel to U.S. 290 at the rear of the platted residential lots/units.

- b) Planting Requirements:
  - 1. All plant material shall be of native or adapted species.
  - 2. All new proposed shade trees shall be a minimum of four inches in diameter.
  - 3. All proposed ornamental trees shall be a minimum of two inches in diameter.
  - 4. All shrubs shall be a minimum of five-gallon container size and small shrubs/groundcovers a minimum of one-gallon container size.
- c) Landscape buffer spacing requirements. The following landscape buffer spacing requirements shall apply to the 35' landscape buffer.
  - 1. Shade trees (such as live oak or cedar elm). One per 50' of buffer frontage.
  - 2. Ornamental trees (such as crape myrtle or desert willow). One per 25 feet of buffer frontage.
  - 3. Small shrubs/groundcovers, one gallon (such as lantana lirioppe). One per three feet of buffer frontage.
- d) 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.

**Surrounding Properties**



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

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

**Approval Criteria for Zoning Amendment (Chapter 30 Zoning, Exhibit A, Sec 2.28.1 and 2.28.2)**

2.28.2 The Planning & Zoning Commission and the City Council shall consider the following factors:

Factors	Staff Comments
1. whether the proposed change will be appropriate in the immediate area concerned;	The proposed change from SF-4 to SF-3 with a Conditional Overlay is an appropriate change. The Conditional Overlay provides development standards that allows for the Tracts to fit in well with the adjoining lots, as well as provides buffer protections to the lots from U.S. 290.
2. their relationship to the general area and the City as a whole;	Staff worked with the applicant to provide a conditional overlay that complemented the area and the City as a whole.
3. whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;	The tracts are not within any existing or proposed City Plans.
4. the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development;	This rezoning will not impact any undeveloped land in the vicinity with the same zoning district.
5. the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	Moderately/High Dense residential developments are at an influx within the City of Dripping Springs.

<p>6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;</p>	<p>No areas designated for similar development will be affected by this proposed amendment.</p>
<p>7. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and</p>	<p>The proposed change does not treat the subject tracts of land in a manner which is significantly different from decisions made involving other, similarly situated parcels.</p>
<p>8. any other factors which will substantially affect the public health, safety, morals, or general welfare.</p>	<p>The rezoning does not affect the public health, safety, morals, or general welfare.</p>

**Staff Recommendation**

Staff recommends approval of the rezoning request with the proposed Conditional Overlay.

*Planning and Zoning action:*

*2.34.1 The P&Z shall hold a public hearing on a zoning an amendment to the Zoning Ordinance. After all public input has been received and the public hearing closed, the P&Z shall make its recommendations on the proposed zoning request and concept plan, if submitted, stating its findings, its overall evaluation of the request, and its assessment regarding how the request relates to the City's Comprehensive Plan. The P&Z may, on its own motion or at the applicant's request, defer its decision recommendations until it has had an opportunity to consider other information or proposed modifications to the request which may have a direct bearing thereon. If the P&Z elects to postpone or defer its hearing on the request, such action shall specifically state the time period of the postponement by citing the meeting date whereon the request will reappear on the P&Z's agenda.*

*2.34.2 When the P&Z is ready to act upon the zoning request, it may recommend:*

- (a) approval of the request as it was submitted by the applicant;*
- (b) approval of the request subject to certain conditions as in the case of a Planned Development District (PDD) or a Conditional Use Permit (CUP); or*
- (c) disapproval of the request.*

*2.34.3 The P&Z's recommendation will be automatically forwarded to the City Council for a second public hearing thereon.*

**Public Notification**

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the zoning map amendment. To date, no letters for or against the request have been received.

**Attachments**

Exhibit 1 – Zoning Map Amendment Application

Exhibit 2 – Proposed Ordinance & Survey

Recommended Action:	Recommend approval of the requested zoning map amendment for Tracts 1 & 2 with the conditional use overlay.
Alternatives/Options:	Recommend denial of the zoning map amendment.
Budget/Financial Impact:	All fees have been paid.
Public Comments:	None Received at this time.
Enforcement Issues:	N/A
Comprehensive Plan Goal:	Livability /Quality of Life Support Housing Options in Dripping Springs

## CITY OF DRIPPING SPRINGS

## ORDINANCE No. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), REZONING TWO TRACTS OF LAND, TOTALING APPROXIMATELY 1.855 ACRES FROM TWO-FAMILY RESIDENTIAL - DUPLEX (SF-4) TO SINGLE-FAMILY RESIDENTIAL – TOWN CENTER, SF-3; ADOPTING A CONDITIONAL USE OVERLAY; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

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

**WHEREAS**, the City Council finds to be reasonable and necessary the rezoning of the tracts, described more fully in *Attachment “A”* and totaling approximately 1.855 acres, from Two-Family Residential - Duplex (SF-4) to Single-Family residential – Town-Center (SF-3) with a Conditional Use Overlay; and

**WHEREAS**, the City Council finds to be reasonable and necessary the adoption of a conditional use overlay to the tracts in addition to the rezoning, described more fully in *Attachment “B”* and totaling approximately 1.855 acres, from Two-Family Residential - Duplex (SF-4) to Single-Family residential – Town Center (SF-3); and

**WHEREAS**, the City Council recognizes changed conditions and circumstances in the particular location; and

**WHEREAS**, the City Council finds that the zoning change is compatible with the surrounding area and with the City’s Zoning Ordinance and Comprehensive Plan; and

**WHEREAS**, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on October 26, 2021 to consider the proposed amendment and the Planning and Zoning Commission recommended approval of the proposed change; and

**WHEREAS**, after public hearing held by the City Council on November 2, 2021, the City Council voted to approve the recommendation of the Planning and Zoning Commission; and

**WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or 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 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

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

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

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

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

#### **2. ENACTMENT**

Two tracts of land totaling approximately 1.855 acres and described more fully in *Attachment "A"*, is hereby rezoned from Two-Family Residential - Duplex (SF-4) to Single-Family residential – Town Center (SF-3) with a Conditional Use Overlay as attached in Attachment B.

Further, the property will also have a conditional overlay that limits certain development standards on the property. The conditional use overlay is described in *attachment "B"*.

#### **3. REPEALER**

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

#### **4. SEVERABILITY**

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

**5. CHANGE ON ZONING MAP**

The City Administrator is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Dripping Springs, Texas.

**6. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage.

**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, a public hearing was held, and that public notice of the time, place and Purpose of said hearing and meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED & APPROVED** this, the \_\_\_ day of \_\_\_\_\_, 2021, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS:**

by: \_\_\_\_\_

Bill Foulds, Jr., Mayor

**ATTEST:**

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

*Attachment "A" Survey and Metes and Bounds*

**PROPERTY DESCRIPTION**

**BEING A 0.876 OF ONE ACRE OF LAND, BEING A PORTION OF A CALLED 2,996 SQUARE FOOT TRACT AS DESCRIBED IN A DEED TO ALVA AND WILLIE MAE HAYDON RECORDED IN DOCUMENT NO. 70025404, VOLUME 3237, PAGE 802 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND A PORTION OF BLOCK NO. 1 OF THE FIFTH ADDITION OF THE TOWN OF DRIPPING SPRINGS AS CONVEYED IN A DEED TO ALVA HAYDON IN VOLUME 198, PAGE 452 OF THE HAYS COUNTY DEED RECORDS; SAID 0.876 OF ONE ACRE BEGIN MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83 4203.**

**BEGINNING** at a TxDOT Type 1 monument found (TxDOT Sta. 492+00, 150.00' Rt) located on the southerly right of way line of U.S. Hwy 290 in Dripping Springs, Texas;

**THENCE**, with said southerly right of way line, N59°19'41"E, 182.45 feet to a ½-inch iron rod set with cap stamped "AST" for the beginning of a non-tangent curve to the left;

**THENCE**, with the arc of said non-tangent curve to the left 11.38 feet, having a radius of 5730.18 feet, a central angle of 00°06'50" and a chord bearing and distance of S88°14'04"E, 11.38 feet to a ½-inch iron rod set with cap stamped "AST" marking the northeast corner of said 2996 square foot tract, same being the northwest corner of a called 12750 square foot tract described in a deed to Alva Haydon and executed December 9, 1966;

**THENCE**, leaving said southerly right of way line and with the easterly line of said 2996 square foot tract and the westerly line of said 12750 square foot tract, S00°57'47"E, passing at approximately 45.5 feet the northerly line of Blocks 1 and 10 of said Fifth Addition to the Town of Dripping Springs and continuing for a total distance of 246.80 feet to a ½-inch iron rod set with cap stamped "AST" for the southeast corner of the herein described tract and being the southeast corner of said Block 1 and the southwest corner of said Block 10, same being on the northerly right of way line of Hays Street;

**THENCE**, with the northerly right of way line of said Hays Street, same being the southerly line of said Block 1, S89°02'13"W, 190.83 feet to a ½-inch iron rod set with cap stamped "AST" on the easterly line of a 1.741 acre tract of land as described in a deed to TAMBJM, LLC as recorded in Document No. 18014079 of said Official Public Records, same being the southwest corner of said Block 1;

**THENCE**, leaving said northerly right of way line and with the easterly line of said Block 1, same being the westerly line of said 4.741 acre tract, N01°00'16"W, 158.68 feet to a ½-inch iron rod set with cap stamped "AST" on the southerly right of way line of said U.S. Hwy 290;

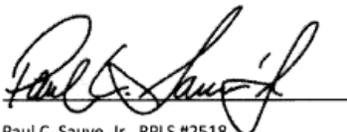
City of Dripping Springs  
Ordinance No

ZA2021-0008

**THENCE**, with said southerly right of way line, S86°11'22"E, 21.18 feet to the **POINT OF BEGINNING** and containing 0.876 of one acre of land, more or less.

**SURVEYOR'S STATEMENT**

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.



Paul C. Sauve, Jr., RPLS #2518  
Austin Spatial Technologies, LLC  
January 18, 2019

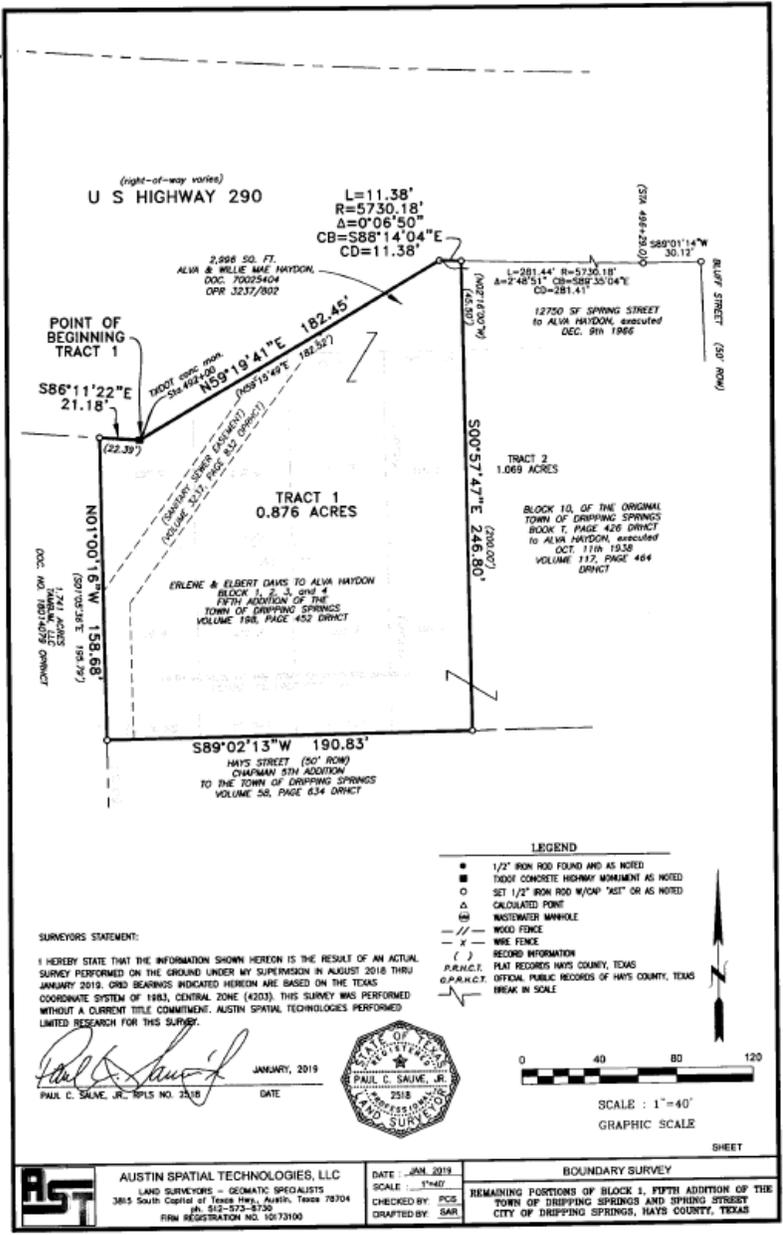


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City of Dripping Springs  
Ordinance No

ZA2021-0008



City of Dripping Springs  
Ordinance No

ZA2021-0008

**PROPERTY DESCRIPTION**

**BEING A 0.979 OF ONE ACRE OF LAND, 42,639 SQ. FT., BEING A ALL OF A CALLED 12,750 SQUARE FOOT TRACT AS DESCRIBED IN A DEED TO ALVA HAYDON RECORDED IN EXECUTED DECEMBER 9, 1966 AND A PORTION OF BLOCK NO. 10 OF THE FIFTH ADDITION OF THE TOWN OF DRIPPING SPRINGS AS CONVEYED IN A DEED TO ALVA HAYDON IN VOLUME 198, PAGE 452 OF THE HAYS COUNTY DEED RECORDS; SAID 0.979 ACRES OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83 4203.**

**COMMENCING** at a TxDOT Type 1 monument found (TxDOT Sta. 492+00, 150.00' Rt) located on the southerly right of way line of U.S. Hwy 290 in Dripping Springs, Texas;

**THENCE**, with said southerly right of way line the following courses and distance:

1. N59°19'41"E, 182.45 feet to a ½-inch iron rod set with cap stamped "AST" for the beginning of a non-tangent curve to the left;
2. with the arc of said non-tangent curve to the left 11.38 feet, having a radius of 5730.18 feet, a central angle of 00°06'50" and a chord bearing and distance of S88°14'04"E, 11.38 feet to a ½-inch iron rod set with cap stamped "AST" marking the northeast corner of said 2996 square foot tract, same being the northwest corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE**, continuing with said southerly right of way line the following courses and distances:

1. continuing along the arc of a said curve to the left, 270.06 feet, having a radius of 5730.18 feet, a central angle of 02°42'01" and a chord bearing and distance of S89°38'29"E, 270.03 feet to a ½-inch iron rod set with cap stamped "AST" (TxDOT Sta. 496+29.0, 50' Rt.)
2. N89°01'14"E, 30.12 feet to a ½-inch iron rod set with cap stamped "AST" on the westerly right of way line of Bluff Street (50 feet wide ROW);

**THENCE**, leaving said southerly right of way and with the westerly right of way line of Bluff Street, S00°58'46"E, 40.58 feet to a ½-inch iron rod set with cap stamped "AST" on the northerly line of said Block 10;

**THENCE**, leaving said westerly right of way line and with the northerly line of said Block 10, S89°03'37"W, 152.60 feet to a ½-inch iron rod set with cap stamped "AST";

**THENCE**, leaving said northerly line and crossing said Block 10, the following courses and distances:

1. S01°22'29"E, 77.69 feet to a ½-inch iron rod set with cap stamped "AST";
2. N88°01'03"E, 1.98 feet to a ½-inch iron rod set with cap stamped "AST";
3. S01°58'57"E, 47.42 feet to a ½-inch iron rod set with cap stamped "AST";
4. S00°57'47"E, 75.00 feet to a ½-inch iron rod set with cap stamped "AST" on the northerly right of way line of Hays Street;

**THENCE**, with said northerly right of way line, same being the southerly line of said Block 10, S89°02'13"W, 150.87 feet to a ½-inch iron rod set with cap stamped "AST", same being the southeast corner of Block 1 of said Fifth Addition to the Town of Dripping Springs;

**THENCE**, leaving said northerly right of way line and with the common line of Blocks 1 and 10, N00°57'47"W, 246.80 feet to the **POINT OF BEGINNING** and containing 0.979 acres of land, more or less.

**SURVEYOR'S STATEMENT**

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.



Paul C. Sauve, Jr., RPLS #2518  
Austin Spatial Technologies, LLC  
January 29, 2019



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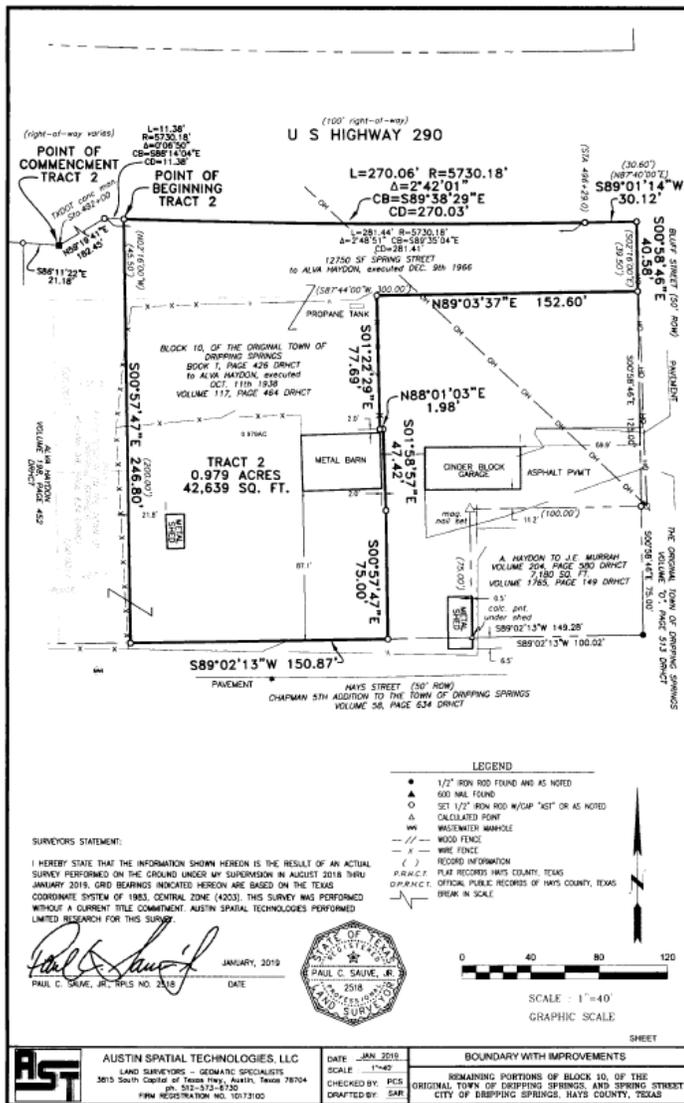
City of Dripping Springs  
Ordinance No

ZA2021-0008

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City of Dripping Springs  
Ordinance No

ZA2021-0008



City of Dripping Springs  
Ordinance No

ZA2021-0008

Attachment "B"

**City of Dripping Springs**

**CODE OF ORDINANCES**

**CHAPTER 30: ZONING**

**EXHIBIT A**

**1.1. Applicability**

This Ordinance shall apply solely to the following tracts, which shall herein be referred to as the subject properties;

Tract 1:

Being a 0.876 of one acre of land, being a portion of a called 2,996 square foot tract as described in a deed to Alva and Willie Mae Haydon recorded in document no. 70025404, volume 3237, page 802 of the official public records of Hays County, Texas and a portion of block No. 1 of the fifth addition of the town of dripping springs as conveyed in a deed to Alva Haydon in volume 198, page 452 of the Hays County Deed records;

Tract 2:

Being a 0.979 of one acre of land, 42,639 sq. ft., being all of a called 12,750 square foot tract as described in a deed to Alva Haydon recorded in executed December 9, 1966 and a portion of block No. 10 of the fifth addition of the town of Dripping Springs as conveyed in a deed to Alva Haydon in volume 198, page 452 of the Hays County deed records;

**1.2. Base Zoning District**

Except as provided in section 1.3 (below), the subject property shall be governed by the rules applying in Single-Family Residential – Town Center (SF-3) zoning district.

**1.3. Overlay**

**1.3.1.** The Conditional Overlay is hereby amended and effectuated upon the subject property. The boundary of the Overlay District shall be coterminous with the perimeter of the subject properties.

City of Dripping Springs  
Ordinance No

ZA2021-0008

**1.3.2.** Only uses listed in the conditional use overlay are permitted.

Permitted Uses:

- a) Single-Family Dwelling, Detached
- b) Swimming Pool, Private
- c) Accessory building/structures (residential)

**1.3.3.** Density:

- a) One (1) dwelling unit per lot/unit.

**1.3.4.** Lot Sizes

- a) Minimum lot size shall be 7,500 sq. ft.

**1.3.5.** Non-Buildable Area

- a) There shall be no structures built within 60 feet from the right-of-way of U.S. 290 as depicted in Attachment A.

**1.3.6.** Landscape Buffer

- a) There shall be a 35-foot wide by approximately 140-foot long landscape buffer planted parallel to U.S. 290 at the rear of the platted residential lots/units as depicted on the attached Conceptual Plan.
- b) Planting Requirements:
  - a. All plant material shall be of native or adapted species.
  - b. All new proposed shade trees shall be a minimum of four inches in diameter.
  - c. All proposed ornamental trees shall be a minimum of two inches in diameter.
  - d. All shrubs shall be a minimum of five-gallon container size and small shrubs/groundcovers a minimum of one-gallon container size.
- c) Landscape buffer spacing requirements. The following landscape buffer spacing requirements shall apply to the 35' landscape buffer.
  - a. Shade trees (such as live oak or cedar elm). One per 50' of buffer frontage.
  - b. Ornamental trees (such as crape myrtle or desert willow). One per 25 feet of buffer frontage.
  - c. Small shrubs/groundcovers, one-gallon (such as lantana liriopse). One per three feet of buffer frontage.
- d) 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.

DRAFT



**DRIPPING SPRINGS**  
Texas

Item # 8.

City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

**ZONING/PDD AMENDMENT APPLICATION**

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

**CONTACT INFORMATION**

PROPERTY OWNER NAME Charles W. & Sherry E. Haydon / Robert L. & Martha Haydon

STREET ADDRESS 601 Gatlin Creek Road

CITY Dripping Springs STATE TX ZIP CODE 78620

PHONE 512-924-7728 EMAIL 601charliesherry@gmail.com

APPLICANT NAME John Doucet, P.E.

COMPANY Doucet & Associates, Inc.

STREET ADDRESS 7401B Hwy. 71 W., Ste. 160

CITY Austin STATE TX ZIP CODE 78735

PHONE 512-517-3485 EMAIL jdoucet@doucetengineers.com

**REASONS FOR AMENDMENT**

TO CORRECT ANY ERROR IN THE REGULATION OR MAP

TO RECOGNIZE CHANGES IN TECHNOLOGY, STYLE OF LIVING, OR MANNER OF CONDUCTING BUSINESS

TO RECOGNIZE CHANGED CONDITIONS OR CIRCUMSTANCES IN A PARTICULAR LOCALITY

TO MAKE CHANGES IN ORDER TO IMPLEMENT POLICIES REFLECTED WITHIN THE COMPREHENSIVE PLAN

## PROPERTY & ZONING INFORMATION

PROPERTY OWNER NAME	Willie Mae Haydon Estate c/o Charles W. & Robert L. Haydon
PROPERTY ADDRESS	102 South Bluff Street, Dripping Springs, TX 78620
CURRENT LEGAL DESCRIPTION	W T CHAPMAN #5 LOT 1,2,3,4,7,8 BLK 1 9-2210-17-02 & 0.68 AKA SPRING ST
TAX ID#	R23586
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	SF4
REQUESTED ZONING/AMENDMENT TO PDD	SF3
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	Proposed zoning change is to reflect the proposed replat of the property into six residential lots.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	See attached conceptual plan and description

### COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? \*

*(See attached agreement).*

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

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

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

**APPLICANT'S SIGNATURE**

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

(As recorded in the Hays County Property Deed Records, Vol. \_\_\_\_\_, Pg. \_\_\_\_\_.) Cause #18-0113

Charles W. Hayden  
Name

Owner  
Title

STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on the 8<sup>th</sup> day of September

2021 by Charles W. Hayden

Keely K. Odell  
Notary Public, State of Texas

My Commission Expires: May 17, 2025

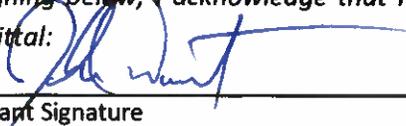
John Doucet, Doucet & Associates, Inc.

Name of Applicant



## ZONING AMENDMENT SUBMITTAL

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

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

9/07/2021  
 \_\_\_\_\_  
 Date

### CHECKLIST

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

Exempt

Date, initials



### LIGHTING ORDINANCE COMPLIANCE AGREEMENT

Property Address: 102 S Bluff St, Dripping Springs, Texas 78620

Commercial  Residential

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

John Doucet, P.E., (Doucet & Associates, Inc.)

Applicant's Address: 7401B Highway 71 West, Suite 160, Austin, Texas 78735

Applicant's Email: jdoucet@doucetengineers.com

**VOLUNTARY COMPLIANCE** with mitigation conditions:

**MANDATORY COMPLIANCE:**

**IF APPLYING FOR:**

- |  |   |
|--|---|
| <input type="checkbox"/> Conditional Use Permit                  | <input type="checkbox"/> Site Development Permit        |
| <input checked="" type="checkbox"/> Zoning Amendment Application | <input type="checkbox"/> Sign Permit                    |
| <input type="checkbox"/> Subdivision Approval                    | <input type="checkbox"/> Alcoholic Beverage Permit      |
| <input type="checkbox"/> Building Permit                         | <input type="checkbox"/> Food Establishment Permit      |
|  | <input type="checkbox"/> On-Site Sewage Facility Permit |

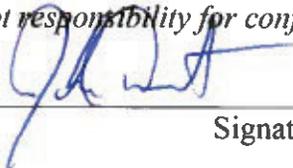
By applying for a **Conditional Use Permit, Zoning Amendment Application, Subdivision Approval, or Building Permit** for a major addition, all existing outdoor lighting shall be brought into conformance with the City of Dripping Spring's Lighting Ordinance (see Ch. 24, Sec 1, 24.06.005 in CODS Code of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

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

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

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

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

  
Signature

9/7/21  
Date



September 8, 2022

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

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

Dear Ms. Mueller,

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

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

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

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



**DOUCET**

7401B Highway 71 West, Item # 8.  
Austin, TX 78733  
Office: 512.583.2600  
Fax: 512.583.2601  
DoucetEngineers.com

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

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

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

Sincerely,

John D Doucet, P.E.

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

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

## CITY OF DRIPPING SPRINGS

## RESOLUTION NO. 2015-10

**VISION STATEMENTS AND IMPLEMENTATION STANDARDS  
AND GUIDELINES FOR HISTORIC DISTRICTS**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS  
AMENDING THE HISTORIC PRESERVATION PROGRAM  
IMPLEMENTATION MANUAL TO INCLUDE VISION  
STATEMENTS AND DESIGN AND DEVELOPMENT  
STANDARDS FOR HISTORIC DISTRICTS

- WHEREAS,** the City of Dripping Springs City Council adopted the “City of Dripping Springs Historic Preservation Program Implementation Manual” on September 11, 2007;
- WHEREAS,** the “Historic Preservation Program Implementation Manual” includes design and development standards for Historic Districts;
- WHEREAS,** the Implementation Manual should be reviewed from time to time and may be modified and new design and development guidelines may be adopted in accordance with the City of Dripping Springs Code of Ordinances, Section 24.07.012 (a);
- WHEREAS,** City staff developed vision statements (incorporated herein as *Attachment “A”*) to encourage the preservation of existing structures and compatible growth in the historic districts; and
- WHEREAS,** City Staff has reviewed the current design and development standards and recommend that they be amended in light of the vision statements; and
- WHEREAS,** the City Council finds it to be reasonable, necessary, and in the public interest to review and amend the Implementation Manual.

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

1. The Council hereby amends the Implementation Manual to include Historic Districts Vision Statements in accordance with *Attachment “A”*, incorporated herein.
2. The Council hereby amends the Implementation Manual to include Design Development Standards in accordance with *Attachment “B”*, incorporated herein.
3. The City Secretary is directed to post the amended Implementation Manual on the City’s website and make it available to the public at City Hall.

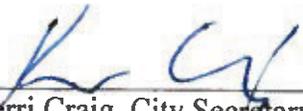
- 4. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED & APPROVED** this, the 17<sup>th</sup> day of February 2015, by a vote of 4 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS**

by:   
Mayor Pro Tem Bill Foulds

**ATTEST:**

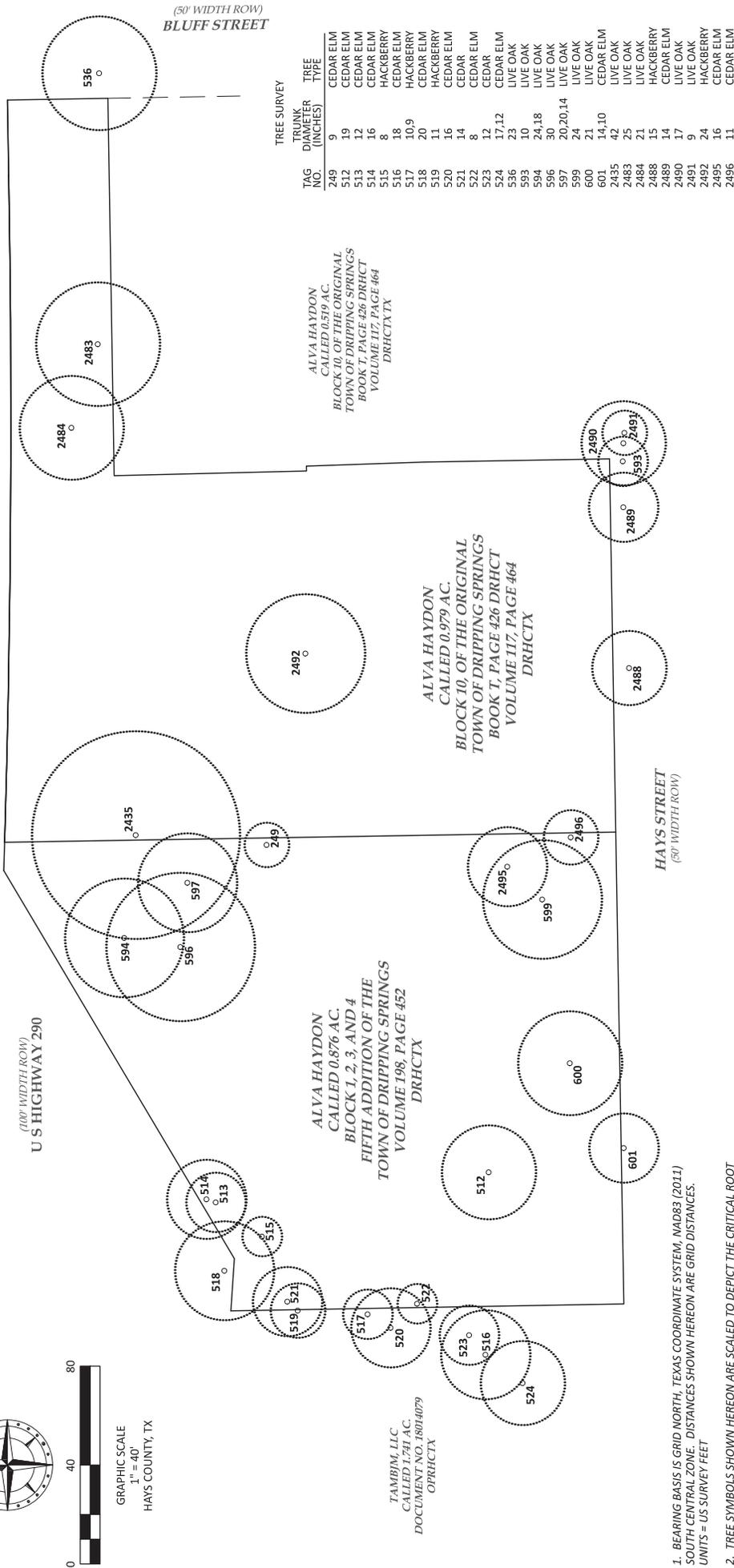
  
Kerri Craig, City Secretary

*Attachment "A"*  
*Addendum to the Historic Preservation Program Implementation Manual*  
*Adopted September 11, 2007*

**CITY OF DRIPPING SPRINGS**  
**DRIPPING SPRINGS HISTORIC DISTRICTS VISION STATEMENTS**  
*February 17, 2015*



GRAPHIC SCALE  
1" = 40'  
HAYS COUNTY, TX



TAG NO.	TRUNK DIAMETER (INCHES)	TREE TYPE
249	9	CEDAR ELM
512	19	CEDAR ELM
513	12	CEDAR ELM
514	16	CEDAR ELM
515	8	HACKBERRY
516	8	CEDAR ELM
517	10.9	HACKBERRY
518	20.9	CEDAR ELM
519	11	HACKBERRY
520	16	CEDAR ELM
521	4	CEDAR ELM
522	9	CEDAR ELM
523	17.12	CEDAR ELM
524	23	LIVE OAK
525	10	LIVE OAK
526	24.18	LIVE OAK
527	30	LIVE OAK
528	20.20.14	LIVE OAK
529	24	LIVE OAK
530	21	LIVE OAK
531	14.10	CEDAR ELM
532	2435	LIVE OAK
533	42	LIVE OAK
534	2483	LIVE OAK
535	2484	LIVE OAK
536	2488	LIVE OAK
537	2489	HACKBERRY
538	14	CEDAR ELM
539	17	LIVE OAK
540	2491	LIVE OAK
541	2492	HACKBERRY
542	2495	CEDAR ELM
543	2496	CEDAR ELM

SHEET 1 OF 1

**WHITECAP SURVEY COMPANY**  
 WHITECAP SURVEY COMPANY, LLC  
 TBPLS FIRM NO. 10194424  
 PO BOX 1225  
 DRIPPING SPRINGS, TX 78620  
 (512) 808-0102  
 EMAIL: INFO@WHITECAPSURVEY.COM

Item # 8.

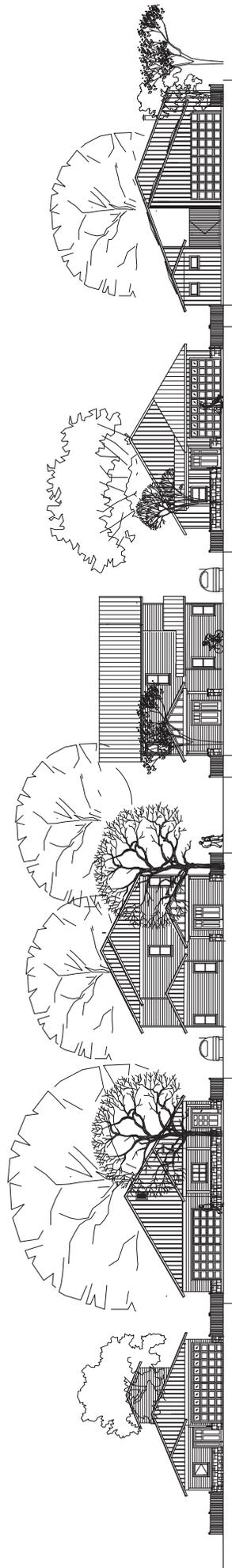
**REMAINING PORTIONS OF BLOCK 10, OF THE ORIGINAL TOWN OF DRIPPING SPRINGS, AND SPRING STREET CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS.**

PROJECT NAME:	HAYDON TREE SURVEY
CLIENT:	RANDY LAWRENCE- HOMES
JOB NUMBER:	1900125
SURVEY DATE:	DECEMBER 3, 2019
SURVEYOR:	WH
TECHNICIAN:	WH, LH

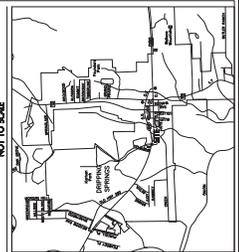
LEGEND  
 ..... CRITICAL ROOT ZONE  
 ——— SUBJECT TRACT BOUNDARY  
 DRHCTX DEED RECORDS  
 OPRHCTX OFFICIAL PUBLIC RECORDS  
 HAYS COUNTY, TEXAS  
 HAYS COUNTY, TEXAS

1. BEARING BASIS IS GRID NORTH, TEXAS COORDINATE SYSTEM, NAD83 (2011) SOUTH CENTRAL ZONE. DISTANCES SHOWN HEREON ARE GRID DISTANCES. UNITS = US SURVEY FEET
2. TREE SYMBOLS SHOWN HEREON ARE SCALED TO DEPICT THE CRITICAL ROOT ZONE BASED ON THE FOLLOWING FORMULA - DIAMETER OF TREE (INCHES DBH) x 2 = DIAMETER FEET OF CRITICAL ROOT ZONE. CRITICAL ROOT ZONES OF TREES WITH MULTIPLE TRUNKS ARE DEPICTED BY USING THE LARGEST MEASURED TRUNK.
3. WHITECAP SURVEY COMPANY, LLC DOES NOT EMPLOY TREE ARBORISTS OR TREE SPECIALISTS. TREE TYPES LISTED HEREON SHOULD BE VERIFIED.
4. PROPERTY LINES SHOWN HEREON ARE BASED ON SURVEY PERFORMED BY AUSTIN SPATIAL TECHNOLOGIES, LLC, DATED JANUARY, 2019. THIS BOUNDARY DELINEATION IS NOT INTENDED AS A COMPLETE BOUNDARY SURVEY, IS FOR DESIGN PURPOSES ONLY, AND IS NOT TO BE RECORDED FOR ANY REASON. REESTABLISHING PROPERTY CORNERS FOUND TO BE MISSING, DISTURBED, OR OBLITERATED WAS BEYOND THE SCOPE OF SERVICES OF THIS SURVEY.





**VICINITY MAP**  
8/27/2021



**COULTRIDGE MODEL:**  
THIS SURVEY IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH CORRECTION). ALL ANGLES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE TO GRID BY USING THE SURFACE UNITS: US SURVEY FEET.

**THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF ANY TITLE COMMITMENT, EASEMENTS, OR OTHER UTILITIES OR RECORDS THAT MAY EXIST, WHICH NONE ARE SHOWN.**

**TREE SURVEY NOTE:**  
THE CANOPY/ROOT ZONE (RZ) SHOWN HEREON WERE MEASURED USING THE CANOPY/ROOT ZONE (RZ) MEASUREMENT TECHNIQUE. THE CANOPY/ROOT ZONE (RZ) IS THE DIAMETER OF THE TRUNK, TREE DIAMETER WAS DETERMINED BY THE SUM OF THE PRIMARY TRUNK DIAMETER (IN FEET) AND THE DIAMETER OF THE TRUNK (IN INCHES) OF EACH ADDITIONAL TRUNK.

**UTILITY NOTE:**  
SOME POSSIBLE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN HEREON AS PRECAUTIONS. MEASURE & ASSOCIATES DOES NOT TAKE RESPONSIBILITY FOR THE ACCURACY OF THESE UTILITIES. THE LOCATION OF UNDERGROUND UTILITIES WITHIN OR AROUND THE SUBJECT SITE ALL UTILITIES SHOULD BE FIELD VERIFIED AND CHECKED BY CONTRACTOR.

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

**U.S. HIGHWAY 290  
(100' WIDE R.O.W.)**

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

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



**LINE TABLE**

LINE	BEARING	DISTANCE
L.1	S89°05'57"W	152.67'
L.2	N87°45'11"E	2.04'
L.3	S89°11'09"E	21.81'

**CURVE TABLE**

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	6,720.16'	0°08'52"	S89°59'57"E	41.45'
C2	300.24'	6°00'08"	S89°45'14"E	300.21'

**TREE TABLE**

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

**Item # 8.**

Date: 8-27-2021  
Scale: 1"=40'  
Drawn By: [Blank]  
Reviewed: [Blank]  
Project: [Blank]  
Sheets: [Blank]  
Field Book: [Blank]  
Party Chief: [Blank]  
Survey Date: [Blank]

**DA DOUCET & ASSOCIATES**  
Civil Engineering - Planning - Geospatial  
7401 B. Highway 71 W, Suite 160  
Austin, Texas 78735, Phone: (512)-583-2600  
www.doucetengineers.com  
TBPELS Firm #10105800 / TBPE Firm #9337

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**DRIPPING SPRINGS**  
Texas

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

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

**Date:** November 2, 2021

**RE:** FY 2022 Proposed Budget Amendment #1

**General Fund:**

**Revenues:**

- Balance Fwd has been increased by **\$32,942.50** (From \$1,573,178.86 to \$1,606,121.36)
  - It was anticipated that the Park Wayfinding Signage project would be completed in FY 2021. By the end of September only \$7,057.50 of the \$40,000.00 project had been spent, leaving a balance of \$32,942.50.

**Expenditures:**

- Emergency Management Equipment has been decreased by **\$25,000.00** (From \$50,970.00 to \$25,970.00)
  - This \$25,000.00 was budget to purchase a generator. This purchase is eligible to be paid for with being Coronavirus Local Fiscal Recovery Funds (CLFRF) and is being move to that line item.
- Coronavirus Local Fiscal Recovery Funds (CLFRF) expenditures have been added in the amount of **\$66,083.89**
  - Being funded from this line item is the purchase of a generator which is portable and can be used at both the DSRP and City Hall. The total cost for the generator is \$ 41,312.50. Originally, only \$25,000.00, and was only expected to be used at the DSRP. The additional \$16,312.50 will allow for the purchase of a generator with more functionality which can also be used at City Hall.
  - Additionally, CLFRF Funds are proposed to be used to make improvements and add functionality to the Audio-Visual System in Council Chambers. Total costs for the proposed improvements is \$24,771.39.

**Parks Revenues:**

- TXF from Parkland Development has been increased by **\$10,000.00** (From \$111,731.40 to \$121,731.40)
  - This additional revenue will be utilized to fund a contract to evaluate connectivity at Rathgeber Natural Resource Park.

**Parks Expenditures:**

- Park Consultants expenditures have been added in the amount of **\$10,000.00**
  - This expenditure will be utilized to fund a contract to evaluate connectivity at Rathgeber Natural Resource Park and is being funded through a transfer from the Parkland Development Fund.
- All Parks Public Improvements expenditures have been added in the amount of **\$32,942.50**
  - This funding is being included to complete the Park Wayfinding Signage project which was expected to be completed in FY 2021.

**Parkland Development Fund:****Expenses:**

- Transfer to Parks has been increased by **\$10,000.00** (From \$111,731.40 to \$121,731.40)
  - This transfer is being made to provide funding in the General Fund to fund a contract to evaluate connectivity at Rathgeber Natural Resource Park.

**Landscaping Fund:****Expenses:**

- Historic District has been increased by **\$108.00** (From \$3,850.00 to \$3,958.00)
  - For FY 2022 \$3,850.00 was budgeted to purchase new planters and plants for the Historic District. The cost of the planters came in slightly higher than originally anticipated (\$3,858.00). An additional \$100.00 has been included for the purchase of plants.

**Dripping Springs Ranch Park Operating Fund:****Revenues:**

- TXF from HOT has been increased by **\$15,000.00** (From \$253,501.87 to \$268,501.87)
  - It was anticipated that this revenue would be transferred in FY 2021, however, the necessary parts for the project this money was funding were unable to be ordered before the end of September 2021, and therefore a transfer in FY 2021 was not necessary.

**Expenses:**

- General Maintenance and Repair has been increased by **\$15,000.00** (From \$96,828.92 to \$111,828.92)
  - These repairs were anticipated to be completed in FY 2021; however, the necessary parts were unable to be ordered before the end of September 2021. This additional expenditure is for the installation of needed replacement toilets and is funded from the additional HOT funds identified above.

**Hotel Occupancy Tax Fund:****Revenues:**

- Balance Fwd has been increased by **\$15,000.00** (From \$119,311.87 to \$134,311.87)
  - The increased balance forward is due to approved transfers included in FY 2021 not being made.

**Expenses:**

- TXF to Event Center has been increased by **\$15,000.00** (From \$253,501.87 to \$268,501.87)
  - A transfer of \$15,000.00 was included in the FY 2021 Amended Budget but was not made. It is being added to the approved transfer for FY 2022. These additional are being utilized for the installation of needed replacement toilets.

**Wastewater Utility Fund:****Revenues:**

- Balance Fwd has been increased by **\$25,000.00** (From \$7,626,168.13 to \$7,651,168.13)

- FY 2021 included \$25,000.00 in funding for the Wastewater SCADA system. The final installation system was not able to be completed in FY 2021. The funding is being included in the Balance Forward to fund the project for FY 2022.

**Expenses:**

- Non-Routine Operations has been increased by **\$25,000.00** (From \$65,000.00 to \$90,000.00)
  - \$25,000.00 is being added for the completion of the SCADA project mentioned above.

**TIRZ 1:**

**Expenses:**

- Stakeholder Reimbursement is being added in the amount of **\$156,200.76\***
  - The TIRZ Board Recommended the City Council amended the FY 2022 Adopted Budget to include reimbursement to the TIRZ Stakeholders. The stake holder reimbursement from TIRZ 1 is as follows:
    - City = \$101,527.33
    - Library = \$39,074.93
    - DSISD = \$15,598.50

**TIRZ 2:**

**Expenses:**

- Stakeholder Reimbursement is being added in the amount of **\$43,799.24\***
  - The TIRZ Board Recommended the City Council amended the FY 2022 Adopted Budget to include reimbursement to the TIRZ Stakeholders. The stake holder reimbursement from TIRZ 2 is as follows:
    - City = \$25,574.67
    - Library = \$13,025.07
    - DSISD = \$5,199.50

\*P3 Works provided the attached chart to outline the breakdown of \$200,000.00 proposed reimbursement between the stakeholders. The total proposed was divided between TIRZ 1 & TIRZ 2 based on the percentage of the total remaining to be refunded from each fund.



Table 13 - Proposed Reimbursement						
	TIRZ No. 1	TIRZ No. 2	Total	% of Total	Proposed Reimbursement Amount [a]	
<b>Total to be Reimbursed</b>	\$ 567,603	\$ 159,158	\$ 726,761	100.00%	\$	<b>200,000</b>
<i>City (\$60,971 Reimbursed)</i>	\$ 368,929	\$ 92,933	\$ 461,862	63.55%	\$	127,102
<i>County (\$290,000 Reimbursed)</i>	\$ -	\$ -	\$ -	0.00%	\$	-
<i>Library</i>	\$ 141,992	\$ 47,331	\$ 189,322	26.05%	\$	52,100
<i>DSISD</i>	\$ 56,682	\$ 18,894	\$ 75,577	10.40%	\$	20,798

[a] Assumes \$200,000 used for reimbursement.

**CITY OF DRIPPING SPRINGS**

**ORDINANCE NO. 2021-\_\_\_\_\_**

**BUDGET AMENDMENT**

**AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS  
AMENDING THE CURRENT 2021-2022 FISCAL YEAR BUDGET;  
FINDING MUNICIPAL PURPOSES; AUTHORIZING  
EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Dripping Springs (“City Council”) seeks to amend and otherwise modify the City’s budget for Fiscal Year 2021-2022; and

**WHEREAS**, the City has had a need to adjust line items in the General and Wastewater 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 2021-2022 shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

## 2. BUDGET AMENDMENTS

The City of Dripping Springs' budget for Fiscal Year 2021-2022 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

### **General Fund Amendments:**

#### **Revenues:**

- Balance Fwd has been increased by **\$32,942.50** (From \$1,573,178.86 to \$1,606,121.36)

#### **Expenditures:**

- Emergency Management Equipment has been decreased by **\$25,000.00** (From \$50,970.00 to \$25,970.00)
- Coronavirus Local Fiscal Recovery Funds (CLFRF) expenditures have been added in the amount of **\$66,083.89**

#### **Park Revenues:**

- TXF from Parkland Development has been increased by **\$10,000.00** (From \$111,731.40 to \$121,731.40)

#### **Park Expenditures:**

- Park Consultants expenditures have been added in the amount of **\$10,000.00**
- All Parks Public Improvements expenditures have been added in the amount of **\$32,942.50**

### **Parkland Development Fund:**

#### **Expenditures:**

- Transfer to Parks has been increased by **\$10,000.00** (From \$111,731.40 to \$121,731.40)

### **Landscaping Fund:**

#### **Expenditures:**

- Historic District has been increased by **\$108.00** (From \$3,850.00 to \$3,958.00)

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

#### **Revenues:**

- TXF from HOT has been increased by **\$15,000.00** (From \$253,501.87 to \$268,501.87)

#### **Expenditures:**

- General Maintenance and Repair has been increased by **\$15,000.00** (From \$96,828.92 to \$111,828.92)

**Hotel Occupancy Tax Fund:****Revenues:**

- Balance Fwd has been increased by **\$15,000.00** (From \$119,311.87 to \$134,311.87)

**Expenditures:**

- TXF to Event Center has been increased by **\$15,000.00** (From \$253,501.87 to \$268,501.87)

**Wastewater Utility Fund:****Revenues:**

- Balance Fwd has been increased by **\$25,000.00** (From \$7,626,168.13 to \$7,651,168.13)

**Expenditures:**

- Non-Routine Operations has been increased by **\$25,000.00** (From \$65,000.00 to \$90,000.00)

**TIRZ 1:****Expenditures:**

- Stakeholder Reimbursement is being added in the amount of **\$156,200.76**

**TIRZ 2:****Expenditures:**

- Stakeholder Reimbursement is being added in the amount of **\$43,799.24**

**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 2<sup>nd</sup> day of November, 2021 by a vote of \_\_\_ (*ayes*) to \_\_\_ (*nays*) to \_\_\_ (*abstentions*) of the City Council of Dripping Springs, Texas.

### CITY OF DRIPPING SPRINGS:

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

### ATTEST:

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

	FY 2022 Adopted	FY 2022 Proposed Amendment	Change
<b>CITY - GENERAL FUND</b>			
<b>Balance Forward</b>	1,573,178.86	1,606,121.36	32,942.50
<b>Revenue</b>			
AD Valorem	1,983,491.97		
AV P&I	4,000.00		
Sales Tax	3,796,125.70		
Mixed Beverage	60,000.00		
Alcohol Permits	7,085.00		
Fire Inspections	10,000.00		
Bank Interest	40,000.00		
Development Fees:			
- Subdivision	656,006.25		
- Site Dev	239,108.41		
- Zoning/Signs/Ord	65,000.00		
Building Code	1,500,000.00		
Transportation	-		
Solid Waste	40,000.00		
Health Permits/Inspections	60,000.00		
Municipal Court	250.00		
Other Income	40,000.00		
TXF from Capital Improvements	300,000.00		
TXF DSRP On Call	10,400.00		
TXF from HOT	4,305.00		
FEMA Dam Repair	-		
CARES Act	-		
Coronavirus Local Fiscal Recovery Funds (CLFRF)	707,181.10		
<b>Total</b>	<b>11,096,132.29</b>	<b>11,129,074.79</b>	<b>32,942.50</b>
<b>Expense</b>			
Supplies	25,000.00		
Office IT Equipment and Support	70,890.00		
Software Purchase, Agreements and Licenses	165,142.00		
Website	6,625.00		
Communications Network/Phone	31,000.00		
Miscellaneous Office Equipment	6,000.00		
Utilities:			
- Street Lights	20,000.00		
- Streets Water	4,000.00		
- Office Electric	4,500.00		
- Office Water	650.00		
- Stephenson Electric	1,500.00		
- Stephenson Water	500.00		
Transportation:			

	FY 2022 Adopted	FY 2022 Proposed Amendment	Change
- Improvement Projects	775,000.00		
- Street & ROW Maintenance	184,250.00		
- Street Improvements	592,087.25		
Office Maintenance/Repairs	11,060.00		
Stephenson Building & Lawn Maintenance	5,500.00		
Maintenance Equipment	47,878.00		
Equipment Maintenance	3,000.00		
Maintenance Supplies	4,600.00		
Fleet Acquisition	196,700.00		
Fleet Maintenance	18,800.00		
City Hall Improvements	5,000.00		
Uniforms	7,760.00		
Special Projects:			
- Family Violence Ctr	7,000.00		
- Lighting Compliance	2,000.00		
- Economic Development	10,000.00		
- Records Management	1,220.00		
- Government Affairs	-		
- Stephenson Parking Lot Improvements	-		
- Stephenson Building Rehabilitation	14,000.00		
- OFR Grant Writer	7,500.00		
- Comprehensive Plan/Future Land Use Map	175,000.00		
- Land Acquisition	10,000.00		
- Downtown Bathroom	100,000.00		
Public Safety:			
- Emergency Management Equipment	50,970.00	25,970.00	(25,000.00)
- Emergency Equipment Fire & Safety	2,118.00		
- Emergency Mgt PR	2,000.00		
- Emergency Equipment Maintenance & Service	5,860.00		
- Animal Control	3,400.00		
Public Relations	7,488.00		
Postage	3,200.00		
TML Insurance:			
- Liability	20,850.00		
- Property	34,646.00		
- Workers' Comp	25,000.00		
Dues, Fees, Subscriptions	30,000.00		
Public Notices	6,000.00		
City Sponsored Events	5,000.00		
Election	8,000.00		
Salaries	2,249,643.70		
Taxes	180,413.74		
Benefits	238,768.10		

	FY 2022 Adopted	FY 2022 Proposed Amendment	Change
Retirement	133,118.97		
DSRP Salaries	376,654.59		
DSRP Taxes	30,032.28		
DSRP Benefits	54,436.25		
DSRP Retirement	19,323.28		
Professional Services:			
- Financial Services	115,000.00		
- Engineering	70,000.00		
- Special Counsel and Consultants	59,000.00		
- Muni Court	15,500.00		
- Bldg. Inspector	750,000.00		
- Health Inspector	50,000.00		
- Architectural and Landscape Consultants	5,000.00		
- Historic District Consultant	3,500.00		
- Lighting Consultant	1,000.00		
- Human Resource Consultant	10,000.00		
Training/CE	83,623.90		
Code Publication	5,350.00		
Mileage	2,000.00		
Miscellaneous Office Expense	10,000.00		
Bad Debt Expense	5,000.00		
Contingencies/Emergency Fund	50,000.00		
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	66,083.89	66,083.89
TXF to Reserve Fund	200,000.00		
TXF AV to TIF	200,244.23		
TXF to TIRZ	250,000.00		
Sales Tax TXF to WWU	759,225.14		
SPA & ECO D TXF	218,656.84		
TXF to DSRP	75,000.00		
TXF to Capital Improvement Fund	-		
TXF to Vehicle Replacement Fund	25,462.00		
<b>Total</b>	<b>8,964,647.27</b>	<b>9,005,731.16</b>	<b>41,083.89</b>

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

Sponsorships and Donations	7,800.00
City Sponsored Events	1,227.00
Programs and Events	5,000.00
Community Service Permit Fees	4,400.00
Aquatics Program Income	85,800.00
Pool and Pavilion	16,800.00
Park Rental Fees	5,350.00
Reimbursement of Utility Costs	8,000.00

## Attachment "A"

Item # 9.

	FY 2022 Adopted	FY 2022 Proposed Amendment	Change
TXF from HOT Fund	2,000.00		
TXF from Parkland Dedication	113,462.80		
TXF from Parkland Development	111,731.40	121,731.40	10,000.00
TXF from Landscaping Fund	4,000.00		
TXF from Contingency Funds	-		
TXF from DSRP	-		
<b>Total Revenue</b>	<b>365,571.20</b>	<b>375,571.20</b>	<b>10,000.00</b>
<b>Expense</b>			
Other	11,500.00		
Park Consultants	-	10,000.00	10,000.00
Pool Operations	-		
Park Supplies	-		
Dues Fees and Subscriptions	1,337.50		
Advertising & Marketing	6,500.00		
DS Ranch House Furniture & Equipment	-		
<b>Total Other</b>	<b>19,337.50</b>	<b>29,337.50</b>	<b>10,000.00</b>
<b>Public Improvements</b>			
All Parks	-	32,942.50	32,942.50
Triangle Improvement	2,000.00		
Rathgeber Improvements	-		
Founders Park	67,731.40		
S & R Park	-		
Charro Ranch Park	1,800.00		
DS Ranch Park	-		
<b>Total Improvements</b>	<b>71,531.40</b>	<b>104,473.90</b>	<b>32,942.50</b>
<b>Utilities</b>			
Portable Toilets	5,000.00		
Triangle Electric	500.00		
Triangle Water	500.00		
S&R Park Water	14,500.00		
SRP Electric	1,200.00		
FMP Pool/ Pavilion Water	6,000.00		
FMP Pool//Electricity	4,500.00		
Pool Phone/Network	1,500.00		
FMP Pool Propane	20,000.00		
DS Ranch Park Electricity	500.00		
DS Ranch Park Phone/Network	500.00		
DS Ranch Park Septic	-		
<b>Total Utilities</b>	<b>54,700.00</b>	-	

	FY 2022 Adopted	FY 2022 Proposed Amendment	Change
<b>Maintenance</b>			
General Maintenance (All Parks)	1,000.00		
Trail Washout repairs	-		
Equipment Rental	1,000.00		
Founders Park/Pool	28,240.00		
S&R	51,920.00		
Charro Ranch Park	7,700.00		
Triangle/ Veteran's Memorial Park	700.00		
DSRP	-		
<b>Total Maintenance</b>	<b>90,560.00</b>	-	
<b>Supplies</b>			
General Parks	3,000.00		
Charro Ranch Supplies	1,500.00		
Founders Park Supplies	43,375.00		
Program and Events	1,500.00		
DSRP & Ranch House Supplies	-		
S&R Supplies	400.00		
<b>Total Supplies</b>	<b>49,775.00</b>	-	
<b>Program Staff</b>			
Camp Staff	-	-	
Program Event Staff	2,500.00		
Aquatics Staff	70,591.24		
<b>Total Staff Expense</b>	<b>73,091.24</b>	-	
<b>Total Parks Expenditures</b>	<b>358,995.14</b>	<b>401,937.64</b>	<b>42,942.50</b>
<b>FOUNDERS DAY - GENERAL FUND</b>			
Balance Fwd	19,313.52		
<b>Revenue</b>			
Craft booths/Business Booths	6,500.00		
Food booths	1,100.00		
BBQ cookers	4,600.00		
Carnival	9,500.00		
Parade	3,750.00		
Sponsorship	70,000.00		
Parking concession	1,700.00		
Electric	2,400.00		
Misc	-		
<b>Total</b>	<b>118,863.52</b>	-	

Expense

## Attachment "A"

Item # 9.

	FY 2022 Adopted	FY 2022 Proposed Amendment	Change
Publicity	8,500.00		
Porta-Potties	7,150.00		
Security	20,000.00		
Barricades/Traffic Plan	19,874.00		
Bands/Music/Sound	15,000.00		
Clean Up	5,060.00		
Postage/Supplies/Misc.	7,000.00		
Sponsorship	5,000.00		
Parade	650.00		
Tent, Tables & Chairs	4,500.00		
Electricity	1,800.00		
FD Electrical Setup	4,600.00		
Contingencies	416.00		
<b>Total expenses</b>	<b>99,550.00</b>	-	
<b>Balance Fwd</b>	<b>19,313.52</b>	-	

**CONSOLIDATED GENERAL FUND****Revenue**

City	11,096,132.29	11,129,074.79	32,942.50
Parks	365,571.20	375,571.20	10,000.00
Founders	118,863.52	118,863.52	-
<b>Total</b>	<b>11,580,567.01</b>	<b>11,623,509.51</b>	<b>42,942.50</b>

**Expense**

City	8,964,647.27	9,005,731.16	41,083.89
Parks	358,995.14	401,937.64	42,942.50
Founders	99,550.00	99,550.00	
<b>Total Expense</b>	<b>9,423,192.41</b>	<b>9,507,218.80</b>	<b>84,026.39</b>
<b>Balance Fwd</b>	<b>2,157,374.60</b>	<b>2,116,290.71</b>	<b>(41,083.89)</b>

**DRIPPING SPRINGS FARMERS MARKET**

Balance Forward	21,835.14		
<b>Revenue</b>			
FM Sponsor	1,000.00		
Grant Income	1,000.00		
Booth Space	42,000.00		
Applications	2,650.00		
Interest Income	500.00		
Market Event	500.00		
<b>Total</b>	<b>69,485.14</b>	-	

**Expense**

111

## Attachment "A"

Item # 9.

	FY 2022 Adopted	FY 2022 Proposed Amendment	Change
Advertising	2,600.00		
Market Manager	36,884.80		
Market Specialist	-		
Payroll Tax Expense	3,073.69		
DSFM Benefits	7,608.13		
Retirement	2,213.09		
Entertainment& Activities	1,000.00		
Dues Fees & Subscriptions	200.00		
Market Event	500.00		
Training	200.00		
Office Expense	100.00		
Supplies Expense	400.00		
Other Expense	200.00		
Capital Fund	-		
Contingency Fund	500.00		
<b>Total Expense</b>	<b>55,479.71</b>	-	
<b>Balance Forward</b>	<b>14,005.43</b>	-	
<b>PARKLAND DEDICATION FUND</b>			
Balance Forward	113,774.72		
<b>Revenue</b>			
Parkland Fees	-		
<b>Total Revenue</b>	<b>113,774.72</b>	-	
<b>Expense</b>			
Park Improvements	113,462.80		
TXF to AG Facility	-		
Master Naturalists	-		
<b>Total Expenses</b>	<b>113,462.80</b>	-	
<b>Balance Forward</b>	<b>311.92</b>	-	
<b>PARKLAND DEVELOPMENT FUND</b>			
Balance Forward	-		
<b>Revenue</b>			
Parkland Development Fees	161,000.00		
<b>Total Revenue</b>	<b>161,000.00</b>	-	
<b>Expense</b>			
Transfer to Parks	111,731.40	121,731.40	10,000.00
<b>Total Expenses</b>	<b>111,731.40</b>	<b>121,731.40</b>	
<b>Balance Forward</b>	<b>49,268.60</b>	<b>39,268.60</b>	

	FY 2022 Adopted	FY 2022 Proposed Amendment	Change
<b>AG FACILITY FUND</b>			
Balance Fwd	-		
<b>Revenue</b>			
Ag Facility Fees	37,065.00		
<b>Total Revenues</b>	<b>37,065.00</b>	-	
<b>Expense</b>			
TXF to DSRP	37,065.00		
<b>Total Expense</b>	<b>37,065.00</b>	-	
<b>Balance Fwd</b>	-	-	
<b>LANDSCAPING FUND</b>			
Balance Fwd	108,260.55		
<b>Revenue</b>			
Tree Replacement Fees	-	-	
<b>Total Revenues</b>	<b>108,260.55</b>	-	
<b>Expense</b>			
Sports and Rec Park	2,000.00		
DSRP	-		
FMP	2,000.00		
Charro	1,000.00		
Historic District	3,850.00	3,958.00	108.00
Professional Services	2,000.00		
City Hall Lawn and Tree Maintenance	1,300.00		
<b>Total Expense</b>	<b>12,150.00</b>	<b>12,258.00</b>	<b>108.00</b>
<b>Balance Fwd</b>	<b>96,110.55</b>	<b>96,002.55</b>	
<b>SIDEWALK FUND</b>			
Balance Fwd	16,056.00		
<b>Revenue</b>			
Fees	-		
<b>Total Revenues</b>	<b>16,056.00</b>	-	
<b>Expense</b>			
Expense	16,056.00		
<b>Total Expense</b>	<b>16,056.00</b>	-	
<b>Balance Fwd</b>	-	-	

**DRIPPING SPRINGS RANCH PARK OPERATING FUND**

Balance Forward 2,101.84

	FY 2022 Adopted	FY 2022 Proposed Amendment	Change
<b>Revenue</b>			
Stall Rentals	39,200.00		
RV/Camping Site Rentals	19,000.00		
Facility Rentals	135,500.00		
Equipment Rental	5,000.00		
Sponsored Events	136,275.00		
Merchandise Sales	21,300.00		
Riding Permits	10,000.00		
Staff & Misc Fees	4,000.00		
Cleaning Fees	25,000.00		
General Program and Events	84,275.00		
Other Income	4,000.00		
Interest	600.00		
TXF from Ag Facility	37,065.00		
TXF from HOT	253,501.87	268,501.87	15,000.00
TXF for RV/ Parking Lot HOT	-		
TXF from General Fund	75,000.00		
TXF from Landscape Fund	-		
<b>Total Revenue</b>	<b>851,818.71</b>	<b>866,818.71</b>	<b>15,000.00</b>
<b>Expense</b>			
Advertising	-		
Office Supplies	10,000.00		
Postage	100.00		
DSRP On Call	10,400.00		
Camp Staff	64,054.20		
Network and Communications	56,304.00		
Sponsored Events	34,800.00		
Supplies and Materials	21,000.00		
Ranch House Supplies	1,000.00		
Dues, Fees and Subscriptions	9,561.94		
Mileage	500.00		
Equipment	26,922.00		
House Equipment	-		
Equipment Rental	2,000.00		
Equipment Maintenance	16,000.00		
Portable Toilets	5,953.40		
Electric	60,000.00		
Water	7,000.00		
Septic	750.00		
Propane/Natural Gas	2,500.00		
On Call Phone	2,060.00		
Alarm	1,112.40		

## Attachment "A"

Item # 9.

	FY 2022 Adopted	FY 2022 Proposed Amendment	Change
Stall Cleaning & Repair	2,000.00		
Training and Education	400.00		
Programing Expenses	13,950.00		
Other Expense	20,000.00		
Improvements	151,500.00		
Tree Planting	-		
Contingencies	50,000.00		
Fleet Acquisition	15,000.00		
Fleet Maintenance	2,500.00		
General Maintenance and Repair	96,828.92	111,828.92	15,000.00
Grounds and General Maintenance	21,690.00		
House Maintenance	1,000.00		
HCLE	13,200.00		
Merchandise	11,402.63		
RV/Parking Lot	-		
TXF to Vehicle Replacement Fund	5,731.00		
<b>Total Expenses</b>	<b>737,220.49</b>	<b>752,220.49</b>	<b>15,000.00</b>
<b>Total Bal Fwd</b>	<b>114,598.22</b>	<b>114,598.22</b>	

**HOTEL OCCUPANCY TAX FUND**

Balance Fwd	119,311.87	134,311.87	15,000.00
<b>Revenues</b>			
Hotel Occupancy Tax	500,000.00		
Interest	1,500.00		
<b>Total</b>	<b>620,811.87</b>	<b>635,811.87</b>	<b>15,000.00</b>

**Expenses**

Advertising	3,505.00		
Christmas Lighting Displays	15,000.00		
City Sponsored Events	-		
Historic Districts Marketing	2,800.00		
Signage	28,800.00		
Dues and Fees	8,000.00		
TXF to Debt Service	89,505.00		
RV/ Parking Lot	-		
TXF to General Fund	-		
TXF to Event Center	253,501.87	268,501.87	15,000.00
Grants	219,700.00		
<b>Total expenses</b>	<b>620,811.87</b>	<b>635,811.87</b>	<b>15,000.00</b>
<b>Balance Fwd</b>	<b>-</b>		

**WASTEWATER UTILITY FUND**

115

## Attachment "A"

Item # 9.

	FY 2022 Adopted	FY 2022 Proposed Amendment	Change
Balance Fwd	7,626,168.13	7,651,168.13	25,000.00
Revenue			
TXF from TWDB	6,520,000.00		
Wastewater Service	945,095.04		
Late Fees/Rtn check fees	9,480.00		
Portion of Sales Tax	759,225.14		
Delayed Connection Fees	157,850.00		
Line Extensions	-		
Solid Waste	-		
PEC	130,000.00		
ROW Fees	6,000.00		
Cable	130,000.00		
TX Gas Franchise Fees	3,000.00		
Transfer fees	9,600.00		
Over use fees	134,550.60		
Reuse Fees	-		
FM 150 WWU Line Reimbursement	60,000.00		
Interest	50,000.00		
Other Income	35,000.00		
Water Income	-	-	
<b>Total Revenues</b>	<b>16,575,968.91</b>	<b>16,600,968.91</b>	<b>25,000.00</b>

**Expense**

## Administrative and General Expense:

- Administrative/Billing Expense	47,000.00
- Legal Fees	35,000.00
- Auditing	10,000.00
- Regulatory Expense	3,500.00
- Planning and Permitting	50,000.00

## Engineering:

- Engineering & Surveying	-
- Construction Phase Services HR TEFS 1873-001	30,000.00
- Misc Planning/Consulting 1431-001	20,000.00
- 2nd Amendment CIP 1881-001	12,500.00
- Sewer Planning CAD 1971-001	15,000.00
- Water Planning 1982-001	15,000.00
- FM 150 WWU Line 1989-001	60,000.00
- Parallel West Interceptor Design& Cost	-
- Caliterra Plan Review & construction Phase Services 19	35,000.00
- HR Treated Effluent Fill Station 1873-001	30,000.00
- TLAP Renewal application	-

Dues, Fees and Subscriptions

-

116

## Attachment "A"

Item # 9.

	<b>FY 2022 Adopted</b>	<b>FY 2022 Proposed Amendment</b>	<b>Change</b>
TXF to Water Fund	12,000.00		
TXF to Vehicle Replacement Fund	-		
Operations and Maintenance:			
- Routine Operations	70,000.00		
- Non Routine Operations	65,000.00	90,000.00	25,000.00
- System Maintenance & Repair	20,000.00		
- Chlorinator Maintenance	2,500.00		
- Chlorinator Alarm	1,000.00		
- Odor Control	16,500.00		
- Meter Calibrations	2,100.00		
- Lift Station Cleaning	12,600.00		
- Jet Cleaning Collection lines	19,000.00		
- Drip Field Lawn Maintenance	10,000.00		
- Drip Field Maint & Repairs	15,000.00		
- Lift Station repairs	28,000.00		
- WWTP Repairs/Pump Repairs	41,000.00		
- Chemicals	9,600.00		
- Electricity	73,500.00		
- Laboratory Testing	25,000.00		
- Sludge Hauling	80,000.00		
- Phone/Network	8,904.00		
- Supplies	10,000.00		
- Equipment	123,240.00		
- Fleet Acquisition	46,400.00		
- Fleet Maintenance	1,200.00		
- Fuel	5,000.00		
- Wastewater Flow Measurement	9,000.00		
Other Expense	52,000.00		
Uniforms	2,800.00		
Training	8,000.00		
Dispatch	3,000.00		
Salaries	246,000.00		
Taxes	20,622.60		
Benefits	30,738.21		
Retirement	15,384.00		
On Call	10,400.00		
Capital Projects:			
- Road Reconstruction	10,000.00		
- HRTreated Effluent Fill Station	125,000.00		
- Parallel West Interceptor	1,600,000.00		
Other:			
- Reimbursement to Caliterra Oversize of West Intercepto	500,000.00		
TWDB Engineering:			

	FY 2022 Adopted	FY 2022 Proposed Amendment	Change
- West Interceptor, SC, LS, FM and TE line 1950-001	215,000.00		
- East Interceptor 1951-001	300,000.00		
- Effluent HP 1952-001	150,000.00		
- Reclaimed Water Facility 1953-001	15,000.00		
- WWTP Design Assistance	37,500.00		
- So Regional WW System Exp P&M 1923-001	30,000.00		
Miscellaneous:			
- Consultants and Legal	760,000.00		
TWDB Capital Projects:			
- West Interceptor, So Collector and LS and FM	3,500,000.00		
- East Interceptor	25,000.00		
- Effluent Holding Pond	1,500,000.00		
- WWTP	25,000.00		
<b>Total Expense</b>	<b>10,250,988.81</b>	<b>10,275,988.81</b>	<b>25,000.00</b>
<b>Balance Forward</b>	<b>6,324,980.10</b>	<b>6,324,980.10</b>	

**WATER****Revenue**

TXF from Wastewater Fund

12,000.00

**Total Revenue****12,000.00**

-

**Expense**

Operating and Maintenance

12,000.00

**Total Expense****12,000.00**

-

**Balance Forward**

-

-

**TWDB FUND**

Balance Forward

987.27

Revenues

6,490,000.00

Interest

6.00

**Total revenue****6,490,993.27**

-

**Expenses**

Escrow Fees

300.00

Expenses

6,490,000.00

**Total Expenses****6,490,300.00**

-

**Balance Forward****693.27**

-

**IMPACT FUND**

Bal Fwd

2,637,434.76

**Revenue**

	FY 2022 Adopted	FY 2022 Proposed Amendment	Change
Impact Fees	2,079,320.00		
Impact Fee Deposits	-		
Interest Income	25,000.00		
<b>Total</b>	<b>4,741,754.76</b>	<b>-</b>	
<b>Expense</b>			
TXF to Debt Service 2015	711,231.76		
TXF to Debt Service 2019	983,533.00		
<b>Total expense</b>	<b>1,694,764.76</b>	<b>-</b>	
<b>Total Bal Fwd</b>	<b>3,046,990.00</b>	<b>-</b>	
<b>DEBT SERVICE FUND 2015</b>			
Bal Fwd	861,673.04		
<b>Revenue</b>			
TXF from Impact Fund	711,231.76		
Interest	8,000.00		
<b>Total Revenue</b>	<b>1,580,904.80</b>	<b>-</b>	
<b>Expenses</b>			
Debt Payment 2015	733,288.20		
<b>Total Expense</b>	<b>733,288.20</b>	<b>-</b>	
<b>Balance Fwd</b>	<b>847,616.60</b>	<b>-</b>	
<b>DEBT SERVICE FUND 2013</b>			
Bal Fwd	100,180.42		
<b>Revenue</b>			
TXF from HOT	89,505.00		
Interest	1,200.00		
<b>Total</b>	<b>190,885.42</b>	<b>-</b>	
<b>Expense</b>			
Tax Series 2013	92,410.00		
<b>Total Expenses</b>	<b>92,410.00</b>	<b>-</b>	
<b>Balance Fwd</b>	<b>98,475.42</b>	<b>-</b>	
<b>DEBT SERVICE FUND 2019</b>			
Bal Fwd	976,303.11		
Revenue			
TXF from Impact Fees	983,553.00		

	FY 2022 Adopted	FY 2022 Proposed Amendment	Change
Interest	12,000.00		
<b>Total</b>	<b>1,971,856.11</b>	-	
<b>Expense</b>			
Tax Series 2019	958,553.00		
<b>Total Expenses</b>	<b>958,553.00</b>	-	
<b>Balance Fwd</b>	<b>1,013,303.11</b>	-	
<b>PEG FUND</b>			
Balance Fwd	142,224.71		
<b>Revenues</b>			
TWC	27,000.00		
Interest Income	1,400.00		
<b>Total Revenues</b>	<b>170,624.71</b>	-	
<b>Expense</b>	-	-	
<b>Balance Fwd</b>	<b>170,624.71</b>	-	
<b>RESERVE FUND</b>			
Balance Fwd	1,526,195.16		
<b>Revenue</b>			
TXF from General Fund	200,000.00		
Interest	16,000.00		
<b>Total</b>	<b>1,742,195.16</b>	-	
<b>Expense</b>			
Expense	-	-	
<b>Total Expense</b>	-	-	
<b>Balance Fwd</b>	<b>1,742,195.16</b>	-	
<b>TIRZ 1</b>			
Balance Forward	463,027.86		
<b>Revenues</b>			
City AV	89,118.46		
County AV	218,599.49		
City for GAP Escrow	250,000.00		
Interest Income	3,000.00		
EPS Reimbursements	-		
<b>Total Revenue</b>	<b>1,023,745.81</b>	-	
<b>Expense</b>			

	FY 2022 Adopted	FY 2022 Proposed Amendment	Change
TIRZ Expense			
Project Management/Misc Costs	48,000.00		
Project Administration P3 Works	35,000.00		
Legal Fees	20,000.00		
EPS	-		
MAS	62,500.00		
HDR	227,500.00		
TJKM - Grant Writing	7,500.00		
Buie - PR	8,500.00		
Misc Consulting	25,000.00		
Creation Cost Reimbursements	-		
TXF to GAP Escrow	250,000.00		
Stakeholder Reimbursement	-	156,200.76	156,200.76
<b>Total Expense</b>	<b>684,000.00</b>	<b>156,200.76</b>	<b>156,200.76</b>
<b>Balance Forward</b>	<b>339,745.81</b>	<b>183,545.05</b>	

<b>TIRZ 2</b>			
Balance Forward	244,199.12		
<b>Revenue</b>			
Interest Income	400.00		
City AV	111,125.78		
County AV	254,043.81		
<b>Total Revenue</b>	<b>609,768.71</b>	<b>-</b>	

<b>Expense</b>			
Creation Cost Reimbursements	-		
Stakeholder Reimbursement	-	43,799.24	43,799.24
<b>Total Expense</b>	<b>-</b>	<b>43,799.24</b>	<b>43,799.24</b>
<b>Balance Forward</b>	<b>609,768.71</b>	<b>565,969.47</b>	

**VEHICLE REPLACEMENT FUND**

<b>Revenue</b>			
TXF from General Fund	25,462.00		
TXF from DSRP	5,731.00		
TXF from WWU	-		
<b>Total Revenue</b>	<b>31,193.00</b>	<b>-</b>	

<b>Expense</b>			
Vehicle Replacement	-		
<b>Total Expense</b>	<b>-</b>	<b>-</b>	
<b>Balance Forward</b>	<b>31,193.00</b>	<b>-</b>	



**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:** November 2, 2021

**Agenda Item Wording:** **Discuss and consider approval of a Resolution authorizing the use of Coronavirus Local Fiscal Recovery Funds (CLFRF) for purchases related to public health and other emergencies, and authorization for the City Administrator to negotiate and execute contracts and agreements related to purchases. Sponsor: Mayor Foulds, Jr.**

**Agenda Item Requestor:** Andrea Cunningham and Roman Baligad

**Summary/Background:** In the wake of the Coronavirus Pandemic, it was recognized that the City's audio and video capabilities were not suitable for remote access and internet production of meetings subject to the Texas Meetings Act, allowing for remote viewing and participation in meetings where the public is unable to attend in the event of an emergency or disaster. Additionally, it has also been identified that in the event of a power outage the City does not have the necessary capability of supply power to essential facilities.

The emergency generator modification proposal will allow the generator to be used at either Ranch Park or City Hall in order to supply power during a power outage resulting from a storm or other event. Having emergency power available at City Hall is a part of the Continuity of Operations Plan. Ranch Park is a designated shelter and backup location for an emergency operations center in the City's adopted Basic Plan. Also, Ranch Park is used as a pandemic testing and vaccination site.

In order to ensure that the City has the necessary capabilities to hold public meetings in the event of emergencies where public access to buildings is not feasible, staff is requesting upgrades to audio and video capabilities to allow for remote viewing and participation. Staff is requesting to continue to work with Pathway Communications who have assisted with current audio and video needs, creating a more streamlined equipment purchases and installation. Pathway Communications is well versed in the audio and video needs of public entities and has worked with several local governmental jurisdictions including but not limited to Dripping Springs ISD, Hays ISD, and Hays County. The following items have been quoted for equipment purchase and installation:

- **HDMI Extender:** Relocation of floor plate behind dais to the rear wall located at the back entrance of the room, and extension of the HDMI interface. Relocation will eliminate cording behind the dais and create a centralized location for this interface, which will carry 4K signals allowing for more efficient use.
- **Confidence Monitor:** Installation of 85” LED Screen extending from the ceiling to allow meeting body members to view presentation materials without have to turn their backs to the audience.
- **Replacement of Audio Processor:** The current audio processor was inherited when the City moved into this building. While it is still in working order, it does not have the capabilities necessary to run the audio equipment needed to provide remote access and participation.
- **Shure MX Wireless Microphone System:** Currently the City’s microphone inventory is not adequate for the number of meeting participants, and the quality of those microphones is not up to the standards needed for clear and coherent sound. The Shure Microphone system is automated, is simple to use with an audio network interface that can switch frequencies automatically in the event of audio interference or feedback. Additionally, the desktop gooseneck design is slim and sleek, and the microphone itself is dynamic in that it eliminates background noise focusing on the sound coming from the speaker. The Microphone System will also allow users to mute and unmute themselves on the device.

**Recommended Council Actions:**

Staff recommends approval of the use of CLFRF funds for purchases related to Council Chambers AV Upgrades and for the purchase of a generator.

**Attachments:**

1. HDMI Extender Proposal
2. Confidence Monitor Proposal
3. Audio Processor Replacement Proposal
4. Shure MX Wireless Microphone System
5. Generator Proposal

**Next Steps/Schedule:**

- If approved:
1. Sign and return proposals
  2. Work with Finance on allocation of funds and any necessary purchase orders
  3. Work with City Administrator on execution of necessary agreements.
  4. Schedule installation of equipment.

# PARKS

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### CHARRO RANCH PARK – Submitted by Sue Harding, Lead Volunteer

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September 11, 2021, workday at Charro Ranch Park: 8 volunteers spent 3 hours pulling weeds and string trimming the area in the demonstration gardens and on the trails.

October 7 & 9, 2021. Sue Harding secured a donation of 20 cubic yards of mulch to replenish the trails from the parking lot down to the bird blind and around the demonstration garden. 6 volunteers spent 3+ hours distributing donated hardwood mulch to all trails around the demonstration gardens and the trail heads leading from the parking lot. The workday's main objective was to remove the big weeds in the paths and cover with the mulch. The trails usually look great once finished and surprisingly stay that way for many months.

Photos show master naturalists Mike Meves, Becky Reynolds, Irene Bondi, and Dick McBride; behind the camera is Dick Barham.



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### DRIPPING SPRINGS RANCH PARK – Submitted by Emily Nelson

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Springs Ranch Park has seen its busiest event schedule post covid. Every weekend has brought a unique event(s) into our facility. From dogs to horses, September really saw a lot of new faces from our community coming to enjoy the different types of events. We hosted our first dog conformation and rally show with the Southeast Texas American Eskimo Dog Club. They were delighted with the turnout and are looking forward to hosting more events with us. Our roping club, Texas Beef Initiative, ran an amazing team roping over Labor Day Weekend. We loved working alongside them and supporting their efforts. We were even able to squeeze a dog agility show into

September. We were lucky that the weather brought moderate temps which kept everyone comfortable. Our October only picked up even more speed.

We opened October with Buda Buckle Bash, a lamb and goat show. Our long time show host, Texas Market Guide, ran a well-attended shopping fair. This is her 9<sup>th</sup> year hosting events at DSRP. Dripping Springs Ranch Park was so excited to host Rodeo this year. Ticket sales really picked up and we are excited to watch it continue to grow. We wrap up October with a

final hoorah. We have a co-sponsored Haunted House, a DSRP Hunter/Jumper Show, and a free community Halloween movie. WOW!

The staff at Ranch Park have really pulled together through this time. Even though we are short-handed, we have been hitting our marks and delivering excellent service to our users. We hired a new Ranch Hand, Heather Newman. She has already become an asset to the team. We are in the process of 2<sup>nd</sup> round interviews for our final open position. I have been focusing on the improvement projects that we would like to complete at the Ranch Park. Our calendar is so full that it will require some creative scheduling to complete these improvements. The Ranch Park team is dedicated to becoming known for excellent customer service and great entertainment opportunities for our community. It was such a delight to get smiles and waves from our community tweens that attended Tween Scene this summer while we were out working Rodeo. That's the kind of community we want to foster.

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## FOUNDERS MEMORIAL PARK

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September and October have breathed life into Founders Memorial Park. The hot days of summer are subsiding and the return to school DSYSA athletic activities, park pavilion rentals, and Pound House's wildly successful Dripping Springs Pumpkin Festival are driving people into the park in numbers unparalleled to previous years.



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## RATHGEBER NATURAL RESOURCE PARK

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Wildlife Management has begun at Rathgeber Natural Resource Park. To that end, a Volunteer Wildlife Manager position was created and is being filled by Robert Ellis who is Dick Rathgeber's grandson. Ellis has been serving as the registered Hays County Wildlife Manager on property for over a decade.





## PROGRAMS & AQUATICS – Submitted by Mack Rusick

The end of summer swim season went well! Even though our Head Guards all left for school mid-August we were able to keep the pool open on the weekends until Labor Day weekend. I was glad to see many families coming out to enjoy the pool during the heat of the day. Many expressed that they were both glad that the pool had stayed open a bit longer but also wished that we could remain open on weekdays or even later into the fall.

The last day of the season we had the Bark in the Park event, where all the pups in the community came out to take a dip in the pool! The puppy plunge was a huge success especially when accounting for the fact that the event had been rescheduled from its original date on Aug. 15<sup>th</sup> because of poor weather. We had dogs of all breeds and sizes. Some of them LOVED the water and some were content to avoid it. Wading pools were set up on the pool deck and one was filled with ice which a few dogs absolutely loved! So much fun to watch. Lots of laughter and wet dogs.

While the puppy plunge portion of the event went smoothly there were several hiccups on the park side of the event. Because the event had been rescheduled a lot of the vendors that had agreed to attend and provide free goods/services dropped out last minute or simply didn't show. This was disappointing but we simply had to roll with the punches. At the end of the night a few families stayed for the outdoor movie but ultimately an incoming storm sent everyone home for the night. Altogether it was a great event and so many people expressed how much they enjoyed the puppy plunge and looked forward to attending next year.

Now that the pool has been put into hibernation, I have been working on organizing and recording camp supplies and inventory as well as researching and beginning the development of the structure for Spring and Summer adult softball 2022 season. Jason Cones has agreed to be our point of contact for the Adult Softball Program going forward. He contacted staff at the end of the 2021 season and offered his services in place of Coach Waits.

Pool improvement projects have been our number one priority to initiate since the beginning of our new fiscal year (October 1). We don't want to underestimate the possibility of another potentially harsh February and the setback weather can bring for improvement projects. Thermal blankets, a blanket reel, and reel cover have been ordered. Custom thermal blankets take a minimum of 6 weeks to produce, and we have no way of knowing how supply chain impacts will delay the equipment ordered. to cover and enable the most efficient operation of the pool. Professional connections were made at the World Waterpark Trade Show on October 20 and staff explored several options for the new pool filtration and finishing the pool deck expansion project with a surface layer of cool decking.

A partnership offering with the YMCA of our Adult Softball Program was explored during the months of September and October. Mutually the PCS team and the YMCA team agreed that it would be best for the first trial year to hold on exploring a partnership. I have been working on gathering information from nearby cities and making connections through local reps of USA Softball. They have been helpful resources to get the program started.

We have been working on the vision for Coyote Kids Camp 2022. Two brainstorming meetings produced themes and our general schedule for next year to include weekly trips to Founders Pool to cool off our Coyotes on those hot summer days. After being turned down by DSISD to use their school buses for transportation we were able to find a shuttle service in town that happily agreed to provide service for us. We also had our first camp counselor interview! We are hoping for an awesome staff this year to sustain and grow our incredible Coyote Kids Nature Camp Program!

# COMMUNITY SERVICES

## EVENTS

September 5 Bark in the Park @  
Founders Memorial Park & Pool



October 8 Star Party @ DSRP  
Celebrated Dark Sky Month



October 9 – Big Day @ DSRP  
Celebrated our efforts to become a certified Bird City!



October 28 – 31 – Dead Hill Ranch @ DSRP

## UPCOMING EVENTS

- December 4 Christmas on Mercer
- April 22-24 Founders Day Festival
- May 7 Festival of Flight – World Migratory Bird Day



**COMMUNITY INITIATIVES**

**International Dark Sky Community** – October was proclaimed Dark Sky Month and we held a star party at DSRP to celebrate the occasion! Lots of other wonderful Dark Sky initiatives happening through the efforts of Hays County Friends of the Night Sky

**Texas Bird City** – Bird City Committee met in September and October. Application activities were assigned.



**Keep Drip Beautiful – Keep Texas Beautiful Affiliate  
October 22 – Fall Sweep w/ Sky Bridge Academy**

Sky Bridge Academy Park Clean Up Volunteer Day was organized and facilitated by Programs and Aquatics Manager Mack Rusick. Teen and adult volunteers picked up litter in both Founders Memorial Park and then on to Sports & Recreation park. The weather proved to remain beautiful for a day filled of civic engagement and support for our parks



**COMMUNITY SERVICE PERMITS + PARK RENTALS + CO-SPONSORSHIPS**

Permits & Rentals	Qty
Co-Sponsorship Requests	4
Commerical Activity in Park Permits	1
Filming Permits	0
Itinerant Vendor Permits	10
Park Rentals	4
Pavilion Rentals	8
Pool Rentals	0
Triangle Banner Displays	10

**FARMERS MARKET – Submitted by Charlie Reed, Farmers Market Manager**



For the third time in four years, Dripping Springs has the title of best Farmers Market in Texas and the Southwest Region. The three-month-long vote, held by American Farmland Trust, helps to raise visibility of Farmers Markets and the issues their providers face. It’s a marathon of a celebration, and we’re all thrilled to have regained the top spot.

In the better-late-than-never category, we welcomed an ice cream vendor to the market after a summer-long search. Bésame Ice Cream delivers a truly decadent selection of flavors and has been an instant hit among the after-school crowd. All in all, we’re heading into the fall season with a full house, and perhaps the widest range of shopping options the market has seen.

Totals and Averages by Month				
	July	August	September	October
# Markets	4	4	5	2
Vendors	161	148	191	80
Vendors Reporting	159	148	190	80
Total Sales	\$52,387	\$51,519	\$73,933	\$33,692
Average per Vendor	\$329.48	\$348.10	\$389.12	\$421.15
Customers	2107	1634	2187	1200
Per Market	527	409	437	600
Sales per Customer	\$24.86	\$31.53	\$33.81	\$28.08

Date	Vendors	Customers	Music
9/1/21	38	376	Jerry Kirk
9/8/21	38	392	Bob Slaughter
9/15/21	39	453	Jerry Rivers
9/22/21	40	503	Jerry Kirk
9/29/21	36	463	Bob Slaughter
10/6/21	42	625	Bob Slaughter
10/13/21	38	575	Jerry Rivers

Farmers Market Weekly Newsletters are a hit! If you haven’t yet you must sign up for them. Charlie + Johnna never disappoint with their humor, highlights and weekly content!



**DRIPPING SPRINGS FARMERS MARKET WEEKLY NEWSLETTER**

Wednesday, October 27, 2021

3-6pm | Veterans Memorial Park | 160 E. Mercer Street | DSTX

**We're in the Kale House Now**

Fall is here, and for a lot of folks that means sweaters, spiced ciders, and pumpkin-flavored everything, but for me it means it's time to warm the house with soups, stews, and chilis. As an amateur chef, it's the time I come into my own. After all, at its most basic, soup is the easiest thing in the world. All you need is broth and whatever else you want to throw in.



This time of year, we're also starting to see some of the tougher vegetables come into season. Kale may be stubborn as a salad base, but it is wonderful in soups. While lettuce and spinach break down instantly in heat, kale cooks beautifully, softening and losing some of its strong flavor, but retaining its fiber and nutrients. And if you keep the crispy stem, you can even add a little crunch.

As we get deeper into the colder months, I hope to feature lots of soups and stews using the produce and meats you find at our market, but since kale has started showing up, I'm going to kick off with one of my favorites – scroll down for the recipe.

**OUR MISSION**

To provide a community gathering place where local food producers, artisans and community organizations educate and sell directly to consumers.

The City of Dripping Springs believes that local agriculture is essential to the region's economy, and is committed to making economic and educational connections between residents and local agricultural producers through the Dripping Springs Farmers Market.

