



DRIPPING SPRINGS
Texas

CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, May 16, 2023 at 6:00 PM

AGENDA

CALL TO ORDER AND ROLL CALL

City Council Members

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

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer
Interim Deputy City Administrator Shawn Cox
City Attorney Laura Mueller
People & Communications Director Lisa Sullivan
City Secretary Andrea Cunningham
IT Director Jason Weinstock
Public Works Director Aaron Reed
Municipal Judge Marilyn Miller

PLEDGE OF ALLEGIANCE

ELECTIONS

- 1.** Administration of Oath of Office and Statement of Officer, and issuance of Certificate of Election for Council Member Place 1 Taline Manassian. *Municipal Court Judge, Marilyn Miller*
- 2.** Administration of Oath of Office and Statement of Officer, and issuance of Certificate of Election for Council Member Place 3 Geoffrey Tahuahua. *Municipal Court Judge, Marilyn Miller*
- 3.** Administration of Oath of Office and Statement of Officer, and issuance of Certificate of Election for Council Member Place 5 Sherrie Parks. *Municipal Court Judge, Marilyn Miller*

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item

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

CONSENT AGENDA

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

- 4. Approval of the May 2, 2023, City Council regular meeting minutes.**
- 5. Approval of the City Treasurer's Report.**
- 6. Approval of Amendment No. 6 to the Wholesale Water Provider Agreement between the City of Dripping Springs and the West Travis County Public Utility Agency for the Driftwood Ranch Tract Service Property.**
- 7. Approval of a Resolution Authorizing Mayor, Mayor Pro-Tem and City Staff to sign contractual documents binding the City. Sponsor: Mayor Foulds, Jr.**
- 8. Approval of a Resolution of Support for a Hays County Grant Application to the Texas Department of Transportation for the creation of pedestrian connections from Meadow Creek Dr. to Darden Hill Road, and surrounding area. Sponsor: Council Member Travis Crow**
- 9. Approval of a Resolution of Support for a Grant Application to the Texas Department of Transportation for the creation of pedestrian connections from Mercer St. to Ranch Road 12 and surrounding area. Sponsor: Council Member Travis Crow**
- 10. Approval of a Resolution of Support for a Grant Application to the Texas Department of Transportation for the creation of pedestrian connections from the Founders Ridge subdivision to DSISD Elementary, Dripping Springs Ranch Park, and surrounding area. Sponsor: Council Member Travis Crow**
- 11. Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Big Sky Subdivision Phase 3 Streets, Drainage, and Wastewater Improvements and Releasing a Construction Bond. Applicant: Christopher A. Reid, P.E.**

BUSINESS AGENDA

- 12. Discuss and consider approval of expenditure of funds for Roger Hanks Extension Shared Use Path Improvements and authorize staff to negotiate a reimbursement agreement for the expansion costs. *Sponsor: Councilmember Travis Crow***
- 13. Discuss and consider approval of an Assignment of Assets, Utility Easement Agreement, and Easement Agreement from Arrowhead Ranch Utility Company LLC to the City of Dripping Springs related to the Arrowhead Ranch Subdivision Wastewater Treatment Plant. *Sponsor: Mayor Bill Foulds Jr.***

REPORTS

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

- 14. April 2023 Maintenance Report**
Craig Rice, Deputy Public Works 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.

- 15. Consultation with Attorney related to settlement of litigation related to code enforcement and open government. *Consultation with Attorney, 551.071***
- 16. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, and related items. *Consultation with Attorney, 551.071***
- 17. Consultation with Attorney related to legislative program and matters regarding water, wastewater, utility issues, and other municipal issues at the Texas Legislature. *Consultation with Attorney, 551.071***
- 18. Consultation with City Attorney regarding legal issues related to the Dripping Springs Visitors Bureau and related agreements. *Consultation with City Attorney, 551.071***
- 19. Consultation with Attorney and Deliberation of Real Property regarding legal and real estate issues related to potential civic sites and street extensions and expansions. *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072***

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

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

June 20, 2023, at 6:00 p.m. (CC)

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

July 18, 2023, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

May 18, 2023, Farmers Market Committee at 10:00 a.m.

May 18, 2023, Emergency Management Commission at 12:00 p.m.

May 22, 2023, Transportation Committee at 3:30 p.m.

May 23, 2023, Planning & Zoning Commission at 6:00 p.m.

May 24, 2023, Economic Development Committee at 4:00 p.m.

June 1, 2023, Historic Preservation Commission at 4:00 p.m.

June 5, 2023, Parks & Recreation Commission at 6:00 p.m.

June 7, 2023, DSRP Board at 11:00 a.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on **May 12, 2023, at 2:45 p.m.***

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.

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

This space reserved for office use



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Taline Manassian, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Dripping Springs City Council Member Place 1 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Taline Manassian, Council Member Place 1

Certification of Person Authorized to Administer Oath

State of Texas

County of Hays

Sworn to and subscribed before me on this 16th day of May, 2023.

Signature of Other Person Authorized to Administer An Oath

Printed or Typed Name

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



STATEMENT OF OFFICER

Statement

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

Title of Position to Which Elected/Appointed: City of Dripping Springs Council Member Place 1

Execution

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

Date: May 16, 2023

Taline Manassian, Council Member Place 1



DRIPPING SPRINGS

Texas

In the name and by the authority of

The City of Dripping Springs, Texas

THIS IS TO CERTIFY, that at a general election held on

Saturday, May 6, 2023

Taline Manassian was

duly elected **Council Member Place 1**

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Dripping Springs, Texas, to be affixed at the City of Dripping Springs, this the 16th day of May 2023.

Bill Foulds, Jr., Mayor

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

This space reserved for office use



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Geoffrey Tahuahua, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Dripping Springs City Council Member Place 3
of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Geoffrey Tahuahua, Council Member Place 3

Certification of Person Authorized to Administer Oath

State of Texas

County of Hays

Sworn to and subscribed before me on this 16th day of May, 2023.

Signature of Other Person Authorized to Administer An Oath

Printed or Typed Name

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



STATEMENT OF OFFICER

Statement

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

Title of Position to Which Elected/Appointed: City of Dripping Springs Council Member Place 3

Execution

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

Date: May 16, 2023

Geoffrey Tahuahua, Council Member Place 3



DRIPPING SPRINGS

Texas

In the name and by the authority of

The City of Dripping Springs, Texas

THIS IS TO CERTIFY, that at a general election held on

Saturday, May 6, 2023

Geoffrey Tahuahua was

duly elected **Council Member Place 3**

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Dripping Springs, Texas, to be affixed at the City of Dripping Springs, this the 16th day of May 2023.

Bill Foulds, Jr., Mayor

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

This space reserved for office use



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Sherrie Parks, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Dripping Springs City Council Member Place 5 of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Sherrie Parks, Council Member Place 5

Certification of Person Authorized to Administer Oath

State of Texas

County of Hays

Sworn to and subscribed before me on this 16th day of May, 2023.

Signature of Other Person Authorized to Administer An Oath

Printed or Typed Name

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



STATEMENT OF OFFICER

Statement

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

Title of Position to Which Elected/Appointed: City of Dripping Springs Council Member Place 5

Execution

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

Date: May 16, 2023

Sherrie Parks, Council Member Place 5



DRIPPING SPRINGS

Texas

In the name and by the authority of

The City of Dripping Springs, Texas

THIS IS TO CERTIFY, that at a general election held on

Saturday, May 6, 2023

Sherrie Parks was

duly elected **Council Member Place 5**

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Dripping Springs, Texas, to be affixed at the City of Dripping Springs, this the 16th day of May 2023.

Bill Foulds, Jr., Mayor



CITY COUNCIL REGULAR MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, May 02, 2023 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

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

City Council Members present were:

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

Staff, Consultants & Appointed/Elected Officials present were:

City Administrator Michelle Fischer
 City Attorney Laura Mueller
 City Treasurer Shawn Cox
 People & Communications Director Lisa Sullivan
 City Secretary Andrea Cunningham
 IT Director Jason Weinstock
 Public Works Director Aaron Reed
 Deputy Public Works Director Craig Rice
 Building Official Shane Pevehouse
 Parks & Community Services Director Andy Binz
 Community Events Coordinator Johnna Krantz
 DSRP Manager Emily Nelson
 Financial Advisor Andre Ayala
 PID Consultant Jon Snyder

PLEDGE OF ALLEGIANCE

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

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public

hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

No one spoke during Presentation of Citizens.

CONSENT AGENDA

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

Mayor Foulds, Jr. recused himself from the dais and exited the Council Chambers. Mayor Pro Tem Taline Manassian presided over the meeting.

1. **Approval of the April 18, 2023, City Council regular meeting minutes.**
2. **Approval of a Letter to USDA Rural Development for Dripping Springs Community Library Evidence of Significant Community Support for Essential Community Facilities Project.** *Sponsor: Mayor Pro Tem Taline Manassian.*
3. **Approval of a Professional Services Agreement between the City of Dripping Springs and Felix Media regarding Audio-Visual section of the Dripping Springs Ranch Park Technology Renovation.** *Sponsor: Council Member Sherrie Parks.*
4. **Approval of a Professional Services Agreement between the City of Dripping Springs and UniVista regarding Network section of the Dripping Springs Rach Park Technology Renovation.** *Sponsor: Council Member Sherrie Parks.*
5. **Approval of Authorization for staff to negotiate and the Mayor to execute Agreements related to Easement Acquisition from DS Properties, Siepiela Development Corporation, CF CSLK Carter LLC, and CF CSLK Caliterra LLC.**
6. **Approval of Authorization for staff to negotiate an Agreement with HCID #1 relating to Management of Effluent Irrigation at Caliterra and Carter.**
7. **Approval of an assignment of the Caliterra Development Agreement.** *Applicant: Development Solutions CAT, LLC.*
8. **Approval of an Extension of the Grounds Maintenance Agreement between the City of Dripping Springs and Elk Ridge Mowing.**

9. Approval of a Professional Services Agreement between the City of Dripping Springs and BB Inspections Services for Building Inspection Services. Sponsor: Mayor Foulds

A motion was made by Council Member Tahuahua to approve Consent Agenda Items 1 – 9. Council Member Parks seconded the motion which carried unanimously 5 to 0.

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

BUSINESS AGENDA

10. Public hearing, presentation and discussion regarding the Plan of Finance of Special Revenue Bonds, Series 2023 (Heritage Public Improvement District Improvement Area #1 Project).

a. Applicant Presentation – Developer Royce Rippe gave a presentation which is on file.

b. Staff Report – Laura Mueller presented the staff report. The same team is working on the project and there are no changes to documents since the presentation given at the April 18, 2023, regular City Council meeting.

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

Jon Snyder and Andre Ayala presented the staff reports for Business Agenda Items 11 and 12. Presentations and reports are on file. Public Hearings and action on items were taken separately.

11. Public hearing and consideration of approval of a Resolution of the City of Dripping Springs approving the Preliminary Service and Assessment Plan, Cost Determination Resolution, and Calling of Public Hearing on May 16, 2023.

a. Staff Report – Presented by Jon Snyder, on file.

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

c. Resolution – A motion was made by Council Member Parks to approve a Resolution of the City of Dripping Springs approving the Preliminary Service and Assessment Plan, Cost Determination Resolution, and Calling of Public Hearing on May 16, 2023. Council Member Tahuahua seconded the motion.

Upon further discussion, Council Member Parks and Council Member Tahuahua withdrew their motion and second respectively.

A motion was made by Council Member Parks to approve a Resolution of the City of Dripping Springs approving the Preliminary Service and Assessment Plan, Cost Determination Resolution, and Calling of Public Hearing on June 6, 2023. Council Member Tahuahua seconded the motion.

Filed as Resolution No. 2023-R18

12. Public hearing and consideration of approval of a Resolution of the City Council of the City of Dripping Springs, Texas, Approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for "City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Area #1 Project)".

a. Staff Report – Presented by Andre Ayala, on file.

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

c. Resolution – A motion was made by Mayor Pro Tem Manassian to approve a Resolution of the City Council of the City of Dripping Springs, Texas, Approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for "City of Dripping Springs, Texas Special Assessment Revenue Bonds, Series 2023 (Heritage Public Improvement District Area #1 Project)". Council Member Crow seconded the motion which carried unanimously 5 to 0.

Filed as Resolution No. 2023-R19

13. Discuss and consider approval of Resolution repealing the Co-Sponsorship Policy.
Sponsor: Council Member Geoffrey Tahuahua

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

A motion was made by Council Member Crow to postpone the item to the June 20, 2023, City Council regular meeting. Council Member King seconded the motion which carried unanimously 5 to 0.

Council Member Crow recused himself from Business Agenda Item 14 and exited the Council Chambers.

14. Approval of a Reimbursement Agreement between the City and Dripping Springs Water Supply Corporation for the Relocation of a Waterline. *Sponsor: Mayor Bill Foulds Jr.*

Aaron Reed presented the staff report which is on file. Staff recommends approval of the agreement.

A motion was made by Council Member Tahuahua to approve a Reimbursement Agreement between the City and Dripping Springs Water Supply Corporation for the Relocation of a Waterline for ten thousand dollars (\$10,000.00). Council Member King seconded the motion which carried unanimously 4 to 0 to 1, with Council Member Crow recused.

Council Member Crow returned to the Council Chambers and took his seat at the dais.

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.

15. Planning Department Report

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with Attorney; 551.072, Deliberation regarding Real Property; and, 551.074, Deliberation of Personnel Matters and regarding Executive Session Agenda Items 16 – 20. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

EXECUTIVE SESSION AGENDA

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

16. **Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater Discharge, and Amendment 2 Permits, Water Service, and related items.** *Consultation with Attorney, 551.071*
17. **Consultation with Attorney regarding legal issues related to coordination with the Dripping Springs Visitors Bureau.** *Consultation with Attorney, 551.071*
18. **Consultation with Attorney related to legislative program and matters regarding water, wastewater, utility issues, and other municipal issues at the Texas Legislature.** *Consultation with Attorney, 551.071*
19. **Consultation with Attorney and Deliberation of Real Property regarding legal and real estate issues related to potential civic sites and street extensions and expansions.** *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*
20. **Deliberate the appointment, employment, evaluation, reassignment, or duties of the city administrator and deputy city administrator.** *Deliberation of Personnel Matters, 551.074*

The City Council met in Executive Session from 7:37 – 8:10 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 8:10 p.m.

OPEN SESSION

A motion was made by Mayor Pro Tem Manassian to consider Executive Session Agenda Item 20. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

20. **Deliberate the appointment, employment, evaluation, reassignment, or duties of the city administrator and deputy city administrator.** *Deliberation of Personnel Matters, 551.074*

A motion was made by Mayor Pro Tem Manassian to appoint City Treasurer/Finance Director Shawn Cox as the Interim Deputy City Administrator for the City of Dripping Springs, Texas. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

UPCOMING MEETINGS

City Council & BOA Meetings

May 16, 2023, at 6:00 p.m. (CC)
 June 6, 2023, at 6:00 p.m. (CC & BOA)
 June 20, 2023, at 6:00 p.m. (CC)
 July 5, 2023, at 6:00 p.m. (CC & BOA)

Board, Commission & Committee Meetings

May 3, 2023, DSRP Board at 11:00 a.m.
 May 4, 2023, Historic Preservation Commission at 4:00 p.m.
 May 8, 2023, Parks & Recreation Commission at 6:00 p.m.
 May 8, 2023, Founders Day Commission at 6:30 p.m.
 May 9, 2023, Planning & Zoning Commission at 6:00 p.m.
 May 10, 2023, Utility Commission at 4:00 p.m.

ADJOURN

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

This regular meeting adjourned at 8:11 p.m.

APPROVED ON: May 16, 2023

Bill Foulds, Jr., Mayor


ATTEST:

Andrea Cunningham, City Secretary



DRIPPING SPRINGS
Texas

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

From: Shawn Cox, Interim Deputy City Administrator 

Date: May 16, 2023

RE: April 2023 City Treasurer's Report

General Fund:

The General Fund received **\$1,107,381.45** in revenues for April. Year to date, 85.69% of FY 2023 revenues have been collected.

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

- 100-000-40000: Ad Valorem Tax - \$50,108.81 was received in property taxes in April. Through April 99.2% has been collected, totaling \$2,538,842.51.
- 100-000-40001: Sales Tax – \$299,637.36 was received in Sales Tax, of which \$230,474.78 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements. This represents an increase of 7.37% over April 2022 collections. Through April, the City has collected 66.73% of the \$3,800,000.00 budgeted for FY 2023.
- 100-201-43031: Building Code Fees – A total of \$262,721.98 was collected in April. Total collections for the year are \$1,115,758.37 (74.38%).

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

- 100-107-62001: Financial Services – This line item is where our annual audit is budgeted. Currently it is over budget by \$10,150.00. However, we budget \$10,000.00 in the Utility Fund to contribute to the audit. This transfer has not been made but will be reflected in the May report.
- 100-201-62014: Fire Inspector: This line item shows to be over budget by \$17,560.35. However, this cost is directly related to the revenue received for Fire Inspection, which is \$35,820.26 ahead of budget.
- 100-304-64009: Maintenance Equipment - \$37,195.52 was spent from this line item in April. The bulk of these expenditures were related to the purchase of the last two (2) mowers approved in the budget (\$34,273.44).

Utility Fund:

For April, **\$279,573.79** was collected in revenues from the Wastewater, Water & Operations divisions.

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

- 400-300-43018: Wastewater Service Fees – For April, \$124,464.92 was collected.
- 400-300-47009: Sales Tax – \$127,446.17 was collected in sales tax. This includes March (\$67,518.70) and April (\$59,927.47).

Utility Fund expenditures are in line with the adopted budget.



DRIPPING SPRINGS
Texas

Dripping Springs Ranch Park (DSRP):

DSRP received **\$19,498.86** in revenues for April. This does not include revenues paid through CivicRec, which are deposited into the General Fund first before being transferred to the DSRP. Those revenues will be reflected in the May report.

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

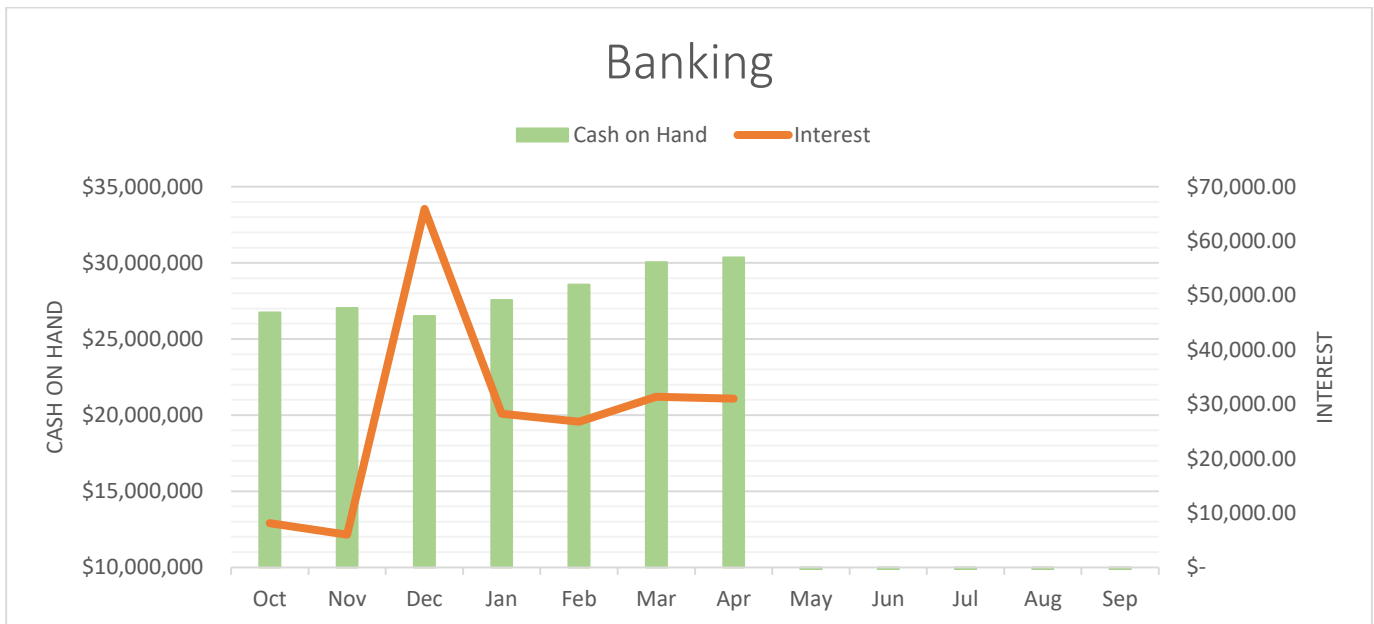
- 200-401-43010: Stall Rental Fees - \$4,272.15 was collected in stall rental fees for April.
- 200-401-44006: Riding Series – the DSRP collected \$9,535.57 in Riding Series revenues for the month.

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

- 200-401-65000: Network/Phone – This line item is currently over budget by \$12,202.33. The primary driver for this overage is the \$18,871.41 spent in April for the completion of the server room improvements. That was an FY22 project that carried over into FY23. A future budget amendment may be necessary but would come from fund balance and not negatively affect the budget.

Banking:

On April 30th, the City’s cash balance was **\$30.36 Million**. This is a 1.1% increase from the previous month’s cash balances. A total of **\$30,997.61** was collected in interest revenues for the month of April.





DRIPPING SPRINGS
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
100-000-40000	Ad Valorem Tax	2,559,204.88	2,559,204.88	50,108.81	2,538,842.51	-20,362.37	0.80 %
100-000-40001	Sales Tax Revenue	3,800,000.00	3,800,000.00	299,637.36	2,535,743.04	-1,264,256.96	33.27 %
100-000-40002	Mixed Beverage	75,000.00	75,000.00	6,693.75	55,973.10	-19,026.90	25.37 %
100-000-40006	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	3,396.91	5,785.88	1,785.88	144.65 %
100-000-41000	Solid Waste Franchise Fee	45,000.00	45,000.00	0.00	28,873.58	-16,126.42	35.84 %
100-000-42000	Alcohol Permit Fees	6,852.50	6,852.50	810.00	5,372.50	-1,480.00	21.60 %
100-000-46001	Other Revenues	40,000.00	40,000.00	407,655.50	992,402.34	952,402.34	2,481.01 %
100-000-46002	Interest	50,000.00	50,000.00	12,914.15	63,805.95	13,805.95	127.61 %
100-000-46010	CARES Act	0.00	0.00	0.00	-119.17	-119.17	0.00 %
100-000-47001	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
100-000-47005	Transfer from HOT Fund	2,404.33	2,404.33	0.00	0.00	-2,404.33	100.00 %
100-000-47010	Transfer from Wastewater Fund	4,066.66	4,066.66	0.00	0.00	-4,066.66	100.00 %
100-000-47013	Transfer From TIRZ	0.00	0.00	0.00	194,000.00	194,000.00	0.00 %
100-000-70016	Opioid Abatement	0.00	0.00	254.75	254.75	254.75	0.00 %
	Department: 000 - Undesignated Total:	6,596,928.37	6,596,928.37	781,471.23	6,420,934.48	-175,993.89	2.67%
Department: 103 - Courts							
100-103-43028	Muni Court Fines/Special Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
	Department: 103 - Courts Total:	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00%
Department: 105 - Communications							
100-105-46006	Merchandise	0.00	0.00	90.00	90.00	90.00	0.00 %
	Department: 105 - Communications Total:	0.00	0.00	90.00	90.00	90.00	0.00%
Department: 200 - Planning & Development							
100-200-42001	Health Permits/Inspections	75,000.00	75,000.00	4,010.00	54,065.00	-20,935.00	27.91 %
100-200-43000	Site Development Fees	400,000.00	400,000.00	0.00	654,246.12	254,246.12	163.56 %
100-200-43002	Zoning Fees	65,000.00	65,000.00	715.00	29,305.00	-35,695.00	54.92 %
100-200-43030	Subdivision Fees	890,750.00	890,750.00	4,475.00	232,305.42	-658,444.58	73.92 %
	Department: 200 - Planning & Development Total:	1,430,750.00	1,430,750.00	9,200.00	969,921.54	-460,828.46	32.21%
Department: 201 - Building							
100-201-42007	Sign Permits	0.00	0.00	2,675.00	13,585.00	13,585.00	0.00 %
100-201-43029	Fire Inspections	50,000.00	50,000.00	19,097.74	85,820.26	35,820.26	171.64 %
100-201-43031	Building Code Fees	1,500,000.00	1,500,000.00	262,721.98	1,115,758.37	-384,241.63	25.62 %
	Department: 201 - Building Total:	1,550,000.00	1,550,000.00	284,494.72	1,215,163.63	-334,836.37	21.60%
Department: 400 - Parks & Recreation							
100-400-44000	Sponsorships & Donations	5,000.00	5,000.00	0.00	4,840.00	-160.00	3.20 %
100-400-44001	Community Service Fees	1,800.00	1,800.00	50.00	520.00	-1,280.00	71.11 %
100-400-44002	Program & Event Fees	8,000.00	8,000.00	6,639.00	14,574.25	6,574.25	182.18 %
100-400-44004	Park Rental Income	5,950.00	5,950.00	600.00	2,518.00	-3,432.00	57.68 %
100-400-47002	Transfer from Parkland Dedication	107,000.00	107,000.00	0.00	0.00	-107,000.00	100.00 %
100-400-47003	Transfer from Landscaping Fund	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
100-400-47005	Transfer from HOT Fund	167,000.00	167,000.00	0.00	0.00	-167,000.00	100.00 %
100-400-47007	Transfer from General Fund	160,570.49	160,570.49	0.00	0.00	-160,570.49	100.00 %
	Department: 400 - Parks & Recreation Total:	456,320.49	456,320.49	7,289.00	22,452.25	-433,868.24	95.08%
Department: 402 - Aquatics							
100-402-44003	Aquatic Fees	29,400.00	29,400.00	630.50	3,987.00	-25,413.00	86.44 %
100-402-44004	Park Rental Income	16,950.00	16,950.00	211.00	307.00	-16,643.00	98.19 %
	Department: 402 - Aquatics Total:	46,350.00	46,350.00	841.50	4,294.00	-42,056.00	90.74%

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 404 - Founders Day						
100-404-45000	FD Craft/Business Booths	6,250.00	6,250.00	395.00	18,820.00	12,570.00 301.12 %
100-404-45001	FD Food Booths	1,100.00	1,100.00	0.00	0.00	-1,100.00 100.00 %
100-404-45002	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	0.00	-4,600.00 100.00 %
100-404-45003	FD Carnival	10,000.00	10,000.00	0.00	0.00	-10,000.00 100.00 %
100-404-45004	FD Parade Registration Fees	3,750.00	3,750.00	600.00	4,285.00	535.00 114.27 %
100-404-45005	FD Sponsorships	82,500.00	82,500.00	23,000.00	79,000.00	-3,500.00 4.24 %
100-404-45006	FD Parking Fees	1,700.00	1,700.00	0.00	0.00	-1,700.00 100.00 %
100-404-45007	FD Electric Fees	3,000.00	3,000.00	0.00	20.00	-2,980.00 99.33 %
Department: 404 - Founders Day Total:		112,900.00	112,900.00	23,995.00	102,125.00	-10,775.00 9.54%
Revenue Total:		10,194,248.86	10,194,248.86	1,107,381.45	8,734,980.90	-1,459,267.96 14.31%
Expense						
Department: 000 - Undesignated						
100-000-60000	Salaries	2,624,223.34	2,624,223.34	0.00	0.00	2,624,223.34 100.00 %
100-000-61000	Health Insurance	278,376.89	278,376.89	74,448.73	238,598.95	39,777.94 14.29 %
100-000-61005	Federal Withholding	209,825.09	209,825.09	0.00	0.00	209,825.09 100.00 %
100-000-61006	TMRS	156,944.31	156,944.31	0.00	0.00	156,944.31 100.00 %
100-000-62009	Human Resources Consultant	15,000.00	15,000.00	0.00	4,906.25	10,093.75 67.29 %
100-000-63004	Dues, Fees & Subscriptions	41,337.95	41,337.95	1,205.06	14,738.55	26,599.40 64.35 %
100-000-63005	Training/Continuing Education	92,892.04	92,892.04	2,444.41	36,024.86	56,867.18 61.22 %
100-000-64000	Office Supplies	30,000.00	30,000.00	2,554.33	18,000.39	11,999.61 40.00 %
100-000-64004	Office Furniture and Equipment	6,000.00	6,000.00	0.00	4,976.75	1,023.25 17.05 %
100-000-66002	Postage & Shipping	3,200.00	3,200.00	638.16	2,181.02	1,018.98 31.84 %
100-000-68004	Animal Control	3,400.00	3,400.00	0.00	3,400.00	0.00 0.00 %
100-000-69002	Economic Development	5,000.00	5,000.00	0.00	0.00	5,000.00 100.00 %
100-000-70001	Mileage	2,000.00	2,000.00	0.00	0.00	2,000.00 100.00 %
100-000-70002	Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00 100.00 %
100-000-70003	Other Expenses	10,000.00	10,000.00	166.98	3,224.54	6,775.46 67.75 %
100-000-90000	Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00 100.00 %
100-000-90002	Transfer to TIRZ	355,961.65	355,961.65	0.00	0.00	355,961.65 100.00 %
100-000-90005	Transfer to DSRP	275,884.04	275,884.04	0.00	0.00	275,884.04 100.00 %
100-000-90011	Transfer to Capital Improvements	300,000.00	300,000.00	0.00	0.00	300,000.00 100.00 %
100-000-90013	Transfer to Vehicle Replacement Fu	70,326.00	70,326.00	0.00	0.00	70,326.00 100.00 %
100-000-90015	Transfer to Farmers Marke	15,249.56	15,249.56	0.00	0.00	15,249.56 100.00 %
Department: 000 - Undesignated Total:		5,045,620.87	5,045,620.87	81,457.67	326,051.31	4,719,569.56 93.54%
Department: 100 - City Council/Boards & Commissions						
100-100-64003	Uniforms	1,500.00	1,500.00	0.00	0.00	1,500.00 100.00 %
100-100-69000	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00 100.00 %
100-100-69008	Land Acquisition	10,000.00	10,000.00	0.00	0.00	10,000.00 100.00 %
Department: 100 - City Council/Boards & Commissions Total:		18,500.00	18,500.00	0.00	0.00	18,500.00 100.00%
Department: 101 - City Administrators Office						
100-101-60000	Regular Employees	0.00	0.00	36,629.97	270,505.86	-270,505.86 0.00 %
100-101-60002	Overtime	0.00	0.00	54.65	180.58	-180.58 0.00 %
100-101-61000	Health Insurance	0.00	0.00	1,799.84	11,743.14	-11,743.14 0.00 %
100-101-61001	Dental Insurance	0.00	0.00	138.96	937.98	-937.98 0.00 %
100-101-61002	Medicare	0.00	0.00	495.24	3,648.86	-3,648.86 0.00 %
100-101-61003	Social Security	0.00	0.00	2,117.54	12,878.84	-12,878.84 0.00 %
100-101-61004	Unemployment	0.00	0.00	48.29	576.00	-576.00 0.00 %
100-101-61006	TMRS	0.00	0.00	2,223.08	16,200.77	-16,200.77 0.00 %
Department: 101 - City Administrators Office Total:		0.00	0.00	43,507.57	316,672.03	-316,672.03 0.00%
Department: 102 - City Secretary						
100-102-60000	Regular Employees	0.00	0.00	9,923.94	60,626.57	-60,626.57 0.00 %
100-102-60001	Part-time Employees	0.00	0.00	800.00	8,672.05	-8,672.05 0.00 %
100-102-60002	Overtime	0.00	0.00	165.55	570.98	-570.98 0.00 %
100-102-61000	Health Insurance	0.00	0.00	1,185.62	5,668.57	-5,668.57 0.00 %
100-102-61001	Dental Insurance	0.00	0.00	69.48	330.03	-330.03 0.00 %
100-102-61002	Medicare	0.00	0.00	147.96	986.93	-986.93 0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-102-61003	0.00	0.00	632.67	4,219.93	-4,219.93	0.00 %
100-102-61004	0.00	0.00	26.98	357.52	-357.52	0.00 %
100-102-61006	0.00	0.00	611.42	3,670.96	-3,670.96	0.00 %
100-102-62000	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-102-62018	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
100-102-64003	0.00	0.00	0.00	45.00	-45.00	0.00 %
100-102-66003	6,000.00	6,000.00	250.88	3,099.26	2,900.74	48.35 %
100-102-69003	1,220.00	1,220.00	60.00	420.00	800.00	65.57 %
100-102-70001	0.00	0.00	0.00	32.50	-32.50	0.00 %
Department: 102 - City Secretary Total:	23,220.00	23,220.00	13,874.50	88,700.30	-65,480.30	-282.00%
Department: 103 - Courts						
100-103-60001	0.00	0.00	242.81	3,507.20	-3,507.20	0.00 %
100-103-61002	0.00	0.00	3.52	50.87	-50.87	0.00 %
100-103-61003	0.00	0.00	15.05	217.44	-217.44	0.00 %
100-103-61004	0.00	0.00	3.88	56.13	-56.13	0.00 %
100-103-62003	15,500.00	15,500.00	500.00	4,610.00	10,890.00	70.26 %
Department: 103 - Courts Total:	15,500.00	15,500.00	765.26	8,441.64	7,058.36	45.54%
Department: 104 - City Attorney						
100-104-60000	0.00	0.00	12,269.23	91,953.81	-91,953.81	0.00 %
100-104-60001	0.00	0.00	335.00	620.00	-620.00	0.00 %
100-104-61000	0.00	0.00	600.48	4,503.60	-4,503.60	0.00 %
100-104-61001	0.00	0.00	34.74	260.55	-260.55	0.00 %
100-104-61002	0.00	0.00	174.44	1,279.90	-1,279.90	0.00 %
100-104-61003	0.00	0.00	745.85	5,472.49	-5,472.49	0.00 %
100-104-61004	0.00	0.00	5.36	153.92	-153.92	0.00 %
100-104-61006	0.00	0.00	743.52	5,503.81	-5,503.81	0.00 %
100-104-62003	55,800.00	55,800.00	923.85	14,833.42	40,966.58	73.42 %
100-104-69004	60,000.00	60,000.00	5,000.00	25,000.00	35,000.00	58.33 %
Department: 104 - City Attorney Total:	115,800.00	115,800.00	20,832.47	149,581.50	-33,781.50	-29.17%
Department: 105 - Communications						
100-105-60000	0.00	0.00	11,687.72	73,851.30	-73,851.30	0.00 %
100-105-61000	0.00	0.00	1,206.48	5,823.84	-5,823.84	0.00 %
100-105-61001	0.00	0.00	69.48	330.03	-330.03	0.00 %
100-105-61002	0.00	0.00	168.74	1,065.36	-1,065.36	0.00 %
100-105-61003	0.00	0.00	721.48	4,555.13	-4,555.13	0.00 %
100-105-61004	0.00	0.00	5.57	288.03	-288.03	0.00 %
100-105-61006	0.00	0.00	708.28	4,429.30	-4,429.30	0.00 %
100-105-66000	6,625.00	6,625.00	6,676.25	6,676.25	-51.25	-0.77 %
100-105-66005	5,200.00	5,200.00	0.00	270.53	4,929.47	94.80 %
Department: 105 - Communications Total:	11,825.00	11,825.00	21,244.00	97,289.77	-85,464.77	-722.75%
Department: 106 - IT						
100-106-60000	0.00	0.00	5,649.92	41,232.01	-41,232.01	0.00 %
100-106-61000	0.00	0.00	608.68	4,274.62	-4,274.62	0.00 %
100-106-61001	0.00	0.00	34.74	243.18	-243.18	0.00 %
100-106-61002	0.00	0.00	81.78	596.87	-596.87	0.00 %
100-106-61003	0.00	0.00	349.70	2,552.22	-2,552.22	0.00 %
100-106-61004	0.00	0.00	0.00	144.01	-144.01	0.00 %
100-106-61006	0.00	0.00	342.39	2,468.10	-2,468.10	0.00 %
100-106-64001	105,890.00	113,690.00	6,701.92	63,214.96	50,475.04	44.40 %
100-106-64002	218,759.00	265,318.00	12,447.63	146,936.07	118,381.93	44.62 %
100-106-65000	36,830.84	36,830.84	9,029.72	23,819.41	13,011.43	35.33 %
Department: 106 - IT Total:	361,479.84	415,838.84	35,246.48	285,481.45	130,357.39	31.35%
Department: 107 - Finance						
100-107-60000	0.00	0.00	15,942.71	119,510.25	-119,510.25	0.00 %
100-107-60002	0.00	0.00	34.69	287.34	-287.34	0.00 %
100-107-61000	0.00	0.00	1,781.68	13,357.86	-13,357.86	0.00 %
100-107-61001	0.00	0.00	104.22	781.65	-781.65	0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-107-61002	0.00	0.00	215.22	1,558.76	-1,558.76	0.00 %
100-107-61003	0.00	0.00	920.23	6,664.83	-6,664.83	0.00 %
100-107-61004	0.00	0.00	0.00	431.99	-431.99	0.00 %
100-107-61006	0.00	0.00	968.22	7,170.17	-7,170.17	0.00 %
100-107-62001	35,000.00	35,000.00	10,150.00	45,150.00	-10,150.00	-29.00 %
100-107-64003	300.00	300.00	0.00	0.00	300.00	100.00 %
100-107-67000	25,000.00	25,000.00	4,953.50	15,078.50	9,921.50	39.69 %
100-107-67001	41,000.00	41,000.00	11,250.00	34,451.00	6,549.00	15.97 %
100-107-67002	25,000.00	25,000.00	5,702.25	42,113.75	-17,113.75	-68.46 %
100-107-70001	0.00	0.00	0.00	157.69	-157.69	0.00 %
100-107-90003	760,000.00	760,000.00	127,446.17	507,148.60	252,851.40	33.27 %
100-107-90004	218,880.00	218,880.00	47,195.71	113,709.13	105,170.87	48.05 %
Department: 107 - Finance Total:	1,105,180.00	1,105,180.00	226,664.60	907,571.52	197,608.48	17.88%
Department: 200 - Planning & Development						
100-200-60000	0.00	0.00	15,322.59	118,794.85	-118,794.85	0.00 %
100-200-60002	0.00	0.00	70.25	86.00	-86.00	0.00 %
100-200-61000	0.00	0.00	1,218.96	10,836.85	-10,836.85	0.00 %
100-200-61001	0.00	0.00	69.48	625.32	-625.32	0.00 %
100-200-61002	0.00	0.00	215.44	1,665.24	-1,665.24	0.00 %
100-200-61003	0.00	0.00	921.18	7,120.32	-7,120.32	0.00 %
100-200-61004	0.00	0.00	54.89	356.58	-356.58	0.00 %
100-200-61006	0.00	0.00	932.80	7,103.35	-7,103.35	0.00 %
100-200-62002	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
100-200-62005	50,000.00	50,000.00	0.00	40,156.63	9,843.37	19.69 %
100-200-62006	5,000.00	5,000.00	0.00	2,250.00	2,750.00	55.00 %
100-200-62007	3,500.00	3,500.00	0.00	2,687.50	812.50	23.21 %
100-200-62010	250,000.00	250,000.00	9,267.00	84,199.10	165,800.90	66.32 %
100-200-64003	0.00	0.00	58.00	510.00	-510.00	0.00 %
100-200-70001	0.00	0.00	0.00	55.35	-55.35	0.00 %
Department: 200 - Planning & Development Total:	378,500.00	378,500.00	28,130.59	276,447.09	102,052.91	26.96%
Department: 201 - Building						
100-201-60000	0.00	0.00	26,435.61	171,248.37	-171,248.37	0.00 %
100-201-60002	0.00	0.00	329.28	3,381.29	-3,381.29	0.00 %
100-201-61000	0.00	0.00	3,547.50	21,255.22	-21,255.22	0.00 %
100-201-61001	0.00	0.00	208.44	1,246.30	-1,246.30	0.00 %
100-201-61002	0.00	0.00	383.55	2,504.65	-2,504.65	0.00 %
100-201-61003	0.00	0.00	1,640.07	10,709.90	-10,709.90	0.00 %
100-201-61004	0.00	0.00	0.00	985.82	-985.82	0.00 %
100-201-61006	0.00	0.00	1,621.96	10,417.84	-10,417.84	0.00 %
100-201-62004	750,000.00	750,000.00	255,696.99	703,236.01	46,763.99	6.24 %
100-201-62008	1,000.00	1,000.00	0.00	2,062.50	-1,062.50	-106.25 %
100-201-62014	40,000.00	40,000.00	34,582.94	57,560.35	-17,560.35	-43.90 %
100-201-64003	1,700.00	1,700.00	0.00	1,771.17	-71.17	-4.19 %
100-201-64008	0.00	0.00	0.00	65.81	-65.81	0.00 %
100-201-70001	0.00	0.00	239.73	458.29	-458.29	0.00 %
Department: 201 - Building Total:	792,700.00	792,700.00	324,686.07	986,903.52	-194,203.52	-24.50%
Department: 300 - Wastewater						
100-300-60000	0.00	0.00	10,569.24	67,349.01	-67,349.01	0.00 %
100-300-60002	0.00	0.00	0.00	381.23	-381.23	0.00 %
100-300-60003	0.00	0.00	400.00	2,000.00	-2,000.00	0.00 %
100-300-61000	0.00	0.00	598.66	5,772.77	-5,772.77	0.00 %
100-300-61001	0.00	0.00	34.74	334.37	-334.37	0.00 %
100-300-61002	0.00	0.00	150.44	940.95	-940.95	0.00 %
100-300-61003	0.00	0.00	643.27	4,023.39	-4,023.39	0.00 %
100-300-61004	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-300-61006	0.00	0.00	664.74	4,169.19	-4,169.19	0.00 %
100-300-64003	2,360.00	2,360.00	0.00	1,575.13	784.87	33.26 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-300-71001	Transportation Improvement Proje	1,096,332.00	1,096,332.00	61,878.75	233,877.01	862,454.99	78.67 %
	Department: 300 - Wastewater Total:	1,098,692.00	1,098,692.00	74,939.84	320,567.05	778,124.95	70.82%
	Department: 304 - Maintenance						
100-304-60000	Regular Employees	0.00	0.00	24,958.59	180,079.65	-180,079.65	0.00 %
100-304-60002	Overtime	0.00	0.00	832.85	4,788.01	-4,788.01	0.00 %
100-304-60003	On Call Pay	0.00	0.00	800.00	6,000.00	-6,000.00	0.00 %
100-304-61000	Health Insurance	0.00	0.00	3,550.88	24,871.43	-24,871.43	0.00 %
100-304-61001	Dental Insurance	0.00	0.00	208.44	1,458.11	-1,458.11	0.00 %
100-304-61002	Medicare	0.00	0.00	376.82	2,701.58	-2,701.58	0.00 %
100-304-61003	Social Security	0.00	0.00	1,611.26	11,551.81	-11,551.81	0.00 %
100-304-61004	Unemployment	0.00	0.00	0.00	941.29	-941.29	0.00 %
100-304-61006	TMRS	0.00	0.00	1,611.42	11,429.64	-11,429.64	0.00 %
100-304-62305	Vandalism Repairs	0.00	0.00	0.00	-3,141.85	3,141.85	0.00 %
100-304-63000	Office Maintenance/Repairs	18,510.00	18,510.00	1,509.42	7,508.76	11,001.24	59.43 %
100-304-63001	Equipment Maintenance	5,500.00	5,500.00	274.68	312.66	5,187.34	94.32 %
100-304-63002	Fleet Maintenance	44,180.00	44,180.00	4,916.59	25,794.40	18,385.60	41.62 %
100-304-63008	Stephenson Building & Lawn Maint	6,000.00	6,000.00	0.00	127.65	5,872.35	97.87 %
100-304-63009	Street/ROW Maintenance	204,050.00	204,050.00	4,103.66	62,258.01	141,791.99	69.49 %
100-304-63018	Triangle/Veterans Park Maintenanc	0.00	0.00	0.00	247.42	-247.42	0.00 %
100-304-63023	General Maintenance	0.00	0.00	0.00	53.65	-53.65	0.00 %
100-304-64003	Uniforms	12,320.00	12,320.00	0.00	1,767.45	10,552.55	85.65 %
100-304-64006	Fleet Acquisition	50,000.00	50,000.00	524.20	36,283.06	13,716.94	27.43 %
100-304-64009	Maintenance Equipment	97,500.00	97,500.00	37,195.52	84,287.86	13,212.14	13.55 %
100-304-64010	Maintenance Supplies	5,100.00	5,100.00	533.40	2,602.73	2,497.27	48.97 %
100-304-65001	Street Electricity	20,000.00	20,000.00	1,034.60	8,714.38	11,285.62	56.43 %
100-304-65002	City Streets Water	4,000.00	4,000.00	281.73	1,691.02	2,308.98	57.72 %
100-304-65003	Office Electricity	5,500.00	5,500.00	0.00	2,202.18	3,297.82	59.96 %
100-304-65004	Office Water	650.00	650.00	42.41	251.99	398.01	61.23 %
100-304-65005	Stephenson Bldg Electric	1,500.00	1,500.00	0.00	382.78	1,117.22	74.48 %
100-304-65006	Stephenson Water	500.00	500.00	35.41	211.77	288.23	57.65 %
100-304-65009	Triangle Electric	0.00	0.00	0.00	191.25	-191.25	0.00 %
100-304-69001	Lighting Compliance	2,000.00	2,000.00	0.00	240.00	1,760.00	88.00 %
100-304-69006	Stephenson Bldg Improvements	210,000.00	210,000.00	0.00	4,962.50	205,037.50	97.64 %
100-304-69010	Downtown Bathroom	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
100-304-69011	City Hall Planning	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
100-304-71002	Street Improvements	693,707.99	693,707.99	0.00	175,264.47	518,443.52	74.74 %
100-304-71003	City Hall Improvements	500,000.00	500,000.00	0.00	7,835.50	492,164.50	98.43 %
	Department: 304 - Maintenance Total:	2,111,017.99	2,111,017.99	84,401.88	663,871.16	1,447,146.83	68.55%
	Department: 400 - Parks & Recreation						
100-400-60000	Regular Employees	0.00	0.00	11,566.38	81,901.20	-81,901.20	0.00 %
100-400-60001	Part-time Employees	13,400.00	13,400.00	0.00	0.00	13,400.00	100.00 %
100-400-60005	Camp Staff	0.00	0.00	72.00	2,841.32	-2,841.32	0.00 %
100-400-61000	Health Insurance	0.00	0.00	610.86	2,673.59	-2,673.59	0.00 %
100-400-61001	Dental Insurance	0.00	0.00	34.74	146.28	-146.28	0.00 %
100-400-61002	Medicare	0.00	0.00	167.94	1,225.36	-1,225.36	0.00 %
100-400-61003	Social Security	0.00	0.00	718.06	5,239.23	-5,239.23	0.00 %
100-400-61004	Unemployment	0.00	0.00	1.15	311.16	-311.16	0.00 %
100-400-61006	TMRS	0.00	0.00	700.92	4,905.52	-4,905.52	0.00 %
100-400-62011	Park Consultant	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
100-400-63004	Dues, Fees & Subscriptions	1,464.50	1,464.50	0.00	459.56	1,004.94	68.62 %
100-400-63010	Sports & Rec Park Lawn Mainten	0.00	0.00	2,550.00	3,720.00	-3,720.00	0.00 %
100-400-63011	Founders Park Lawn Maintenance	0.00	0.00	520.00	2,040.00	-2,040.00	0.00 %
100-400-63012	Charro Ranch Landscaping	0.00	0.00	670.00	1,990.00	-1,990.00	0.00 %
100-400-63013	General Parks Maintenance	1,000.00	1,000.00	346.70	568.89	431.11	43.11 %
100-400-63015	Founders Park/Pool Maintenance	50,740.00	50,740.00	1,437.16	4,069.40	46,670.60	91.98 %
100-400-63016	Sports & Rec Park Maintenance	31,420.00	31,420.00	318.88	495.12	30,924.88	98.42 %
100-400-63017	Charro Ranch Park Maintenance	7,250.00	7,250.00	0.00	222.57	7,027.43	96.93 %
100-400-63018	Triangle/Veterans Park Maintenanc	700.00	700.00	0.00	18.94	681.06	97.29 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
100-400-63036	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-63037	Rathgeber Maintenance	900.00	900.00	0.00	978.69	-78.69	-8.74 %
100-400-64005	Equipment Rental	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-400-64011	Park Supplies	8,550.00	8,550.00	518.53	2,480.89	6,069.11	70.98 %
100-400-64012	Charro Ranch Supplies	1,500.00	1,500.00	0.00	1,237.72	262.28	17.49 %
100-400-64013	Founders Park/Pool Supplies	0.00	0.00	3,677.53	9,460.12	-9,460.12	0.00 %
100-400-64014	Sports & Rec Park Supplies	400.00	400.00	0.00	0.00	400.00	100.00 %
100-400-64015	Park Program & Event Supplies	20,050.00	20,050.00	1,702.98	10,326.63	9,723.37	48.50 %
100-400-65007	Portable Toilets	7,250.00	7,250.00	780.00	3,980.00	3,270.00	45.10 %
100-400-65009	Triangle Electric	500.00	500.00	0.00	0.00	500.00	100.00 %
100-400-65010	Triangle Water	1,000.00	1,000.00	35.18	211.08	788.92	78.89 %
100-400-65011	Sports & Rec Park Water	13,000.00	13,000.00	9,267.61	20,311.16	-7,311.16	-56.24 %
100-400-65012	Sports & Rec Park Electricy	2,500.00	2,500.00	-46.32	1,181.98	1,318.02	52.72 %
100-400-65014	Founders Park/Pool Electricy	0.00	0.00	0.00	2,892.98	-2,892.98	0.00 %
100-400-66001	Advertising	11,250.00	11,250.00	226.36	1,185.22	10,064.78	89.46 %
100-400-66004	City Sponsored Events	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
100-400-70003	Other Expenses	11,500.00	11,500.00	0.00	10,896.70	603.30	5.25 %
100-400-70007	Sponsored Events	0.00	0.00	0.00	1,760.00	-1,760.00	0.00 %
100-400-71004	All Parks Improvements	6,500.00	6,500.00	992.86	5,120.68	1,379.32	21.22 %
100-400-71005	Founders Park/Pool Improvmts	187,048.36	187,048.36	0.00	39,340.35	147,708.01	78.97 %
100-400-71006	Sports & Rec Park Improvements	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
100-400-71007	Charro Ranch Improvements	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
100-400-71009	Triangle Improvements	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
100-400-71010	Rathgeber Improvements	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00 %
100-400-71012	Skate Park Improvements	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
Department: 400 - Parks & Recreation Total:		747,422.86	747,422.86	36,869.52	224,192.34	523,230.52	70.00%
Department: 401 - DSRP							
100-401-60000	Regular Employees	485,020.13	485,020.13	31,415.21	239,314.02	245,706.11	50.66 %
100-401-60002	Overtime	0.00	0.00	443.48	2,991.47	-2,991.47	0.00 %
100-401-60003	On Call Pay	0.00	0.00	800.00	6,000.00	-6,000.00	0.00 %
100-401-61000	Health Insurance	73,071.07	73,071.07	3,558.66	27,146.49	45,924.58	62.85 %
100-401-61001	Dental Insurance	0.00	0.00	208.44	1,590.72	-1,590.72	0.00 %
100-401-61002	Medicare	0.00	0.00	454.88	3,457.60	-3,457.60	0.00 %
100-401-61003	Social Security	0.00	0.00	1,944.94	14,783.79	-14,783.79	0.00 %
100-401-61004	Unemployment	0.00	0.00	9.76	1,377.72	-1,377.72	0.00 %
100-401-61005	Federal Withholding	38,873.31	38,873.31	0.00	0.00	38,873.31	100.00 %
100-401-61006	TMRS	27,399.78	27,399.78	1,979.12	14,855.29	12,544.49	45.78 %
Department: 401 - DSRP Total:		624,364.29	624,364.29	40,814.49	311,517.10	312,847.19	50.11%
Department: 402 - Aquatics							
100-402-60000	Regular Employees	0.00	0.00	4,507.69	34,782.14	-34,782.14	0.00 %
100-402-60007	Aquatic Staff	77,043.15	77,043.15	0.00	0.00	77,043.15	100.00 %
100-402-61000	Health Insurance	0.00	0.00	591.54	4,435.13	-4,435.13	0.00 %
100-402-61001	Dental Insurance	0.00	0.00	34.74	260.55	-260.55	0.00 %
100-402-61002	Medicare	0.00	0.00	65.36	504.33	-504.33	0.00 %
100-402-61003	Social Security	0.00	0.00	279.48	2,156.51	-2,156.51	0.00 %
100-402-61004	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
100-402-61006	TMRS	0.00	0.00	273.16	2,081.18	-2,081.18	0.00 %
100-402-63005	Training/Continuing Education	0.00	0.00	0.00	769.81	-769.81	0.00 %
100-402-63015	Founders Park/Pool Maintenance	16,000.00	16,000.00	8,620.93	15,418.93	581.07	3.63 %
100-402-64003	Uniforms	0.00	0.00	475.15	475.15	-475.15	0.00 %
100-402-64013	Pool Supplies	24,705.00	24,705.00	7,849.00	11,945.28	12,759.72	51.65 %
100-402-65000	Network/Phone	1,650.00	1,650.00	110.56	739.26	910.74	55.20 %
100-402-65013	FMP Pool/Pavilion Water	6,000.00	6,000.00	242.94	1,410.66	4,589.34	76.49 %
100-402-65014	FMP Pool/Pavilion Electric	7,250.00	7,250.00	0.00	0.00	7,250.00	100.00 %
100-402-65019	Propane/Natural Gas	20,000.00	20,000.00	0.00	1,316.00	18,684.00	93.42 %
100-402-71011	Founders Pool Improvements	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
Department: 402 - Aquatics Total:		154,148.15	154,148.15	23,050.55	76,438.93	77,709.22	50.41%

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 404 - Founders Day							
100-404-63019	FD Clean Up	5,500.00	5,500.00	7,000.00	7,000.00	-1,500.00	-27.27 %
100-404-63038	FD Transportation	4,500.00	4,500.00	6,564.00	6,564.00	-2,064.00	-45.87 %
100-404-64016	FD Event Supplies	5,000.00	5,000.00	2,798.00	2,798.00	2,202.00	44.04 %
100-404-64017	FD Event Tent, Table, & Chairs	4,000.00	4,000.00	3,546.94	3,546.94	453.06	11.33 %
100-404-64018	FD Barricades	19,000.00	19,000.00	6,261.00	6,261.00	12,739.00	67.05 %
100-404-65007	Portable Toilets	12,000.00	12,000.00	13,590.00	13,590.00	-1,590.00	-13.25 %
100-404-65016	FD Electricity	6,400.00	6,400.00	0.00	0.00	6,400.00	100.00 %
100-404-66008	FD Parade	650.00	650.00	0.00	0.00	650.00	100.00 %
100-404-66009	FD Publicity	9,500.00	9,500.00	0.00	3,595.76	5,904.24	62.15 %
100-404-66010	Events, Entertainment & Activities	22,500.00	22,500.00	17,200.00	17,200.00	5,300.00	23.56 %
100-404-66012	FD Sponsorship	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
100-404-68005	FD Security	32,500.00	32,500.00	13,795.00	27,985.00	4,515.00	13.89 %
100-404-68006	FD Health, Safety & Lighting	15,500.00	15,500.00	15,915.00	26,922.05	-11,422.05	-73.69 %
100-404-70002	FD Contingencies	3,438.01	3,438.01	0.00	0.00	3,438.01	100.00 %
Department: 404 - Founders Day Total:		146,488.01	146,488.01	86,669.94	115,462.75	31,025.26	21.18%
Department: 500 - Emergency Management							
100-500-60000	Regular Employees	0.00	0.00	5,676.92	42,738.47	-42,738.47	0.00 %
100-500-61000	Health Insurance	0.00	0.00	15.94	117.65	-117.65	0.00 %
100-500-61001	Dental Insurance	0.00	0.00	34.74	260.55	-260.55	0.00 %
100-500-61002	Medicare	0.00	0.00	82.32	619.74	-619.74	0.00 %
100-500-61003	Social Security	0.00	0.00	351.96	2,649.75	-2,649.75	0.00 %
100-500-61004	Unemployment	0.00	0.00	0.00	144.01	-144.01	0.00 %
100-500-61006	TMRS	0.00	0.00	344.02	2,557.95	-2,557.95	0.00 %
100-500-64000	Office Supplies	0.00	0.00	0.00	225.22	-225.22	0.00 %
100-500-64003	Uniforms	500.00	500.00	0.00	0.00	500.00	100.00 %
100-500-68000	Emergency Management Equip	45,690.00	45,690.00	4,290.75	53,062.28	-7,372.28	-16.14 %
100-500-68001	Emergency Fire& Safety	611.00	611.00	83.00	1,067.81	-456.81	-74.76 %
100-500-68002	Emergency Management PR	2,000.00	2,000.00	300.00	300.00	1,700.00	85.00 %
100-500-68003	Emergency Equipment Maint	11,702.00	11,702.00	21,320.00	24,030.86	-12,328.86	-105.36 %
100-500-70003	Other Expenses	30,000.00	30,000.00	0.00	23,089.50	6,910.50	23.04 %
100-500-70015	Winter Storm Mara	0.00	0.00	0.00	108,278.69	-108,278.69	0.00 %
Department: 500 - Emergency Management Total:		90,503.00	90,503.00	32,499.65	259,142.48	-168,639.48	-186.34%
Expense Total:		12,840,962.01	12,895,321.01	1,175,655.08	5,414,331.94	7,480,989.07	58.01%
Fund: 100 - General Fund Surplus (Deficit):		-2,646,713.15	-2,701,072.15	-68,273.63	3,320,648.96	6,021,721.11	222.94%
Fund: 200 - Dripping Springs Ranch Park							
Revenue							
Department: 401 - DSRP							
200-401-42008	Riding Permit Fees	9,500.00	9,500.00	0.00	6,860.00	-2,640.00	27.79 %
200-401-43010	Stall Rental Fees	37,200.00	37,200.00	4,272.15	24,764.15	-12,435.85	33.43 %
200-401-43011	RV Site Rental Fees	19,000.00	19,000.00	620.00	9,495.00	-9,505.00	50.03 %
200-401-43012	Facility Rental Fees	113,500.00	113,500.00	1,350.00	74,472.74	-39,027.26	34.39 %
200-401-43013	Equipment Rental Fees	6,000.00	6,000.00	900.00	4,990.00	-1,010.00	16.83 %
200-401-43014	Staff & Miscellaneous Fees	4,000.00	4,000.00	50.00	3,772.24	-227.76	5.69 %
200-401-43015	Cleaning Fees	25,000.00	25,000.00	0.00	14,248.43	-10,751.57	43.01 %
200-401-44000	Sponsorships & Donations	52,275.00	52,275.00	0.00	25.00	-52,250.00	99.95 %
200-401-44002	Program & Event Fees	0.00	0.00	0.00	90.00	90.00	0.00 %
200-401-44005	Coyote Camp	137,100.00	137,100.00	0.00	0.00	-137,100.00	100.00 %
200-401-44006	Riding Series	82,000.00	82,000.00	9,535.57	21,610.16	-60,389.84	73.65 %
200-401-44007	Miscellaneous Events	2,000.00	2,000.00	100.00	24,162.00	22,162.00	1,208.10 %
200-401-44008	Program Fees	15,100.00	15,100.00	820.00	920.00	-14,180.00	93.91 %
200-401-46001	Other Revenues	500.00	500.00	0.00	-1,181.24	-1,681.24	336.25 %
200-401-46002	Interest	600.00	600.00	204.14	1,838.20	1,238.20	306.37 %
200-401-46006	Merchandise Sales	21,065.20	21,065.20	1,647.00	18,505.00	-2,560.20	12.15 %
200-401-47004	Transfer from Ag Facility Fund	47,495.00	47,495.00	0.00	0.00	-47,495.00	100.00 %
200-401-47005	Transfer from HOT Fund	395,000.00	395,000.00	0.00	0.00	-395,000.00	100.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-47007 Transfer from General Fund	275,884.04	275,884.04	0.00	0.00	-275,884.04	100.00 %
Department: 401 - DSRP Total:	1,243,219.24	1,243,219.24	19,498.86	204,571.68	-1,038,647.56	83.55%
Revenue Total:	1,243,219.24	1,243,219.24	19,498.86	204,571.68	-1,038,647.56	83.55%

Expense

Department: 400 - Parks & Recreation

200-400-63035 Ranch House Maintenance	10,000.00	10,000.00	4,604.89	6,404.89	3,595.11	35.95 %
200-400-64024 Ranch House Supplies	1,000.00	1,000.00	0.00	162.80	837.20	83.72 %
200-400-64025 Ranch House Equipment	0.00	0.00	0.00	255.00	-255.00	0.00 %
Department: 400 - Parks & Recreation Total:	11,000.00	11,000.00	4,604.89	6,822.69	4,177.31	37.98%

Department: 401 - DSRP

200-401-60003 On Call Pay	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00 %
200-401-60005 Camp Staff	108,246.48	108,246.48	0.00	0.00	108,246.48	100.00 %
200-401-63000 Building/Office Maintenance	0.00	0.00	22,951.39	32,777.93	-32,777.93	0.00 %
200-401-63001 Equipment Maintenance	25,000.00	25,000.00	7,164.87	14,322.90	10,677.10	42.71 %
200-401-63002 Fleet Maintenance	5,500.00	5,500.00	0.00	55.00	5,445.00	99.00 %
200-401-63003 Lawn Maintenance	0.00	0.00	2,560.00	5,120.00	-5,120.00	0.00 %
200-401-63004 Dues, Fees & Subscriptions	5,127.50	5,127.50	20.00	3,002.40	2,125.10	41.45 %
200-401-63005 Training/Continuing Education	9,500.00	9,500.00	16.24	7,729.06	1,770.94	18.64 %
200-401-63023 General Maintenance	206,490.00	206,490.00	276.94	44,165.21	162,324.79	78.61 %
200-401-63024 Stall Cleaning & Repair	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
200-401-63028 Lift Station Maintenance	12,000.00	12,000.00	0.00	6,528.52	5,471.48	45.60 %
200-401-64000 Office Supplies	10,000.00	10,000.00	40.90	1,346.43	8,653.57	86.54 %
200-401-64001 IT Equipment	0.00	0.00	0.00	1,519.93	-1,519.93	0.00 %
200-401-64003 Uniforms	0.00	0.00	214.99	759.99	-759.99	0.00 %
200-401-64004 Office Furniture and Equipment	0.00	0.00	0.00	1,017.88	-1,017.88	0.00 %
200-401-64005 Equipment Rental	2,000.00	2,000.00	1,126.00	1,627.45	372.55	18.63 %
200-401-64007 Fleet Supplies	0.00	0.00	0.00	506.37	-506.37	0.00 %
200-401-64008 Fuel	0.00	0.00	1,487.94	1,588.39	-1,588.39	0.00 %
200-401-64011 Park Supplies	25,500.00	25,500.00	0.00	0.00	25,500.00	100.00 %
200-401-64015 Park Program & Event Supplies	0.00	0.00	0.00	98.00	-98.00	0.00 %
200-401-64020 Building Supplies	0.00	0.00	0.00	687.15	-687.15	0.00 %
200-401-64021 Merchandise	10,500.00	10,500.00	0.00	14,231.13	-3,731.13	-35.53 %
200-401-64023 Equipment	267,250.00	267,250.00	0.00	26,725.01	240,524.99	90.00 %
200-401-64026 Sponsorship Expenses	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
200-401-64027 Coyote Camp	16,000.00	16,000.00	4,772.45	5,129.42	10,870.58	67.94 %
200-401-64028 Riding Series	32,000.00	32,000.00	2,803.28	23,599.00	8,401.00	26.25 %
200-401-64029 Miscellaneous Events	700.00	700.00	995.87	15,277.51	-14,577.51	-2,082.50 %
200-401-64030 Programming	8,000.00	8,000.00	861.78	2,891.78	5,108.22	63.85 %
200-401-65000 Network/Phone	11,316.40	11,316.40	18,912.73	23,518.73	-12,202.33	-107.83 %
200-401-65004 Office Water	7,000.00	7,000.00	556.67	556.67	6,443.33	92.05 %
200-401-65005 Water	0.00	0.00	0.00	3,420.74	-3,420.74	0.00 %
200-401-65007 Portable Toilets	2,500.00	2,500.00	80.00	555.00	1,945.00	77.80 %
200-401-65008 Alarm	6,660.00	6,660.00	0.00	0.00	6,660.00	100.00 %
200-401-65017 Electricity	60,000.00	60,000.00	5,688.87	30,421.64	29,578.36	49.30 %
200-401-65018 Septic	750.00	750.00	0.00	0.00	750.00	100.00 %
200-401-65019 Propane/Natural Gas	2,500.00	2,500.00	734.99	1,942.71	557.29	22.29 %
200-401-65020 On Call Phone	501.60	501.60	0.00	0.00	501.60	100.00 %
200-401-66001 Advertising	17,750.00	17,750.00	192.00	261.94	17,488.06	98.52 %
200-401-70001 Mileage	500.00	500.00	0.00	0.00	500.00	100.00 %
200-401-70002 Contingencies/Emergency Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
200-401-70003 Other Expenses	20,000.00	20,000.00	0.00	-257.63	20,257.63	101.29 %
200-401-70004 Hays County Livestock Board Agree	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00 %
200-401-70007 Sponsored Events	7,900.00	7,900.00	0.00	208.22	7,691.78	97.36 %
200-401-70013 DSRP Sales Tax	0.00	0.00	757.78	1,929.67	-1,929.67	0.00 %
200-401-71008 DSRP Improvements	345,000.00	345,000.00	0.00	10,705.99	334,294.01	96.90 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
200-401-90013 Transfer to Vehicle Replacement Fu	29,595.00	29,595.00	0.00	0.00	29,595.00	100.00 %
Department: 401 - DSRP Total:	1,335,486.98	1,335,486.98	72,215.69	283,970.14	1,051,516.84	78.74%
Expense Total:	1,346,486.98	1,346,486.98	76,820.58	290,792.83	1,055,694.15	78.40%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-103,267.74	-103,267.74	-57,321.72	-86,221.15	17,046.59	16.51%
Fund: 400 - Utilities						
Revenue						
Department: 300 - Wastewater						
400-300-41002 ROW Fees	0.00	0.00	0.00	33.53	33.53	0.00 %
400-300-41004 Texas Gas Franchise Fees	0.00	0.00	0.00	4,893.82	4,893.82	0.00 %
400-300-43018 Wastewater Service Fees	1,285,365.12	1,285,365.12	124,464.92	766,114.97	-519,250.15	40.40 %
400-300-43020 Late Fees	9,600.00	9,600.00	1,604.98	10,219.95	619.95	106.46 %
400-300-43021 Delayed Connection Fees	5,000.00	5,000.00	0.00	15,000.00	10,000.00	300.00 %
400-300-43023 Transfer Fees	9,000.00	9,000.00	0.00	0.00	-9,000.00	100.00 %
400-300-43024 Over Use Fees	150,000.00	150,000.00	16,186.62	94,082.11	-55,917.89	37.28 %
400-300-46001 Other Revenues	95,000.00	95,000.00	0.00	0.00	-95,000.00	100.00 %
400-300-46002 Interest	0.00	0.00	0.00	5,675.11	5,675.11	0.00 %
400-300-47008 Transfer from TWDB	4,420,000.00	4,420,000.00	0.00	0.00	-4,420,000.00	100.00 %
400-300-47009 Sales Tax	760,000.00	760,000.00	127,446.17	507,148.60	-252,851.40	33.27 %
Department: 300 - Wastewater Total:	6,733,965.12	6,733,965.12	269,702.69	1,403,168.09	-5,330,797.03	79.16%
Department: 301 - Water						
400-301-43038 Meter Set Fees	0.00	0.00	0.00	1,475.00	1,475.00	0.00 %
400-301-43040 Water Base Rate	7,800.00	7,800.00	2,047.09	19,644.08	11,844.08	251.85 %
400-301-43041 Water Usage	150,000.00	150,000.00	1,271.67	60,073.34	-89,926.66	59.95 %
400-301-43043 Equipment Fee	0.00	0.00	0.00	774.00	774.00	0.00 %
400-301-43044 Inspection Fees	0.00	0.00	0.00	50.00	50.00	0.00 %
400-301-46001 Other Revenues	0.00	0.00	119.01	4,370.75	4,370.75	0.00 %
Department: 301 - Water Total:	157,800.00	157,800.00	3,437.77	86,387.17	-71,412.83	45.26%
Department: 310 - Utility Operations						
400-310-41001 PEC Franchise Fee	130,000.00	130,000.00	0.00	90,730.27	-39,269.73	30.21 %
400-310-41002 ROW Fees	6,000.00	6,000.00	8.80	2,373.34	-3,626.66	60.44 %
400-310-41003 Cable Franchise Fees	130,000.00	130,000.00	0.00	80,448.49	-49,551.51	38.12 %
400-310-41004 Texas Gas Franchise Fee	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
400-310-46002 Interest	0.00	0.00	6,424.53	42,061.62	42,061.62	0.00 %
400-310-47007 Transfer from General Fund	50,000.00	50,000.00	0.00	0.00	-50,000.00	100.00 %
Department: 310 - Utility Operations Total:	319,000.00	319,000.00	6,433.33	215,613.72	-103,386.28	32.41%
Revenue Total:	7,210,765.12	7,210,765.12	279,573.79	1,705,168.98	-5,505,596.14	76.35%
Expense						
Department: 300 - Wastewater						
400-300-60000 Regular Employees	0.00	0.00	3,520.00	67,631.27	-67,631.27	0.00 %
400-300-60002 Overtime	0.00	0.00	276.21	6,304.74	-6,304.74	0.00 %
400-300-60003 On Call Pay	0.00	0.00	0.00	2,600.00	-2,600.00	0.00 %
400-300-61000 Health Insurance	0.00	0.00	588.76	10,348.38	-10,348.38	0.00 %
400-300-61001 Dental Insurance	0.00	0.00	34.74	608.92	-608.92	0.00 %
400-300-61002 Medicare	0.00	0.00	54.90	1,107.60	-1,107.60	0.00 %
400-300-61003 Social Security	0.00	0.00	234.76	4,736.00	-4,736.00	0.00 %
400-300-61004 Unemployment	0.00	0.00	0.00	238.65	-238.65	0.00 %
400-300-61006 TMRS	0.00	0.00	230.05	4,553.60	-4,553.60	0.00 %
400-300-62002 Engineering and Surveying	625,000.00	625,000.00	0.00	19,273.88	605,726.12	96.92 %
400-300-62019 Planning and Permitting	7,500.00	7,500.00	0.00	21,431.35	-13,931.35	-185.75 %
400-300-62020 Lab Testing	34,250.00	34,250.00	2,288.00	7,475.25	26,774.75	78.17 %
400-300-63001 Equipment Maintenance	0.00	0.00	37.48	37.48	-37.48	0.00 %
400-300-63002 Fleet Maintenance	0.00	0.00	0.00	129.32	-129.32	0.00 %
400-300-63004 Dues, Fees & Subscriptions	0.00	0.00	0.00	290.00	-290.00	0.00 %
400-300-63005 Training/Continuing Education	0.00	0.00	0.00	1,700.40	-1,700.40	0.00 %
400-300-63025 Wastewater Treatment Plant Maint	119,407.00	119,407.00	36.69	67,581.59	51,825.41	43.40 %
400-300-63026 Routine Operations	99,500.00	99,500.00	5,266.00	61,285.31	38,214.69	38.41 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
400-300-63027	Operations Non Routine	106,860.00	106,860.00	0.00	68,952.09	37,907.91 35.47 %
400-300-63028	Lift Station Maintenance	74,270.00	74,270.00	1,375.01	33,229.68	41,040.32 55.26 %
400-300-63029	Sanitary Sewer Line Maintenance	64,116.00	64,116.00	0.00	3,138.21	60,977.79 95.11 %
400-300-63030	Drip Field Maintenance	44,900.00	44,900.00	11,577.10	13,044.28	31,855.72 70.95 %
400-300-63031	Sludge Hauling	178,100.00	178,100.00	11,349.69	70,617.37	107,482.63 60.35 %
400-300-63033	Wastewater Flow Measurement	9,000.00	9,000.00	0.00	7,890.00	1,110.00 12.33 %
400-300-63034	Utility Operations	4,250.00	4,250.00	0.00	47.45	4,202.55 98.88 %
400-300-64001	IT Equipment & Support	0.00	0.00	0.00	549.00	-549.00 0.00 %
400-300-64003	Uniforms	0.00	0.00	0.00	1,334.90	-1,334.90 0.00 %
400-300-64010	Supplies	27,400.00	27,400.00	1,445.55	5,739.60	21,660.40 79.05 %
400-300-64022	Chemicals	16,440.00	16,440.00	0.00	5,564.81	10,875.19 66.15 %
400-300-64023	Equipment	0.00	0.00	11.47	11.47	-11.47 0.00 %
400-300-65000	Network/Phone	12,330.00	12,330.00	587.42	6,123.77	6,206.23 50.33 %
400-300-65017	Electric	109,600.00	109,600.00	5,609.95	43,490.08	66,109.92 60.32 %
400-300-70001	Mileage	0.00	0.00	0.00	166.88	-166.88 0.00 %
400-300-70003	Other Expenses	52,000.00	52,000.00	7,328.91	69,800.00	-17,800.00 -34.23 %
400-300-71000	Capital Projects	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00 100.00 %
400-300-72001	TWDB - Capital Projects	5,050,000.00	5,050,000.00	0.00	0.00	5,050,000.00 100.00 %
400-300-72002	TWDB - Engineering and Design	895,000.00	895,000.00	147,389.44	239,492.14	655,507.86 73.24 %
400-300-72003	TWDB - Special Counsel and Consul	0.00	0.00	0.00	19,130.66	-19,130.66 0.00 %
400-300-72004	TWDB - Misc.	175,000.00	175,000.00	1,453.03	3,653.03	171,346.97 97.91 %
400-300-72005	TWDB - Land Acquisition	0.00	0.00	47,803.00	47,803.00	-47,803.00 0.00 %
400-300-90006	Transfer to General Fund	4,066.66	4,066.66	0.00	0.00	4,066.66 100.00 %
400-300-90013	Transfer to Vehicle Replacement Fu	29,911.00	29,911.00	0.00	0.00	29,911.00 100.00 %
Department: 300 - Wastewater Total:		9,738,900.66	9,738,900.66	248,498.16	917,112.16	8,821,788.50 90.58%
Department: 301 - Water						
400-301-62020	Lab Testing	25,000.00	25,000.00	0.00	2,087.00	22,913.00 91.65 %
400-301-63026	Routine Operations	25,000.00	25,000.00	2,500.00	2,500.00	22,500.00 90.00 %
400-301-63027	Operations Non Routine	20,000.00	20,000.00	0.00	590.49	19,409.51 97.05 %
400-301-63032	Water Line Maintenance & Repair	20,000.00	20,000.00	0.00	0.00	20,000.00 100.00 %
400-301-64010	Supplies	50,000.00	50,000.00	249.00	53,199.49	-3,199.49 -6.40 %
Department: 301 - Water Total:		140,000.00	140,000.00	2,749.00	58,376.98	81,623.02 58.30%
Department: 310 - Utility Operations						
400-310-60000	Regular Employees	398,740.00	398,740.00	16,046.52	52,020.26	346,719.74 86.95 %
400-310-60002	Overtime	0.00	0.00	793.87	3,048.00	-3,048.00 0.00 %
400-310-60003	On Call Pay	10,400.00	10,400.00	598.03	1,862.31	8,537.69 82.09 %
400-310-61000	Health Insurance	56,988.71	56,988.71	2,362.06	6,822.28	50,166.43 88.03 %
400-310-61001	Dental Insurance	0.00	0.00	138.96	399.51	-399.51 0.00 %
400-310-61002	Medicare	0.00	0.00	244.59	807.13	-807.13 0.00 %
400-310-61004	Unemployment	0.00	0.00	65.90	518.75	-518.75 0.00 %
400-310-61005	Federal Withholding	33,063.21	33,063.21	0.00	0.00	33,063.21 100.00 %
400-310-61006	TMRS	24,650.69	24,650.69	1,056.76	3,444.36	21,206.33 86.03 %
400-310-62001	Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00 100.00 %
400-310-62003	Special Coounsel and Consultants	250,000.00	250,000.00	0.00	17,192.42	232,807.58 93.12 %
400-310-62020	Lab Testing	0.00	0.00	1,459.25	3,267.75	-3,267.75 0.00 %
400-310-63001	Equipment Maintenance	10,000.00	10,000.00	0.00	0.00	10,000.00 100.00 %
400-310-63002	Fleet Maintenance	10,000.00	10,000.00	0.00	123.17	9,876.83 98.77 %
400-310-63005	Training/Continuing Education	9,254.00	9,254.00	1,267.50	2,684.95	6,569.05 70.99 %
400-310-63034	Utility Operations	69,000.00	69,000.00	47.00	4,925.96	64,074.04 92.86 %
400-310-64001	IT Equipment & Support	5,640.00	5,640.00	0.00	0.00	5,640.00 100.00 %
400-310-64002	Software	37,267.00	37,267.00	12,644.00	13,514.16	23,752.84 63.74 %
400-310-64003	Uniforms	5,000.00	5,000.00	191.95	1,954.10	3,045.90 60.92 %
400-310-64006	Fleet Acquisition	45,000.00	45,000.00	0.00	33,411.51	11,588.49 25.75 %
400-310-64008	Fuel	15,000.00	15,000.00	0.00	152.35	14,847.65 98.98 %

Budget Report

For Fiscal: FY 2022-2023 Period Ending: Item 5. 3

[400-310-64023](#)

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Equipment	50,000.00	50,000.00	226.67	22,793.52	27,206.48	54.41 %
Department: 310 - Utility Operations Total:	1,040,003.61	1,040,003.61	37,143.06	168,942.49	871,061.12	83.76%
Expense Total:	10,918,904.27	10,918,904.27	288,390.22	1,144,431.63	9,774,472.64	89.52%
Fund: 400 - Utilities Surplus (Deficit):	-3,708,139.15	-3,708,139.15	-8,816.43	560,737.35	4,268,876.50	115.12%
Report Surplus (Deficit):	-6,458,120.04	-6,512,479.04	-134,411.78	3,795,165.16	10,307,644.20	158.28%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund						
Revenue						
000 - Undesignated	6,596,928.37	6,596,928.37	781,471.23	6,420,934.48	-175,993.89	2.67%
103 - Courts	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00%
105 - Communications	0.00	0.00	90.00	90.00	90.00	0.00%
200 - Planning & Development	1,430,750.00	1,430,750.00	9,200.00	969,921.54	-460,828.46	32.21%
201 - Building	1,550,000.00	1,550,000.00	284,494.72	1,215,163.63	-334,836.37	21.60%
400 - Parks & Recreation	456,320.49	456,320.49	7,289.00	22,452.25	-433,868.24	95.08%
402 - Aquatics	46,350.00	46,350.00	841.50	4,294.00	-42,056.00	90.74%
404 - Founders Day	112,900.00	112,900.00	23,995.00	102,125.00	-10,775.00	9.54%
Revenue Total:	10,194,248.86	10,194,248.86	1,107,381.45	8,734,980.90	-1,459,267.96	14.31%
Expense						
000 - Undesignated	5,045,620.87	5,045,620.87	81,457.67	326,051.31	4,719,569.56	93.54%
100 - City Council/Boards & Commissions	18,500.00	18,500.00	0.00	0.00	18,500.00	100.00%
101 - City Administrators Office	0.00	0.00	43,507.57	316,672.03	-316,672.03	0.00%
102 - City Secretary	23,220.00	23,220.00	13,874.50	88,700.30	-65,480.30	-282.00%
103 - Courts	15,500.00	15,500.00	765.26	8,441.64	7,058.36	45.54%
104 - City Attorney	115,800.00	115,800.00	20,832.47	149,581.50	-33,781.50	-29.17%
105 - Communications	11,825.00	11,825.00	21,244.00	97,289.77	-85,464.77	-722.75%
106 - IT	361,479.84	415,838.84	35,246.48	285,481.45	130,357.39	31.35%
107 - Finance	1,105,180.00	1,105,180.00	226,664.60	907,571.52	197,608.48	17.88%
200 - Planning & Development	378,500.00	378,500.00	28,130.59	276,447.09	102,052.91	26.96%
201 - Building	792,700.00	792,700.00	324,686.07	986,903.52	-194,203.52	-24.50%
300 - Wastewater	1,098,692.00	1,098,692.00	74,939.84	320,567.05	778,124.95	70.82%
304 - Maintenance	2,111,017.99	2,111,017.99	84,401.88	663,871.16	1,447,146.83	68.55%
400 - Parks & Recreation	747,422.86	747,422.86	36,869.52	224,192.34	523,230.52	70.00%
401 - DSRP	624,364.29	624,364.29	40,814.49	311,517.10	312,847.19	50.11%
402 - Aquatics	154,148.15	154,148.15	23,050.55	76,438.93	77,709.22	50.41%
404 - Founders Day	146,488.01	146,488.01	86,669.94	115,462.75	31,025.26	21.18%
500 - Emergency Management	90,503.00	90,503.00	32,499.65	259,142.48	-168,639.48	-186.34%
Expense Total:	12,840,962.01	12,895,321.01	1,175,655.08	5,414,331.94	7,480,989.07	58.01%
Fund: 100 - General Fund Surplus (Deficit):	-2,646,713.15	-2,701,072.15	-68,273.63	3,320,648.96	6,021,721.11	222.94%
Fund: 200 - Dripping Springs Ranch Park						
Revenue						
401 - DSRP	1,243,219.24	1,243,219.24	19,498.86	204,571.68	-1,038,647.56	83.55%
Revenue Total:	1,243,219.24	1,243,219.24	19,498.86	204,571.68	-1,038,647.56	83.55%
Expense						
400 - Parks & Recreation	11,000.00	11,000.00	4,604.89	6,822.69	4,177.31	37.98%
401 - DSRP	1,335,486.98	1,335,486.98	72,215.69	283,970.14	1,051,516.84	78.74%
Expense Total:	1,346,486.98	1,346,486.98	76,820.58	290,792.83	1,055,694.15	78.40%
Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):	-103,267.74	-103,267.74	-57,321.72	-86,221.15	17,046.59	16.51%
Fund: 400 - Utilities						
Revenue						
300 - Wastewater	6,733,965.12	6,733,965.12	269,702.69	1,403,168.09	-5,330,797.03	79.16%
301 - Water	157,800.00	157,800.00	3,437.77	86,387.17	-71,412.83	45.26%
310 - Utility Operations	319,000.00	319,000.00	6,433.33	215,613.72	-103,386.28	32.41%
Revenue Total:	7,210,765.12	7,210,765.12	279,573.79	1,705,168.98	-5,505,596.14	76.35%
Expense						
300 - Wastewater	9,738,900.66	9,738,900.66	248,498.16	917,112.16	8,821,788.50	90.58%
301 - Water	140,000.00	140,000.00	2,749.00	58,376.98	81,623.02	58.30%
310 - Utility Operations	1,040,003.61	1,040,003.61	37,143.06	168,942.49	871,061.12	83.76%

Budget Report

For Fiscal: FY 2022-2023 Period Ending: Item 5. 3

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Expense Total:	10,918,904.27	10,918,904.27	288,390.22	1,144,431.63	9,774,472.64	89.52%
Fund: 400 - Utilities Surplus (Deficit):	-3,708,139.15	-3,708,139.15	-8,816.43	560,737.35	4,268,876.50	115.12%
Report Surplus (Deficit):	-6,458,120.04	-6,512,479.04	-134,411.78	3,795,165.16	10,307,644.20	158.28%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-2,646,713.15	-2,701,072.15	-68,273.63	3,320,648.96	6,021,721.11
200 - Dripping Springs Ranch Park	-103,267.74	-103,267.74	-57,321.72	-86,221.15	17,046.59
400 - Utilities	-3,708,139.15	-3,708,139.15	-8,816.43	560,737.35	4,268,876.50
Report Surplus (Deficit):	-6,458,120.04	-6,512,479.04	-134,411.78	3,795,165.16	10,307,644.20



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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: May 16, 2023

Agenda Item Wording: **Approval of Amendment No. 6 to the Wholesale Water Provider Agreement between the City of Dripping Springs and the West Travis County Public Utility Agency for the Driftwood Ranch Tract Service Property.**

Agenda Item Requestor:

Summary/Background: The sixth amendment to the West Travis County Public Utility Agency Driftwood Wholesale Water Service Agreement was negotiated several years ago and never executed. This agreement contemplates that the Development will be building a golf course which will be irrigated using treated effluent provided by the City. The treated effluent cannot be supplied at this time due to pending litigation and once it is available it may not be sufficient to supply all of the irrigation needs during the golf course grow in period. This amendment allows for an additional amount of water to be provided to the Driftwood Development during the grow in period of the golf course.

Commission Recommendations: N/A

Recommended Council Actions: Approve

Attachments: Amendment No. 6

Next Steps/Schedule: Send to City secretary for execution

SIXTH AMENDMENT TO
WHOLESALE WATER SUPPLY AGREEMENT BETWEEN
LOWER COLORADO RIVER AUTHORITY AND
THE CITY OF DRIPPING SPRINGS
(Driftwood Ranch Tract Service Property Amendment)

This Sixth Amendment to the Wholesale Water Supply Agreement Between Lower Colorado River Authority (“LCRA”) and The City of Dripping Springs (“Sixth Amendment”) is by and among City of Dripping Springs, a Type A General Law City located in Hays County, Texas ("City"), and the West Travis County Public Utility Agency (“WTCPUA”) a political subdivision of the state of Texas formed in accordance with Chapter 572 of the Texas Local Government Code.

RECITALS:

- A. The LCRA and the City negotiated and executed the Wholesale Water Supply Agreement Between LCRA the City with an effective date of March 11, 2003, as amended (the "Agreement").
- B. The WTCPUA assumed the rights and obligations of the LCRA set-forth in the Agreement effective March 19, 2012.
- C. The City recognizes and accepts the WTCPUA as having been assigned the rights and obligations of the LCRA set-forth in the Agreement.
- D. Consistent with its West Travis County Public Utility Agency Regional Water and Wastewater Systems Schedule for Rates, Fees, Charges and Terms and Conditions of Water and Wastewater Services (“WTCPUA Rate Tariff”) and all service rules and policies, the WTCPUA issued a Preliminary Finding of Capacity to Serve to the City for the Driftwood Ranch Tract Service Property February 16, 2017, as shown in **Exhibit A** and defined in Section 1.1 of this Sixth Amendment, originally for 300 Living Unit Equivalents (“LUEs”) of water service. On May 12, 2017, the City requested to increase the amount of LUEs from 300 to 350. The WTCPUA Board of Directors approved the increase of reserved capacity to 350 LUEs on June 15, 2017.
- E. Driftwood Ranch Tract Service Property is in the City’s Potential Service Area (as defined in the Agreement).
- F. The City has been issued water Certificate of Convenience (“CCN”) No. 13030 to provide retail potable water utility service in certain areas.
- G. The Parties now wish to enter into this Sixth Amendment to confirm that the City shall be the retail potable water utility service provider to the Driftwood Ranch Tract Service Property and the WTCPUA shall provide Wholesale Water Supply to the City for the

Driftwood Ranch Tract Service Property, and to provide other clarifications as set forth herein.

H. This Sixth Amendment replaces and supersedes the Third Amendment to the Agreement in its entirety.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the agreements set forth below, the City and WTCPUA agree as follows:

**ARTICLE 1
AMENDMENTS**

1.1 **Section 1.01.** Section 1.01 of the Agreement is hereby amended to add the following definitions:

“Driftwood Ranch Tract Service Property” means the two tracts of land in Hays County more specifically described in **Exhibit B**, attached hereto.

“Parties” means the City of Dripping Springs and the WTCPUA.

“Max Day Reservation – Driftwood Ranch Tract Service Property” means the maximum amount of water to be delivered to the City for the Driftwood Ranch Tract Service Property on a daily basis based on the flow rates and capacity commitments established in this Sixth Amendment. The City’s Max Day Reservation for the Driftwood Ranch Tract Service Property is 900 gallons per day per LUE.

1.2 **Section 7.07.** Section 7.07 of the Agreement is hereby amended such that the address for notice to LCRA shall be as follows:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Office: (512) 263-0100
Fax: (512) 263-2289
rpugh@wtcpua.org

1.3 **Addition of Article IX.** The Agreement is hereby amended to add the following Article IX:

ARTICLE IX
SPECIAL PROVISIONS APPLYING TO
DRIFTWOOD RANCH TRACT SERVICE PROPERTY

Section 9.01. Driftwood Ranch Tract Service Property. This Article IX affects and applies only to the Driftwood Ranch Tract Service Property and it is not intended to nor should be it construed to affect any other portion of the City's Potential Service Area or the LCRA Service Area.

Section 9.02. CCN Authorization for Driftwood Ranch Tract Service Property.

Section 5.03 is modified to add the following:

The City may provide retail potable water utility service to the Driftwood Ranch Tract Service Property pursuant to the Sixth Amendment even though the Property is outside the current CCN of the City. The City may pursue an amendment to its CCN to serve the Driftwood Ranch Tract Service Property after the information to apply for the amendment is available. The WTCPUA will support the application of the City to amend its CCN to provide retail potable water utility service to the Driftwood Ranch Tract Service Property.

Section 9.03. Supply of Water to Driftwood Ranch Tract Service Property. The Parties agree that pursuant to Section 3.01 of the Agreement, except as provided in Section 9.02 of this Article, the WTCPUA shall provide Wholesale Water Supply to the City for the Driftwood Ranch Tract Service Property in the amount not to exceed 350 LUEs as measured at the Delivery Point. The Parties agree that pursuant to Section 3.01 of the Agreement, the City shall provide retail potable water utility service for the Driftwood Ranch Tract Service Property in the amount of 350 LUEs.

For purposes of this Agreement, the average daily water use within the Property, as measured at the Delivery Point, shall not exceed 450 gallons per day per LUE or a total of 157,500 gallons per day (i.e., 57,487,500 gallons per year) for 350 LUEs, computed as a daily average over a calendar year. In the event the total annual quantity of water as measured at the Point of Delivery exceeds 57,487,500 gallons, the WTCPUA may assess and the City agrees to pay a water surcharge for water used that is in excess of 57,487,500 gallons.

In addition, the maximum or peak day water use for the Property, as measured at the Delivery Point, shall not exceed 900 gallons per day per LUE, or 315,000 gallons per day. In the event the City's maximum or peak day water use on any given day exceeds 315,000 gallons over any 24-hour day, the WTCPUA may:

1. Install, at the City's sole cost, a water rate flow of controller to restrict or limit the maximum flow to the Property to a maximum of 219 gpm on an instantaneous basis; and/or
2. Assess a surcharge for any quantity used in excess for 315,000 gallons per day.

Provided, however, the Parties agree and acknowledge that Developer of the Project plans to construct a golf course in the initial phase of development of the Driftwood Ranch Tract. The Parties also acknowledge and agree that Developer intends to use treated effluent to grow and sustain the golf course. The Parties further acknowledge and agree that there will not be sufficient effluent necessary to grow and sustain the golf course. The Parties thus agree that Developer may utilize water described in Section 9.03, on a temporary, interruptible basis not to exceed ten years, to construct, grow and sustain the golf course. The water use will vary from time to time and may not, combined with other water service to the Property, exceed maximum or peak day water use of 315,000 gallons over a 24-hour day as measured at the Delivery Point. The WTCPUA will have the right to assess a surcharge for any quantity used in excess of 315,000 gallons a day during this ten year golf course grow in period.

Finally, the City understands and agrees the WTCPUA does not and is not required to provide fire flows to the Property. As such, the City is solely responsible for the installation and maintenance any water improvements necessary to provide fire flows to the Property. Such improvements, if installed, shall be located on the City's side of the Delivery Point.

Section 9.04 The City agrees to ensure that all water infrastructure to provide service pursuant to this Sixth Amendment will be designed, constructed and inspected according to WTCPUA Standard Specifications and Rules and Policies, including water quality requirements outlined in the "Memorandum of Understanding" between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU) and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River authority, W.D. Tex. 2002 (No. AOOCA 826SS) (Settlement Agreement). The City also agrees that such facilities will be properly conveyed to the City and contained in public rights of way, easements in final plats, or separate easements granted to the City to facilitate maintenance, repair, and improvement of the facilities. The WTCPUA will reserve the right to review and approve all construction and water quality plans, inspect the construction, and review and approve all Conveyance Agreements and Easement Agreements. The City shall be responsible for maintenance and repairs of all the facilities constructed in the Driftwood Ranch Tract Service Property.

The City shall be responsible for design and construction of the Delivery Point facilities, including Master Meter and appurtenances. The Master Meter shall meet WTCPUA specifications and be set after WTCPUA approval. The WTCPUA shall own and maintain the facilities, including calibration of the Master Meter. The City agrees that the Delivery Point facilities will be properly conveyed to the WTCPUA and contained in public rights of way, easements in final plats, or separate easements granted to the WTCPUA to facilitate maintenance, repair, and improvement of the facilities. The WTCPUA shall read the Master Meter monthly and bill the City pursuant to the Rates and Charges outlined in Section 9.05 below.

Section 9.05. Rates and Charges.

(a) The Base Fee to be paid by the City to the WTCPUA for the Driftwood Ranch Tract Service Property shall be determined by the following formula:

$$\{ \text{Annual Allocated Debt Service Payment} + (25\% \text{ times coverage} * \text{Annual Allocated Debt Service Payment}) - (\text{Effective Impact Fee Credit} * \text{Annual Debt Service Payment}) / 12 \text{ months} \}.$$

(b) The Driftwood Ranch Tract Service Property Volume Charge shall recover the WTCPUA’s expenses associated with operating and maintaining the Regional Facilities, including a systems raw water loss fee per thousand gallons to be calculated as follows:

$$[\text{LCRA Raw Water cost per Thousand Gallons}/(1-\text{10 water loss})]/10$$

Upon the effective date of this Sixth Amendment, the initial Base Fee for the Driftwood Ranch Tract Service Property will be \$30,349.29 per year, or \$2,529.02 per month. The Base Fee shall be assessed by the WTCPUA on a monthly basis. Upon the effective date of this Sixth Amendment, the initial monthly Volume Charge will be \$1.62 per thousand gallons used.

The WTCPUA shall utilize the base-extra capacity methodology performed by a qualified professional to determine the appropriate Base Fee and Volume Charge for each wholesale customer, including the Driftwood Ranch Tract Service Property, and may be adjusted from time to time by the WTCPUA’s Board of Directors.

The absorption (i.e., build-out) schedule used as part of the Base Fee calculation for the Driftwood Ranch Tract Service Property is ten (10) years. The City shall pay the Driftwood Ranch Tract Service Property Base Fee regardless of whether the Driftwood Ranch Tract Service Property meets the absorption schedule used to develop the annual debt payment schedule.

The Effective Impact Fee Credit shall be determined based upon the following formula:

$$\frac{\text{Project Costs Recovered by Impact Fees}}{\text{Total Project Costs}}$$

Project Costs Recovered by Impact Fees shall be determined by the following formula:

Project costs eligible for impact fee recovery as determined by the WTCPUA's most recent impact fee study * the percent level of impact fees adopted by the WTCPUA Board of Directors.

The Annual Allocated Debt Service Payment for the Driftwood Ranch Tract Service Property, from time to time due and payable, shall be based on the City's allocated pro-rata share of the WTCPUA's capital costs for the Regional Facilities (including interest expense) as determined based on input from the City prior to the issuance of bonds to fund the Regional Facilities so long as the total capital cost allocated to the City is recovered within the life of the bonds, including interest expense. The City's pro-rata share of the WTCPUA's capital costs for the Driftwood Ranch Tract Service Property is calculated based on its Max Day Reservation, multiplied by the WTCPUA's Cost per Gallon of the Regional Facilities. **Exhibit C** attached hereto and incorporated herein for all purposes, sets forth the current schedule of the Annual Allocated Debt Service Payment. **Exhibit C** may be amended from time to time by the WTCPUA to reflect future LCRA installment payments as well as future debt issuances associated with future Regional Facility projects.

The WTCPUA's Cost per Gallon of the Regional Facilities, further classified as "System-Wide" Facilities shall be calculated by dividing the total cost of the System Wide Regional Facilities by 27,000,000 gallons. The WTCPUA's Cost per Gallon of the Regional Facilities, further classified as "Hwy 71" shall be calculated by dividing the total cost of the Hwy 71 Regional Facilities by 14,829,230 gallons. The WTCPUA's Cost per Gallon of the Regional Facilities, further classified as "US 290" shall be calculated by dividing the total cost of the US 290 Regional Facilities by 12,170,770.

The WTCPUA shall not allocate costs for future Regional Facilities to the City beyond 27 million gallons per day (MGD) of water treatment plant capacity if the City establishes to the WTCPUA's satisfaction that it has reached eighty percent (80%) of its projected absorption schedule of the Driftwood Ranch Tract Service Property six months prior to the WTCPUA's issuance of bonds for such expansion.

(b) Within ten business days of a written request from the WTCPUA, the City shall provide the WTCPUA with copies of the City's monthly operating

reports indicating the City’s peak day consumption, including a break-out of the Driftwood Ranch Tract Service Property. At any time, the WTCPUA may also install, at its sole discretion, a max-day meter and/or a flow regulator on the City System, including the Driftwood Ranch Tract Service Property, to assess or control actual maximum daily demands by the City.

If the WTCPUA determines that the City is exceeding the Max Day Reservation for the City or Driftwood Ranch Tract Service Property, the City will be subject to a surcharge as determined by the WTCPUA Rate Tariff and all service rules and policies.

**ARTICLE 2
RATIFICATION**

- 2.1 By entering into this Sixth Amendment, the Parties hereby ratify the Agreement, and affirm and agree that it is in full force and effect, as amended.

**ARTICLE 3
MISCELLANEOUS**

- 3.1 Incorporation; Definitions. The background as set forth in the recitals is true and correct, forms a material part of this Sixth Amendment and is hereby incorporated into this Agreement. Words with initial capital letters that are used but not defined in this Sixth Amendment shall have the meanings given to them in the Agreement.
- 3.2 Effective Date of Sixth Amendment; Supersedes Third Amendment. The Effective Date of this Sixth Amendment June 6, 2020. This Sixth Amendment replaces and supersedes the Third Amendment in its entirety.
- 3.3 Counterparts. This Sixth Amendment may be executed in multiple counterparts, each to be considered an original, to be effective upon execution by all Parties.

IN WITNESS THEREOF, the Parties hereto, acting under the requisite authority, have caused this First Amendment to be duly executed to be effective as of the Effective Date as provided above.

[Signature Page Follows]

CITY OF DRIPPING SPRINGS, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Kerri Craig
City Secretary

APPROVED AS TO FORM AND
LEGALITY:

City Attorney

SIXTH AMENDMENT TO
WHOLESALE WATER SUPPLY AGREEMENT BETWEEN
LOWER COLORADO RIVER AUTHORITY AND
THE CITY OF DRIPPING SPRINGS
(Driftwood Ranch Tract Service Property Amendment)

This Sixth Amendment to the Wholesale Water Supply Agreement Between Lower Colorado River Authority (“LCRA”) and The City of Dripping Springs (“Sixth Amendment”) is by and among City of Dripping Springs, a Type A General Law City located in Hays County, Texas ("City"), and the West Travis County Public Utility Agency (“WTCPUA”) a political subdivision of the state of Texas formed in accordance with Chapter 572 of the Texas Local Government Code.

RECITALS:

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- B. The WTCPUA assumed the rights and obligations of the LCRA set-forth in the Agreement effective March 19, 2012.
- C. The City recognizes and accepts the WTCPUA as having been assigned the rights and obligations of the LCRA set-forth in the Agreement.
- D. Consistent with its West Travis County Public Utility Agency Regional Water and Wastewater Systems Schedule for Rates, Fees, Charges and Terms and Conditions of Water and Wastewater Services (“WTCPUA Rate Tariff”) and all service rules and policies, the WTCPUA issued a Preliminary Finding of Capacity to Serve to the City for the Driftwood Ranch Tract Service Property February 16, 2017, as shown in **Exhibit A** and defined in Section 1.1 of this Sixth Amendment, originally for 300 Living Unit Equivalents (“LUEs”) of water service. On May 12, 2017, the City requested to increase the amount of LUEs from 300 to 350. The WTCPUA Board of Directors approved the increase of reserved capacity to 350 LUEs on June 15, 2017.
- E. Driftwood Ranch Tract Service Property is in the City’s Potential Service Area (as defined in the Agreement).
- F. The City has been issued water Certificate of Convenience (“CCN”) No. 13030 to provide retail potable water utility service in certain areas.
- G. The Parties now wish to enter into this Sixth Amendment to confirm that the City shall be the retail potable water utility service provider to the Driftwood Ranch Tract Service Property and the WTCPUA shall provide Wholesale Water Supply to the City for the

Driftwood Ranch Tract Service Property, and to provide other clarifications as set forth herein.

H. This Sixth Amendment replaces and supersedes the Third Amendment to the Agreement in its entirety.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the agreements set forth below, the City and WTCPUA agree as follows:

**ARTICLE 1
AMENDMENTS**

1.1 **Section 1.01.** Section 1.01 of the Agreement is hereby amended to add the following definitions:

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“Parties” means the City of Dripping Springs and the WTCPUA.

“Max Day Reservation – Driftwood Ranch Tract Service Property” means the maximum amount of water to be delivered to the City for the Driftwood Ranch Tract Service Property on a daily basis based on the flow rates and capacity commitments established in this Sixth Amendment. The City’s Max Day Reservation for the Driftwood Ranch Tract Service Property is 900 gallons per day per LUE.

1.2 **Section 7.07.** Section 7.07 of the Agreement is hereby amended such that the address for notice to LCRA shall be as follows:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Office: (512) 263-0100
Fax: (512) 263-2289
rpugh@wtcpua.org

1.3 **Addition of Article IX.** The Agreement is hereby amended to add the following Article IX:

ARTICLE IX
SPECIAL PROVISIONS APPLYING TO
DRIFTWOOD RANCH TRACT SERVICE PROPERTY

Section 9.01. Driftwood Ranch Tract Service Property. This Article IX affects and applies only to the Driftwood Ranch Tract Service Property and it is not intended to nor should be it construed to affect any other portion of the City's Potential Service Area or the LCRA Service Area.

Section 9.02. CCN Authorization for Driftwood Ranch Tract Service Property.

Section 5.03 is modified to add the following:

The City may provide retail potable water utility service to the Driftwood Ranch Tract Service Property pursuant to the Sixth Amendment even though the Property is outside the current CCN of the City. The City may pursue an amendment to its CCN to serve the Driftwood Ranch Tract Service Property after the information to apply for the amendment is available. The WTCPUA will support the application of the City to amend its CCN to provide retail potable water utility service to the Driftwood Ranch Tract Service Property.

Section 9.03. Supply of Water to Driftwood Ranch Tract Service Property. The Parties agree that pursuant to Section 3.01 of the Agreement, except as provided in Section 9.02 of this Article, the WTCPUA shall provide Wholesale Water Supply to the City for the Driftwood Ranch Tract Service Property in the amount not to exceed 350 LUEs as measured at the Delivery Point. The Parties agree that pursuant to Section 3.01 of the Agreement, the City shall provide retail potable water utility service for the Driftwood Ranch Tract Service Property in the amount of 350 LUEs.

For purposes of this Agreement, the average daily water use within the Property, as measured at the Delivery Point, shall not exceed 450 gallons per day per LUE or a total of 157,500 gallons per day (i.e., 57,487,500 gallons per year) for 350 LUEs, computed as a daily average over a calendar year. In the event the total annual quantity of water as measured at the Point of Delivery exceeds 57,487,500 gallons, the WTCPUA may assess and the City agrees to pay a water surcharge for water used that is in excess of 57,487,500 gallons.

In addition, the maximum or peak day water use for the Property, as measured at the Delivery Point, shall not exceed 900 gallons per day per LUE, or 315,000 gallons per day. In the event the City's maximum or peak day water use on any given day exceeds 315,000 gallons over any 24-hour day, the WTCPUA may:

1. Install, at the City's sole cost, a water rate flow of controller to restrict or limit the maximum flow to the Property to a maximum of 219 gpm on an instantaneous basis; and/or
2. Assess a surcharge for any quantity used in excess for 315,000 gallons per day.

Provided, however, the Parties agree and acknowledge that Developer of the Project plans to construct a golf course in the initial phase of development of the Driftwood Ranch Tract. The Parties also acknowledge and agree that Developer intends to use treated effluent to grow and sustain the golf course. The Parties further acknowledge and agree that there will not be sufficient effluent necessary to grow and sustain the golf course. The Parties thus agree that Developer may utilize water described in Section 9.03, on a temporary, interruptible basis not to exceed ten years, to construct, grow and sustain the golf course. The water use will vary from time to time and may not, combined with other water service to the Property, exceed maximum or peak day water use of 315,000 gallons over a 24-hour day as measured at the Delivery Point. The WTCPUA will have the right to assess a surcharge for any quantity used in excess of 315,000 gallons a day during this ten year golf course grow in period.

Finally, the City understands and agrees the WTCPUA does not and is not required to provide fire flows to the Property. As such, the City is solely responsible for the installation and maintenance any water improvements necessary to provide fire flows to the Property. Such improvements, if installed, shall be located on the City's side of the Delivery Point.

Section 9.04 The City agrees to ensure that all water infrastructure to provide service pursuant to this Sixth Amendment will be designed, constructed and inspected according to WTCPUA Standard Specifications and Rules and Policies, including water quality requirements outlined in the "Memorandum of Understanding" between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU) and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River authority, W.D. Tex. 2002 (No. AOOCA 826SS) (Settlement Agreement). The City also agrees that such facilities will be properly conveyed to the City and contained in public rights of way, easements in final plats, or separate easements granted to the City to facilitate maintenance, repair, and improvement of the facilities. The WTCPUA will reserve the right to review and approve all construction and water quality plans, inspect the construction, and review and approve all Conveyance Agreements and Easement Agreements. The City shall be responsible for maintenance and repairs of all the facilities constructed in the Driftwood Ranch Tract Service Property.

The City shall be responsible for design and construction of the Delivery Point facilities, including Master Meter and appurtenances. The Master Meter shall meet WTCPUA specifications and be set after WTCPUA approval. The WTCPUA shall own and maintain the facilities, including calibration of the Master Meter. The City agrees that the Delivery Point facilities will be properly conveyed to the WTCPUA and contained in public rights of way, easements in final plats, or separate easements granted to the WTCPUA to facilitate maintenance, repair, and improvement of the facilities. The WTCPUA shall read the Master Meter monthly and bill the City pursuant to the Rates and Charges outlined in Section 9.05 below.

Section 9.05. Rates and Charges.

(a) The Base Fee to be paid by the City to the WTCPUA for the Driftwood Ranch Tract Service Property shall be determined by the following formula:

$$\{ \text{Annual Allocated Debt Service Payment} + (25\% \text{ times coverage} * \text{Annual Allocated Debt Service Payment}) - (\text{Effective Impact Fee Credit} * \text{Annual Debt Service Payment}) / 12 \text{ months} \}.$$

(b) The Driftwood Ranch Tract Service Property Volume Charge shall recover the WTCPUA’s expenses associated with operating and maintaining the Regional Facilities, including a systems raw water loss fee per thousand gallons to be calculated as follows:

$$[\text{LCRA Raw Water cost per Thousand Gallons}/(1-\text{10 water loss})]/10$$

Upon the effective date of this Sixth Amendment, the initial Base Fee for the Driftwood Ranch Tract Service Property will be \$30,349.29 per year, or \$2,529.02 per month. The Base Fee shall be assessed by the WTCPUA on a monthly basis. Upon the effective date of this Sixth Amendment, the initial monthly Volume Charge will be \$1.62 per thousand gallons used.

The WTCPUA shall utilize the base-extra capacity methodology performed by a qualified professional to determine the appropriate Base Fee and Volume Charge for each wholesale customer, including the Driftwood Ranch Tract Service Property, and may be adjusted from time to time by the WTCPUA’s Board of Directors.

The absorption (i.e., build-out) schedule used as part of the Base Fee calculation for the Driftwood Ranch Tract Service Property is ten (10) years. The City shall pay the Driftwood Ranch Tract Service Property Base Fee regardless of whether the Driftwood Ranch Tract Service Property meets the absorption schedule used to develop the annual debt payment schedule.

The Effective Impact Fee Credit shall be determined based upon the following formula:

$$\frac{\text{Project Costs Recovered by Impact Fees}}{\text{Total Project Costs}}$$

Project Costs Recovered by Impact Fees shall be determined by the following formula:

Project costs eligible for impact fee recovery as determined by the WTCPUA’s most recent impact fee study * the percent level of impact fees adopted by the WTCPUA Board of Directors.

The Annual Allocated Debt Service Payment for the Driftwood Ranch Tract Service Property, from time to time due and payable, shall be based on the City’s allocated pro-rata share of the WTCPUA’s capital costs for the Regional Facilities (including interest expense) as determined based on input from the City prior to the issuance of bonds to fund the Regional Facilities so long as the total capital cost allocated to the City is recovered within the life of the bonds, including interest expense. The City’s pro-rata share of the WTCPUA’s capital costs for the Driftwood Ranch Tract Service Property is calculated based on its Max Day Reservation, multiplied by the WTCPUA’s Cost per Gallon of the Regional Facilities. **Exhibit C** attached hereto and incorporated herein for all purposes, sets forth the current schedule of the Annual Allocated Debt Service Payment. **Exhibit C** may be amended from time to time by the WTCPUA to reflect future LCRA installment payments as well as future debt issuances associated with future Regional Facility projects.

The WTCPUA’s Cost per Gallon of the Regional Facilities, further classified as “System-Wide” Facilities shall be calculated by dividing the total cost of the System Wide Regional Facilities by 27,000,000 gallons. The WTCPUA’s Cost per Gallon of the Regional Facilities, further classified as “Hwy 71” shall be calculated by dividing the total cost of the Hwy 71 Regional Facilities by 14,829,230 gallons. The WTCPUA’s Cost per Gallon of the Regional Facilities, further classified as “US 290” shall be calculated by dividing the total cost of the US 290 Regional Facilities by 12,170,770.

The WTCPUA shall not allocate costs for future Regional Facilities to the City beyond 27 million gallons per day (MGD) of water treatment plant capacity if the City establishes to the WTCPUA’s satisfaction that it has reached eighty percent (80%) of its projected absorption schedule of the Driftwood Ranch Tract Service Property six months prior to the WTCPUA’s issuance of bonds for such expansion.

(b) Within ten business days of a written request from the WTCPUA, the City shall provide the WTCPUA with copies of the City’s monthly operating

reports indicating the City’s peak day consumption, including a break-out of the Driftwood Ranch Tract Service Property. At any time, the WTCPUA may also install, at its sole discretion, a max-day meter and/or a flow regulator on the City System, including the Driftwood Ranch Tract Service Property, to assess or control actual maximum daily demands by the City.

If the WTCPUA determines that the City is exceeding the Max Day Reservation for the City or Driftwood Ranch Tract Service Property, the City will be subject to a surcharge as determined by the WTCPUA Rate Tariff and all service rules and policies.

**ARTICLE 2
RATIFICATION**

- 2.1 By entering into this Sixth Amendment, the Parties hereby ratify the Agreement, and affirm and agree that it is in full force and effect, as amended.

**ARTICLE 3
MISCELLANEOUS**

- 3.1 Incorporation; Definitions. The background as set forth in the recitals is true and correct, forms a material part of this Sixth Amendment and is hereby incorporated into this Agreement. Words with initial capital letters that are used but not defined in this Sixth Amendment shall have the meanings given to them in the Agreement.
- 3.2 Effective Date of Sixth Amendment; Supersedes Third Amendment. The Effective Date of this Sixth Amendment June 6, 2020. This Sixth Amendment replaces and supersedes the Third Amendment in its entirety.
- 3.3 Counterparts. This Sixth Amendment may be executed in multiple counterparts, each to be considered an original, to be effective upon execution by all Parties.

IN WITNESS THEREOF, the Parties hereto, acting under the requisite authority, have caused this First Amendment to be duly executed to be effective as of the Effective Date as provided above.

[Signature Page Follows]

CITY OF DRIPPING SPRINGS, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:


Kerri Craig
City Secretary

APPROVED AS TO FORM AND
LEGALITY:

City Attorney

WTCPUA:

WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY

By: 
Scott Roberts
President
Board of Directors

Date: 4/20/23

ATTEST:


Walt Smith, Secretary
Board of Directors



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

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: May 16, 2023

Agenda Item Wording: **Discuss and consider a resolution Authorizing Mayor, Mayor Pro-Tem and City Staff to sign contractual documents binding the City.**

Agenda Item Requestor: Aaron Reed, Public Works Director

Summary/Background: A resolution giving authorization to the Mayor, Mayor Pro Tem, City Administrator and Deputy City Administrator to sign contracts and other documents binding on the City in accordance with state law.

This documentation is needed for agreements that the City has entered into where there is no vote on who can sign. Usually the general authorization under state law and the purchasing manual is sufficient, but some contractors request specific authority from City Council.

Commission Recommendations: N/A

Recommended Council Actions: Approve the Resolution

Attachments: Resolution Authorizing Signatories for Contractual documents

Next Steps/Schedule: If approved the resolution will be on file and provided to any contractor upon request.

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2023-R _____

A RESOLUTION DESIGNATING THE MAYOR, THE MAYOR PRO TEM, AND CERTAIN CITY STAFF AS AUTHORIZED SIGNATORIES REGARDING CONTRACTUAL DOCUMENTS BINDING ON THE CITY IN ACCORDANCE WITH STATE LAW.

WHEREAS, the Dripping Springs City Council has determined it is reasonable and necessary to designate authorized signatories for contractual documents that bind the City of Dripping Springs, Texas; and

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

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

1. Mayor Bill Foulds, Jr., Mayor Pro Tem Taline Manassian, City Administrator Michelle Fischer, and Deputy City Administrator Ginger Faught are hereby authorized to sign contractual documents binding on the City.
2. Mayor Bill Foulds, Jr., Mayor Pro Tem Taline Manassian, City Administrator Michelle Fischer, and Deputy City Administrator Ginger Faught are hereby authorized to sign the Agreement related to Cuncasha, LLC Agreement for the property transfer with the City.
3. Specific votes by the City Council on authorized officers or personnel who can sign or act for the City on specific items preempt this resolution.
4. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this, the _____ day of May 2023, by a vote of _____ (ayes) to _____ (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas:

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Aaron Reed, Public Works Director

Parks Meeting Date: May 16, 2023

Agenda Item Wording: **Approval of a Resolution of Support for a Hays County Grant Application to the Texas Department of Transportation for the Creation of Pedestrian Connections from Meadow Creek Dr. to Darden Hill Road, and Surrounding Area.**

Agenda Item Requestor:

Summary/Background: Hays County staff would like to request a Resolution of support for the 2023 TASA Grant Application. The Sawyer Ranch Road Shared Use Path Extension project will tie to the existing Shared Use Path at Meadow Creek Drive and extend south to the future Roundabout at Darden Hill Road. The extension of the Sawyer Ranch Road Shared Use Path will assist in providing safer access to the area’s existing and planned school facilities on Sawyer Ranch Road and south of Darden Hill Road and will be a critical non-motorized element in the transportation network serving the existing and future developments in this rapidly growing part of Hays County.

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. 2023-

A RESOLUTION OF SUPPORT BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”) FOR THE GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CREATION OF PEDESTRIAN AND CYCLIST TRAIL CONNECTIONS FROM MEADOW CREEK DR TO DARDEN HILL ROAD AND SURROUNDING AREAS.

WHEREAS, the City of Dripping Springs is aware of the lack of pedestrian/ cyclist trails or sidewalks on Sawyer Ranch Road from Meadow Creek Dr. to Darden Hill Road (AREA); and

WHEREAS, in order to make the Area safe for pedestrians and cyclists, including all DSISD students and ADA (Americans with Disabilities) students; significant work must be done to create ADA pathways walkway; and

WHEREAS, funding from the 2023 TxDOT TASA Program would afford the construction of several needed improvements within the Area will tie to the existing Shared Use Path at Meadow Creek Drive and extend south to the future Roundabout at Darden Hill Road. The extension of the Sawyer Ranch Road Shared Use Path will assist in providing safer access to the area’s existing and planned school facilities on Sawyer Ranch Road and south of Darden Hill Road and will be a critical non-motorized element in the transportation network serving the existing and future developments in this rapidly growing part of Hays County; and

WHEREAS, with the constant flow of commercial vehicles and cars, it is extremely dangerous for students to traverse the Area without a safe route; and

WHEREAS, the City Council believes funding under the 2023 TxDOT TASA Program for the improvement and enhancement of a shared pathway in the Area would provide safety for the City’s students and patrons alike.

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

1. The Dripping Springs City Council supports the safe travel of all students and patrons of the City.
2. The Dripping Springs City Council supports submission of the application for funding under the 2023 TxDOT TASA Program to create a shared pedestrian/cyclist pathway of various parts on the east side of Sawyer Ranch Road from Meadow Creek Drive to Darden Hill Road, and surrounding area.

- 3. 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.

APPROVED, this the 16th day of May 2023, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Mayor Bill Foulds Jr.

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Aaron Reed, Public Works Director

Meeting Date: May 16, 2023

Agenda Item Wording: **Approval of a Resolution of Support for a Grant Application to the Texas Department of Transportation for the Creation of Pedestrian Connections from Mercer St. to Ranch Road 12 and Surrounding Area.**

Agenda Item Requestor:

Summary/Background: City staff submitted a preliminary application for the 2023 TxDOT TASA call for projects for construction of an 8' concrete sidewalk, ADA-compliant curb ramps, and curb and gutter on the west side of Old Fitzhugh Road between Mercer Street and RM 12 (~3,200 LF). The project includes five speed tables with raised crosswalks and safety lighting. Bicycle racks are provided at five locations on the corridor. The project addresses pedestrian safety and connectivity issues between Downtown Dripping Springs and the Mercer Street Historic District. City staff would like to request a Resolution of support as this project would decrease traffic on City streets and provide safe, ADA compliant routes for pedestrians.

Commission Recommendations:

Recommended Council Actions:

Attachments:

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

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2023-

A RESOLUTION OF SUPPORT BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”) FOR THE GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CREATION OF PEDESTRIAN AND CYCLIST TRAIL CONNECTIONS ON OLD FITZHUGH ROAD FROM MERCER ST. TO RANCH ROAD 12 AND SURROUNDING AREAS.

WHEREAS, the City of Dripping Springs is aware of the lack of pedestrian/ cyclist trails or sidewalks on Old Fitzhugh Road from Mercer St. to RR-12 (AREA); and

WHEREAS, in order to make the Area safe for pedestrians and cyclists, including all residents visitors, significant work must be done to create ADA pathways walkway; and

WHEREAS, funding from the 2023 TxDOT TASA Program would afford the construction of several needed improvements within the Area slated as: Construction of an 8' concrete sidewalk, ADA-compliant curb ramps, and curb and gutter on the west side of Old Fitzhugh Road between Mercer Street and RM 12 (~3,200 LF). The project includes five speed tables with raised crosswalks and safety lighting. Bicycle racks are provided at five locations on the corridor. The project addresses pedestrian safety and connectivity issues between Downtown Dripping Springs and the Mercer Street Historic District; and

WHEREAS, with the constant flow of commercial vehicles and cars, it is extremely dangerous for pedestrians to traverse the Area without a safe route; and

WHEREAS, the City Council believes funding under the 2023 TxDOT TASA Program for the improvement and enhancement of a shared pathway in the Area would provide safety for the City’s students and patrons alike.

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

1. The Dripping Springs City Council supports the safe travel of all students and patrons of the City.
2. The Dripping Springs City Council supports submission of the application for funding under the 2023 TxDOT TASA Program to create a shared pedestrian/cyclist pathway of various parts on the west side of Old Fitzhugh Road from Mercer St. to RR-12, and surrounding area.
3. 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.

APPROVED, this the 16th day of May 2023, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Mayor Bill Foulds Jr.

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Aaron Reed, Public Works Director

Parks Meeting Date: May 16, 2023

Agenda Item Wording: **Approval of a Resolution of Support for a Grant Application to the Texas Department of Transportation for the Creation of Pedestrian Connections from the Founders Ridge subdivision to DSISD Elementary, DSRP, and Surrounding Area.**

Agenda Item Requestor:

Summary/Background: City staff submitted a preliminary application for the 2023 TxDOT TASA call for projects for sidewalks along Ranch Road 12 and Event Center Dr. between the Founders Ridge subdivision, DSISD elementary school and Dripping Springs Ranch Park. The project was deemed eligible for funding by TxDOT and City staff is working on the detailed application. City staff would like to request a Resolution of support as this project would improve connectivity between City parks, schools and multiple residential subdivisions.

Commission Recommendations:

Recommended Council Actions:

Attachments:

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

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2023-

A RESOLUTION OF SUPPORT BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”) FOR THE GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE CREATION OF PEDESTRIAN AND CYCLIST TRAIL CONNECTIONS THE FOUNDERS RIDGE SUBDIVISION TO THE D.S.I.S.D. ELEMENTARY SCHOOL, DRIPPING SPRINGS RANCH PARK, AND SURROUNDING AREA.

WHEREAS, the City of Dripping Springs is aware of the lack of pedestrian/ cyclist trails or sidewalks on the east side of Ranch Road 12, running from the Founders Ridge Subdivision to the driveway for Dripping Springs Independent School District (“D.S.I.S.D.”) Elementary School and Dripping Springs Ranch Park (“Area”); and

WHEREAS, in order to make the Area safe for pedestrians and cyclists, including all DSISD students and ADA (Americans with Disabilities) students; significant work must be done to create ADA pathways walkway; and

WHEREAS, funding from the 2023 TxDOT TASA Program to would afford the construction of several, needed improvements within the Area slated as: sidewalks on the east side of Ranch Road 12 running from the Founders Ridge subdivision to the D.S.I.S.D. elementary school driveway; a sidewalk on the North side of Event Center Dr. from Ranch Road 12 to the Harrison Hills subdivision; a DG trail from Event Center Dr. to DS Ranch Park and Exiting Trails; Improvements to the signalized crossing on Ranch Road 12; and

WHEREAS, with the constant flow of commercial vehicles and cars, it is extremely dangerous for pedestrians and students to traverse the Area without a safe route; and

WHEREAS, the City Council believes funding under the 2023 TxDOT TASA Program for the improvement and enhancement of a shared pathway in the Area would provide safety for the City’s students and patrons alike.

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

1. The Dripping Springs City Council supports the safe travel of all students and patrons of the City.
2. The Dripping Springs City Council supports submission of the application for funding under the 2023 TxDOT TASA Program to create a shared pedestrian/cyclist pathway of various parts on the east side of Ranch Road 12 from the Founders Ridge subdivision to the D.S.I.S.D. Elementary School, Dripping springs Ranch Park, and surrounding area.

3. 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.

APPROVED, this the 16th day of May 2023, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Mayor Bill Foulds Jr.

ATTEST:

Andrea Cunningham, City Secretary



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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: 05/16/2023

Agenda Item Wording: Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Big Sky Subdivision Phase 3 Streets, Drainage, and Wastewater Improvements and Releasing a Construction Bond.

Agenda Item Requestor: Council Member Crow

Summary/Background: Big Sky Phase 3 public improvements have been completed and inspected. The City Engineer, City Inspector and Public Works Director have performed a final walk with the Design Engineer and found all improvements to be completed in conformance with the approved construction plans. Water improvements have been inspected and approved by DSWSC.

**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. 2023-

**ACCEPTING IMPROVEMENTS AND APPROVING MAINTENANCE
BOND FOR BIG SKY SUBDIVISION PHASE 3 GRADING, STREET,
STORM SEWER, AND WASTEWATER IMPROVEMENTS AND
RELEASING CONSTRUCTION BOND**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), ACCEPTING IMPROVEMENTS AND APPROVING AND ACCEPTING A MAINTENANCE BOND FOR BIG SKY SUBDIVISION PHASE 3 GRADING, STREET, STORM SEWER, AND WASTEWATER IMPROVEMENTS AND RELEASING A CONSTRUCTION BOND, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING

- WHEREAS**, CC Carlton Industries, Ltd. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, Big Sky Subdivision Phase 3 Streets, Drainage, and Wastewater 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 Big Sky Subdivision Phase 3; 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**, substantial completion of the Work was verified by engineer letter (Attachment “B”) as of April 28, 2023 and the maintenance bond period of Two (2) Years begins on that date; 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, Storm Sewer, and Wastewater Improvements at the Big Sky Subdivision Phase 3.
3. The City Council hereby approves and accepts the Contractor’s proposed Maintenance Bond No. 800155702, from Atlantic Specialty Insurance Company (“Insurer”), included and attached herein (Attachment “A”).
4. The City Council hereby releases the Contractor’s Construction Bond No. 7901102197.
5. 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.
6. 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.
7. This Resolution shall take effect immediately upon passage.
8. 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 [redacted] day of [redacted], 2023, 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. 800155702: CC Carlton Industries, Ltd., and Atlantic Specialty Insurance Company)



MAINTENANCE BOND

BOND NO. 800155702

KNOW ALL MEN BY THESE PRESENTS:

That we CC Carlton Industries, Ltd. as Principal, and Atlantic Specialty Insurance Company as Surety, are held and firmly bound unto City of Dripping Springs

as Obligee in the sum of Five Hundred Nine Thousand Five Hundred Fifty-five And 42/100 Dollars (\$ \$509,555.42) for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, on the _____ day of _____, _____, Principal entered into a contract with the Obligee for: Big Sky Phase 3- Sanitary Sewer, Storm Drain, Water Quality Pond, Concrete, Paving, Curb & Gutter, Signage & Striping

Which contract is by reference made a part hereof and is hereafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall make good any defect in material or construction that shall appear within Two (2) year(s) from the date of the substantial completion, (5/3/2025) this shall be null and void and otherwise remain in full force and effect.

Signed, sealed and dated this 2nd day of May, 2023.

CC Carlton Industries, Ltd.

Charles Rogers
Witness

BY: [Signature]
Principal
ITS: President, CC Carlton Industries, Ltd

Atlantic Specialty Insurance Company

Andriana M Gonzalez
Witness

BY: [Signature]
Attorney-in-Fact John W. Schuler



605 Highway 169 North, Suite 800
Plymouth, Minnesota, USA 55441
Web: intactspecialty.com/surety
E-mail: surety@intactinsurance.com



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Walter E. Benson Jr, Steve Dobson, John W. Schuler**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

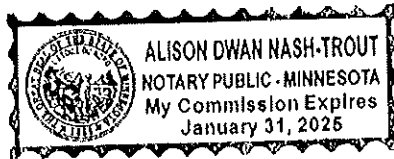
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed, sealed and dated this 2nd day of May, 2023



Kara Barrow
Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier
at

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints
at

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compa ia de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compa ia de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817
DoucetEngineers.com

April 28, 2023

Aaron Reed, Public Works Coordinator
City of Dripping Springs, Texas
511 Mercer Street
Dripping Springs, Texas 78620

**Re: Engineer's Letter of Concurrence
Big Sky Ranch Subdivision – Phase 3
SUB2021-0038**

Aaron:

On this day, I, the undersigned professional engineer of record, made a final visual observation of the above referenced project. I have also visited the site during construction, and observed that the grading, street, water, wastewater, and drainage improvements were constructed in general conformance with the City-approved plans, and documented field modifications, with insignificant deviation.

We trust that you will find this information helpful when considering final approvals for this project. If you should have any questions, or need additional information regarding Big Sky Ranch, please let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Reid".

Christopher A. Reid, PE
Senior Project Manager



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

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

Council Meeting Date: May 16, 2023

Agenda Item Wording: **Discuss and consider approval of expenditure of funds for Roger Hanks Extension Shared Use Path Improvements and authorize staff to negotiate a reimbursement agreement for the expansion costs.**

Agenda Item Requestor:

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

For consideration staff is recommending that the 5-foot sidewalk required by the Agreement be upgraded to a shared use path. The shared use path will be typically 10-foot wide (2,325 lf) but will have a single section (775 lf) in the curve around the high school parking lot that is 8-foot wide due to grading and ROW constraints. See attached updated construction plan showing the limits of the 10-foot path and 8-foot path.

Due to ROW and grading constraints the upgrade to a shared use path will require approximately 404 linear feet of retaining wall ranging from 1-foot to 2-foot in height.

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

If approved the Developer will execute a change order for the improvements with his construction contractor and the City will reimburse the developer from the City's sidewalk fee-in-lieu fund.

Sidewalk fee-in-lieu account currently has a balance of: \$171,496

Benefits of Improvements

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

Commission Recommendations:

Recommended Council Actions:

Staff recommends approval of the expenditure of sidewalk fee-in-lieu funds to upgrade the 5-foot sidewalk to a 10-foot and 8-foot shared use path.

Attachments:

Offsite Road and Trail Agreement.

Contractor's Change Order Cost

Updated Construction Plan Showing Shared Use Path

Next Steps/Schedule:

If approved Developer will execute Change Order with his contractor to build the Shared Use Path Improvements. Through a reimbursement agreement City will reimburse the Developer \$169,999 from the sidewalk fee-in-lieu fund.

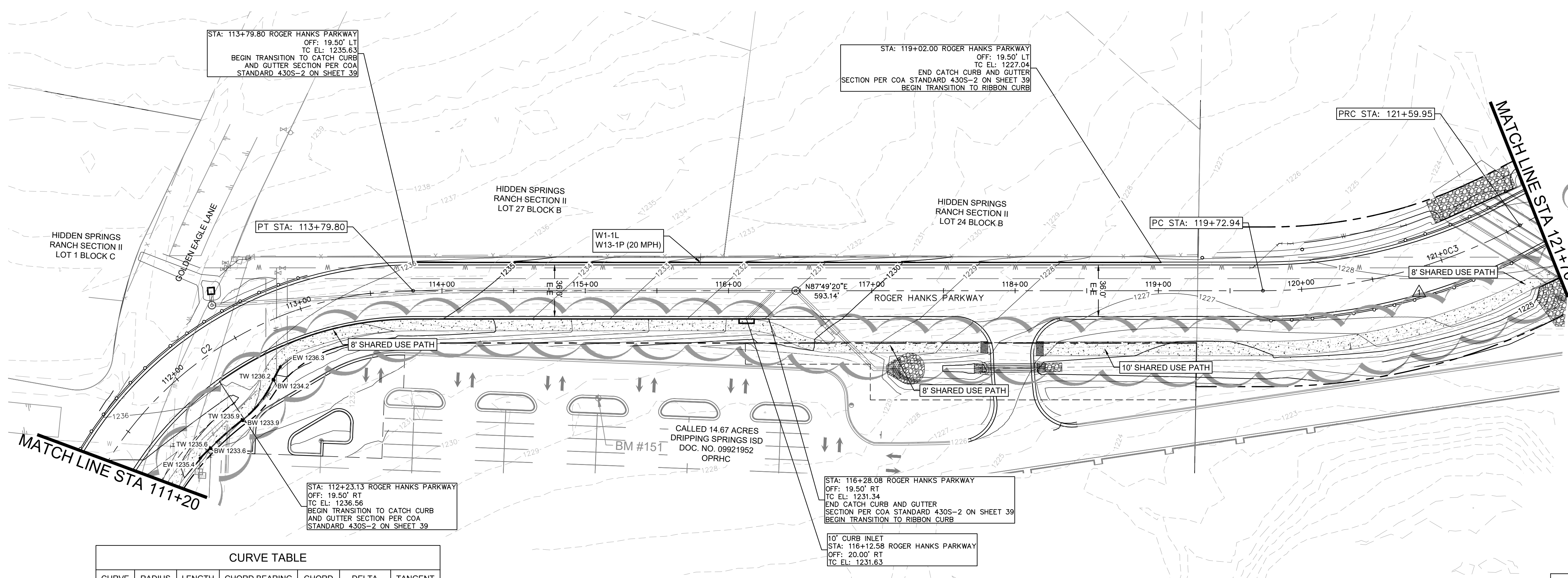
CONTRACTOR: Cash Construction Company, Inc.
PROJECT: Roger Hanks Parkway Extension II
ITEM: 998 - CPR #8 - Shared Use Path with Wall and Grading Changes
DATE: 4/18/2023



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

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

Plotted By: Granados, Alex Date: April 04, 2023 03:40:49pm File Path: K:\Users\alex_civil\06778317\herfage-m\horns\yogger\horns parkway\121+70 TO 132+25.dwg
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CURVE TABLE

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

LEGEND

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

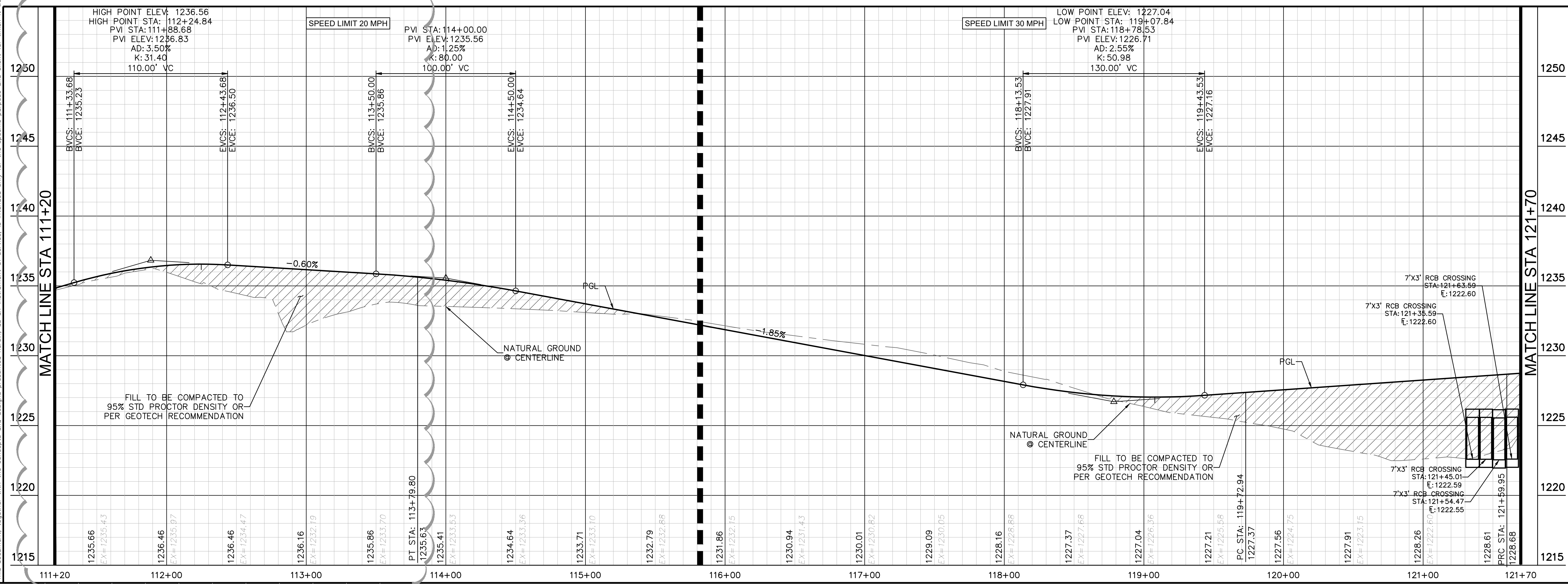
NOTE: SEE SHEET 18 FOR CROSS SECTION VIEWS FOR ROGER HANKS PARKWAY FOR STATIONS 112+00 TO 119+00.

PAVING NOTES

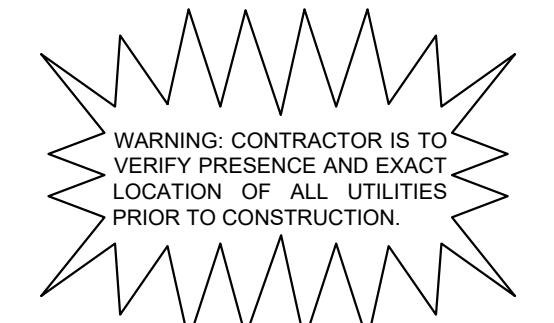
SEE PAVING DETAILS SHEETS 40 & 41 FOR TYPICAL PAVING SECTION

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

ROGER HANKS PARKWAY



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



BENCHMARKS

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

04/04/2023 AEG

04/04/2023

04/04/2023

06778317

MARCH 2023

AS SHOWN

DPD

AEC

DATE

REVISIONS

No.

Item 12.

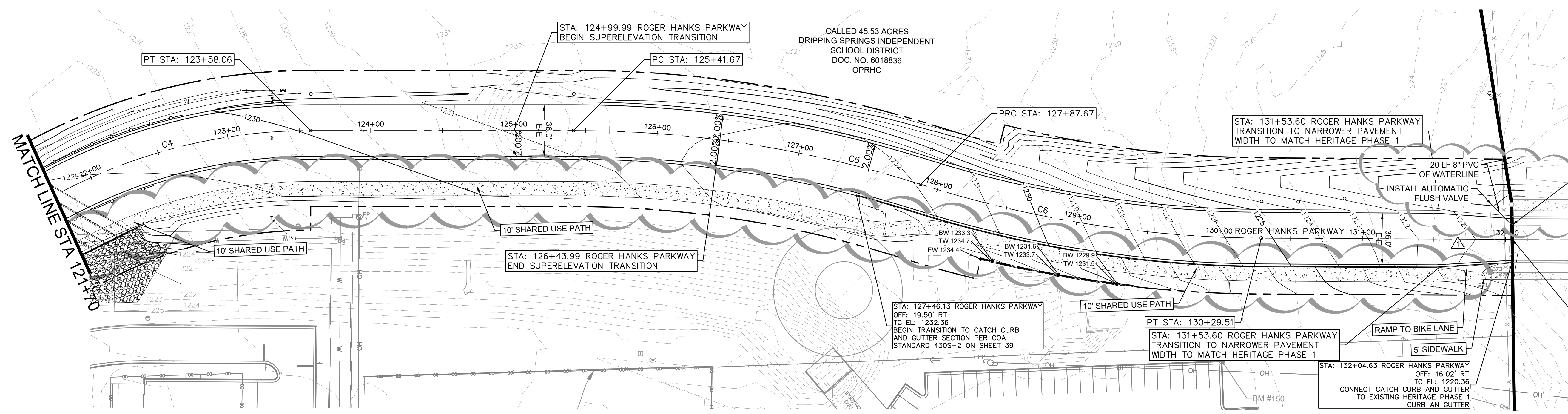
B

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

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

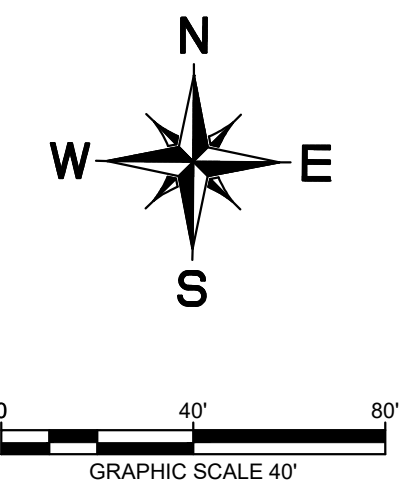
SHEET NUMBER
16

Plotted By: granados, alex Date: April 04, 2023 03:41:26pm File Path: k:\aas_civil\06778317-heritage-ii\horns\yosger\horns\parkway\121+70 to 132+25.dwg
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LEGEND

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



CURVE TABLE

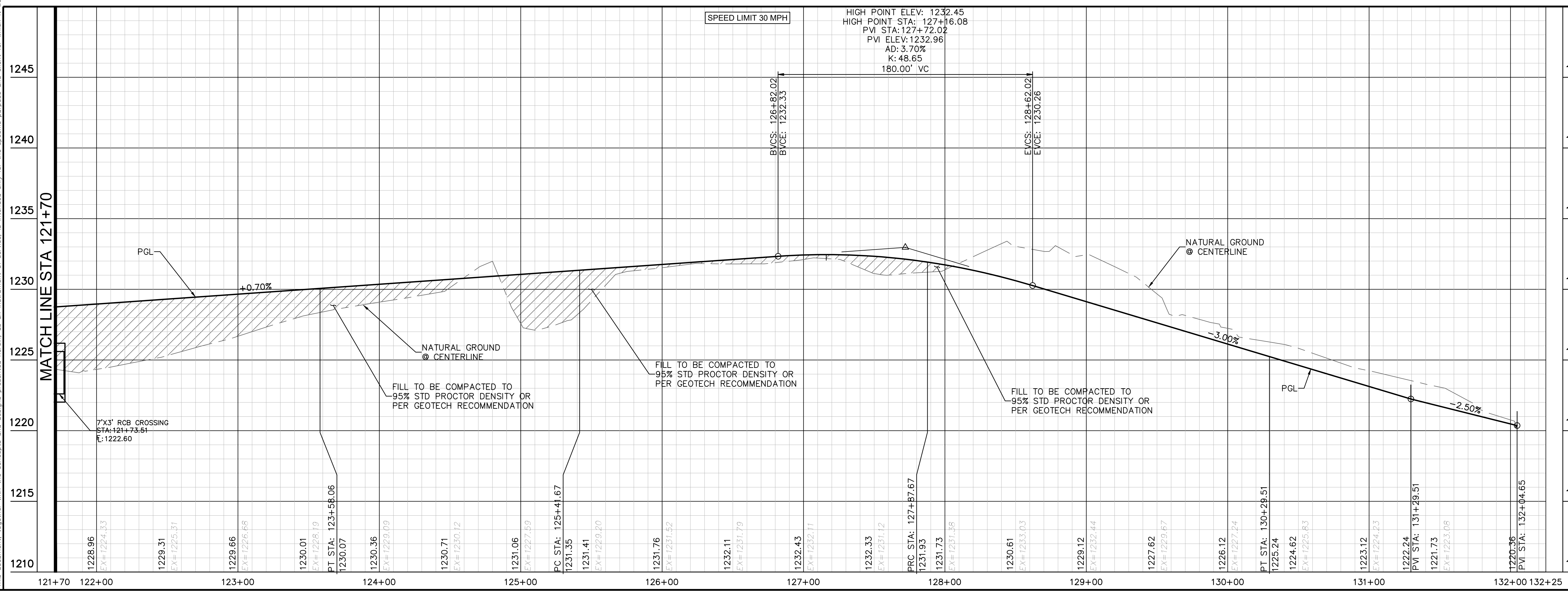
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C4	375.00'	198.11'	N74°22'59"E	195.81'	30°16'06"	101.42'
C5	800.00'	246.00'	S81°40'25"E	245.03'	17°37'07"	123.98'
C6	800.00'	241.84'	S81°31'28"E	240.92'	17°19'13"	121.85'

PAVING NOTES

SEE PAVING DETAILS SHEETS 40 & 41 FOR TYPICAL PAVING SECTION

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

ROGER HANKS PARKWAY



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

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

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

BENCHMARKS

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

KHA PROJECT 06778317	DATE MARCH 2023	SCALE: AS SHOWN	DRAWN BY: DPD	CHECKED BY: AEC	SIDEWALK WIDTH UPDATED	04/04/2023	AEG	No.	REVISIONS	DATE	Item 12 B
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© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALON IV, SUITE 300, AUSTIN, TX 78759
PHONE: 512-418-1771 FAX: 512-418-1791
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

Alejandro E. Granados

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

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

SHEET NUMBER
17

OFFSITE ROAD AND TRAIL AGREEMENT

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

RECITALS:

WHEREAS, Owner, together with BobWhite Investments, LP, a Texas limited partnership, owns approximately 189 acres of land (the "Land") as shown on **Exhibit A** and more particularly described on **Exhibit B**, which Land is being annexed into the City on this same date; and

WHEREAS, it is intended that the Land will be developed as a master-planned community by Owner, its affiliates and/or their successors and assigns, including future owners and developers (the "Project"); and

WHEREAS, the City approved on the same date as this Agreement that certain "Annexation and Development Agreement" that contains terms and agreements regarding the annexation and development of the Land; and

WHEREAS the Owner wishes to design and construct, or cause to be designed and constructed, an Offsite Road (as hereinafter defined) and Offsite Trail (as hereinafter defined) or wishes to have the option to provide funding for the Offsite Trail in order to provide a special benefit for the proposed development of the Land.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree as follows:

ARTICLE 1 RECITALS

1.1 The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE 2 DEFINITIONS

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

22 City Administrator: The chief administrative officer of the City of Dripping Springs, Texas. The term also includes the Deputy City Administrator or the City Administrator's

designee.

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

Unless indicated otherwise herein, other capitalized terms in this Agreement shall have the same respective meanings as are ascribed to them in the Annexation and Development Agreement.

ARTICLE 3
DESIGN AND CONSTRUCTION OF OFFSITE ROAD AND OFFSITE TRAIL

3.1 Offsite Road:

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

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

3.2 Offsite Trail.

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

- 3.3 **Other Offsite Improvements.** The Traffic Impact Analysis may show the need for other offsite improvements.
- 3.4 **Infrastructure Standards.** The Offsite Road and Offsite Trail shall be planned, designed and constructed in compliance with this **Article 3** and the City Construction Standards that apply to the Land. Owner agrees to engage a professional engineer registered in the State of Texas to provide design phase, bid phase, and construction phase services necessary for the design, bidding, and construction and installation of the Offsite Road and Offsite Trail. Owner shall not be required to publicly bid the project in accordance with all applicable City procedures and the Laws of the State of Texas. However, the Owner will request at least three bids from qualified firms for each construction contract for the Offsite Road and Offsite Trail and to work with the City to provide locally-based, qualified firms access to bidding opportunities as allowed by state law.
- 3.5 **Engagement of Contractor.** Owner shall engage a contractor to construct the Offsite Road and Offsite Trail in accordance with the terms and conditions of this Agreement and with the approved construction plans and specifications. The construction contract shall require that any and all change orders in excess of \$25,000.00 shall be jointly agreed to in writing by the City and the Owner, shall incorporate the requirements of this **Article 3**, and shall provide that the City is a third-party beneficiary of the contract and may enforce such contracts against the Contractor. Change orders must represent an individual change to the contracted work such that large change orders are not subdivided for the sole purpose of arriving at a cost less than \$25,000 for any of the subdivided changes.
- 3.6 **Plan Review, Payment of Fees, and Pre-Construction Conference.** Construction of the Offsite Road and Offsite Trail shall not commence until the plans and specifications have been reviewed and accepted by the City for compliance with the City Construction Standards; a pre-construction conference has been held by the Contractor, the Owner's Engineer, and the City Engineer; and the applicable City Review Fees have been paid. At such pre-construction conference, the City's Engineer shall designate the individual who will serve as the City's project manager and inspector (the "City Inspector").
- 3.7 **Inspection by City.** The City has the right, but not the obligation, to inspect and test the Offsite Road and Offsite Trail at any time. Further, the City has the right to participate in a final inspection of the Offsite Road and Offsite Trail. The Owner, or its Engineer or Contractor, shall notify the City Inspector when each of the Offsite Road and Offsite Trail is ready for final inspection. If the City Inspector concurs that construction of the Offsite Road and/or Offsite Trail is substantially complete, then the City Inspector will schedule a final inspection by the City's Engineer within 15 days. Upon such final inspection and correction of any punch list items, the Owner shall request that City formally accept the improvements, subject to the provisions of this Agreement.

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

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

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

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

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

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

- 5.3 After acceptance by the City, the City will operate and maintain the Offsite Road and Offsite Trail according to the City's policies and ordinances, as amended from time to time. Nothing in this Agreement will be construed to limit, restrict, modify, or abrogate the City's governmental authority or ordinances respecting the operation and maintenance of its road systems nor its duty to provide for the public health, safety, and welfare in the operation and maintenance of the same.

ARTICLE 6 INSURANCE AND INDEMNIFICATION

- 61 **Insurance.** Owner or its Contractor(s) shall acquire and maintain, during the period of time when any of the Offsite Road or Offsite Trail is under construction by Owner (with full coverage in force for matters occurring prior to City's acceptance of the Offsite Road or Offsite Trail, respectively, until expiration of two (2) years after the latter to occur of full and final completion of the Offsite Road or Offsite Trail and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability (e.g. deletion of exclusions for liability assumed under any indemnification provisions of this Agreement) , with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00 per occurrence and general aggregate coverage for bodily injury, death and property damage of not less than \$2,000,000.00 (per project); provided, however, if the applicable construction contract is for a sum greater than \$3,000,000.00, then either (at Owner's election) the general aggregate coverage for bodily injury, death and property damage shall be no less than \$5,000,000.00 (on a per project basis), or an additional \$3,000,000.00 of umbrella or excess liability insurance shall be acquired and maintained. Such insurance shall cover claims for bodily injury, death and property damage which might arise out of the construction contracts for the Offsite Road and Offsite Trail, whether by Owner, a contractor, subcontractor, material man, or otherwise. Commercial general liability insurance coverage in the amount of \$1,000,000.00 must be on a "per occurrence" basis. All such insurance shall be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do the business of insurance in the State of Texas. The commercial general liability insurance shall name the City including its current and future officers, councilmembers, employees, representatives, and other agents as additional insureds and contain a waiver of subrogation endorsement in favor each additional insured. Upon the later to occur of Owner's execution of a construction contract for the Offsite Road or Offsite Trail or five (5) days prior to commencement of construction under a construction contract for the Offsite Road or Offsite Trail, Owner shall provide to the City certified copies of all declarations, contracts and policies of insurance, including all riders, exclusions, and all other attachments to each, evidencing such insurance coverage, along with the

endorsement naming the City as an additional insured. As to insurance required for current and for future Owners, even where Owner or the insurer has the right to cancel, fail to renew, or modify insurance coverage, each such policy shall provide that, at least thirty (30) days' prior to the cancellation (including for non-payment of premiums), non-renewal or modification of the same, the City and Owner or Owner's contractor shall receive written notice of such cancellation, non-renewal or modification; furthermore, if Owner receives ten (10) days' written notice for non-payment of premiums pursuant to Section 551.053 of the Texas Insurance Code, or if Owner is provided such notice by Owner's contractor, then Owner shall provide such notice to the City within five (5) business days. The commercial general liability insurance discussed in this Section 6.1 will not have exclusions or reduced limits for risks assumed pursuant to this Agreement. If insurance coverage that names a city as an "additional named insured" is commercially available to contractors which would bid for a construction project within the Heritage Subdivision at commercially reasonable rates, then the City shall be named as an "additional named insured" to the insurance policy for such construction project.

- 62 **DEFENSE, INDEMNIFICATION and HOLD HARMLESS.** THE OWNER (IN THE EVENT OF AN ASSIGNMENT PURSUANT TO SECTION 8.5 BELOW "OWNER" FOR PURPOSES OF THIS SECTION 6.2 SHALL MEAN SUCH ASSIGNEE) HEREBY COVENANTS AND AGREES, TO THE EXTENT PERMITTED BY CHAPTER 151 OF THE TEXAS INSURANCE CODE, AND NO FURTHER, TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS PAST, PRESENT, AND FUTURE OFFICIALS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND OTHER AGENTS (IN THIS SECTION, COLLECTIVELY THE "CITY") AGAINST AND FROM (AND WILL PAY TO THE CITY OR THE CLAIMANT, AS APPLICABLE, THE AMOUNT OF SUCH DAMAGES TO THE EXTENT THAT PAYMENT OBLIGATIONS UNDER THIS INDEMNITY ARISE) ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF ANY TYPE (COLLECTIVELY, "DAMAGES"), ARISING FROM (i) THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY OWNER OR (ii) ANY THIRD PARTY CLAIMS RELATING TO ANY PUBLIC IMPROVEMENT CONSTRUCTED BY OWNER ACQUIRED UNDER THIS AGREEMENT, INCLUDING ANY CLAIM RELATING TO THE CONCURRENT OR SOLE NEGLIGENCE OF THE CITY OR RESULTING FROM ANY INJURY TO ANY PERSON OR DAMAGE TO PROPERTY RESULTING FROM THE ACTS OR OMISSIONS OF OWNER, ITS CONTRACTOR OR SUBCONTRACTORS, IN OWNER'S CONSTRUCTION OF THE OFFSITE ROAD OR OFFSITE TRAIL FOR THE PROJECT. OWNER WILL DEFEND THE CITY AGAINST ALL SUCH CLAIMS AND THE CITY WILL REASONABLY COOPERATE AND ASSIST IN PROVIDING SUCH DEFENSE. THE CITY SHALL HAVE THE RIGHT TO REASONABLY APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER SUBJECT TO THE TERMS AND CONDITIONS OF ANY INSURANCE POLICY APPLICABLE TO SUCH CLAIM AND THE INSURER'S RIGHT TO RETAIN COUNSEL ON BEHALF OF ANY INSURED OR ADDITIONAL INSURED. THE CITY RESERVES THE RIGHT, BUT IS NOT REQUIRED, TO PROVIDE A

PORTION OR ALL OF ITS OWN DEFENSE AT ITS OWN EXPENSE. OWNER SHALL RETAIN DEFENSE COUNSEL WITHIN 10 BUSINESS DAYS OF WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHTS TO DEFENSE AND INDEMNIFICATION, AND IF OWNER DOES NOT DO SO, THE CITY MAY RETAIN ITS OWN DEFENSE COUNSEL IF REASONABLY NECESSARY AND OWNER WILL BE LIABLE FOR ALL REASONABLE COSTS AND EXPENSES OF SUCH COUNSEL INCURRED UNTIL OWNER HAS RETAINED DEFENSE COUNSEL. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT INDEFINITELY WITH RESPECT TO MATTERS OCCURRING PRIOR TO CITY’S ACCEPTANCE OF THE OFFSITE ROAD OR OFFSITE TRAIL, RESPECTIVELY, SUBJECT TO APPROPRIATE STATUTES OF LIMITATIONS, AS THEY MAY BE TOLLED OR EXTENDED BY AGREEMENT OR OPERATION OF LAW. OWNER WILL NOT SETTLE ANY CLAIM IF SUCH SETTLEMENT PROVIDES FOR INJUNCTIVE OR DECLATORY RELIEF AGAINST THE CITY WITHOUT THE WRITTEN CONSENT OF THE CITY, WHICH SHALL NOT BE UNREASONABLY WITHHELD (CITY SHALL NOT HAVE APPROVAL RIGHTS OVER MONETARY SETTLEMENTS, UNLESS AFFIRMATIVE ACTION IS REQUIRED BY THE CITY IN CONNECTION WITH SUCH SETTLEMENT); HOWEVER, LIMITS ON FUTURE GOVERNMENT ACTION AND PRECEDENTIAL CONSIDERATIONS RELATED TO OR POTENTIALLY ARISING FROM ANY PROPOSED SETTLEMENT ARE AMONG REASONS ON WHICH THE CITY MAY BASE REFUSAL TO CONSENT TO ANY PROPOSED SETTLEMENT.

63 At no time shall the City have any control over or charge of the Owner’s design, construction, or installation of any of the Offsite Road and Offsite Trail, nor the means, methods, techniques, sequences, or procedures utilized for said design, construction or installation. This Agreement does not create a joint enterprise or venture between the City and Owner.

64 Insurance and Indemnity by Contractors: Insurance and Indemnity by Contractors: If Owner engages a Contractor to construct the Offsite Road and/or Offsite Trail, Owner shall include in the contract requirements that the Contractor must provide commercial general liability insurance naming the City as an additional insured as required in Section 6.1. To the extent allowed by applicable law, Owner shall use reasonable efforts to cause the contract to provide THAT THE CONTRACTOR COVENANT AND AGREE, TO THE EXTENT PERMITTED BY CHAPTER 151 OF THE TEXAS INSURANCE CODE, AND NO FURTHER, TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OF ANY NATURE ARISING OUT OF THE PERFORMANCE OF SUCH CONTRACT, EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO STRICT LIABILITY OR TO THE CONCURRENT NEGLIGENCE OF THE CITY.

ARTICLE 7.
DEFAULT AND REMEDIES FOR DEFAULT

- 7.1 **Preventative Default Measures.** The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. The City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to the City Administration. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Owner's request, the City Administration shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.
- 7.2 **Default.** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party arising out of the default, give written notice to the defaulting Party specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period.
- 7.3 **Remedies Between the City and Owner.** If a Party contends that the other Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 7.02 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. First, if both Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or both of the Parties decline to engage in mediation, then either Party may institute legal proceedings in a state district court in Hays County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by the City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party shall pay its own costs and attorney fees.

ARTICLE 8 MISCELLANEOUS

- 8.1 **Governing Law; Jurisdiction and Venue:** This Agreement shall be construed under and in accordance with the laws of The State of Texas. All obligations of the parties created hereunder are performable in Hays County, Texas and venue for any action arising hereunder shall be in Hays County.

82 **Conspicuous Provisions:** The City and Owner acknowledge that the provisions of this Agreement set out in **bold, CAPITALS** (or any combination thereof) satisfy the requirements for the express negligence rule or are conspicuous.

83 **Notices:** Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To the City:

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

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

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

To Owner:

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

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

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

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

84 **City Consent and Approval:** In any provision of this Agreement that provides for the consent or approval of the City staff or City Council, such consent or approval must be granted in writing, and unless otherwise specified in this Agreement may be withheld or conditioned by the staff or City Council based on compliance with the terms of this Agreement and applicable laws and ordinances.

85 **Assignment:** This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to (i) an affiliate of Owner or (ii) a subsequent homebuilder of all or a portion of the undeveloped Land within the Project, without the consent of the City, provided that the assignee assumes all of the assigned obligations of Owner hereunder and the assignee has provided Owner with a writing, certified by an officer with the authority to bind the assignee, stating that such assignee (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. In the event the proposed assignee is a homebuilder that is publicly traded and listed on the New York Stock Exchange, and is a member of either the National Association of Home Builders or Texas Association of Home Builders, then an officer of such proposed assignee shall provide this information in the certification described in this Section 8.5 in lieu of the requirements of item (iii), above. Owner shall provide the City with a copy of the writing described in this Section 8.5.

For assignments other than a homebuilder or an affiliate as provided in the above paragraph, Owner may, in its sole and absolute discretion, assign this Agreement with respect to all or part of the Project from time to time to any party provided that the assignee has provided to Owner with a copy to the City in a writing, certified by an officer with the authority to bind the assignee, stating that such assignee (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. In the event the proposed assignee is a company that is publicly traded and listed on the New York Stock Exchange, then an

officer of such proposed assignee shall provide this information in the certification described in this Section 8.5 in lieu of the requirements of (iii), above. Owner shall provide the City sixty (60) days prior written notice of any such assignment, and Owner shall provide the City with a copy of the writing described in this Section 8.5. Upon assignment pursuant to this Section 8.5, Owner shall be released of any further obligations under this Agreement.

- 86** **No Third Party Beneficiary:** This Agreement is solely for the benefit of the Parties, and neither the City nor Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City and Owner.
- 87** **Amendment:** This Agreement may be amended only with the written consent of the Owner and with approval of the governing body of the City.
- 88** **No Waiver:** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- 89** **Severability:** The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.
- 810** **Captions:** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.
- 811** **Interpretation:** The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "shall include" means "shall include without limitation."

- 812** **Exactions Roughly Proportionate:** Owner hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code, arising out of this Agreement. Both Owner and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement or the future zoning ordinance covering the Land. Owner further acknowledges that the benefits of platting and master planning have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Owner acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. Notwithstanding the foregoing, Owner does not waive any of its rights or claims with respect to any future requests or exactions from the City not covered or determined by this Agreement or the future zoning ordinance covering the Land.
- 813** **Counterpart and Originals:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.
- 814** **Term.** The term of this Agreement will commence on the Effective Date and continue until the City's acceptance of the Offsite Road (or earlier termination of Owner's obligation to construct the Offsite Road pursuant to Section 3.1(d) above) and Offsite Trail (or earlier termination of Owner's obligation to construct the Offsite Trail pursuant to Section 3.2(c) above), unless terminated on an earlier date by written agreement of the City and Owner.
- 815** **Incorporation of Exhibits by Reference:** All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:
- Exhibit A** Depiction of Land
 - Exhibit B** Legal Description of Land
 - Exhibit C** General Location and Cross-Section/Design Specifications for Offsite Road
 - Exhibit D** General Location and Cross-Section/Design Specifications Offsite Trail

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

[Signature Pages to follow]

THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT:



CITY OF DRIPPING SPRINGS,
a Type A General Law Municipality

By: *Todd Purcell*
Todd Purcell

MAYOR

ATTEST:

By: *Andrea Cunningham*
Andrea Cunningham
CITY SECRETARY

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

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

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

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

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



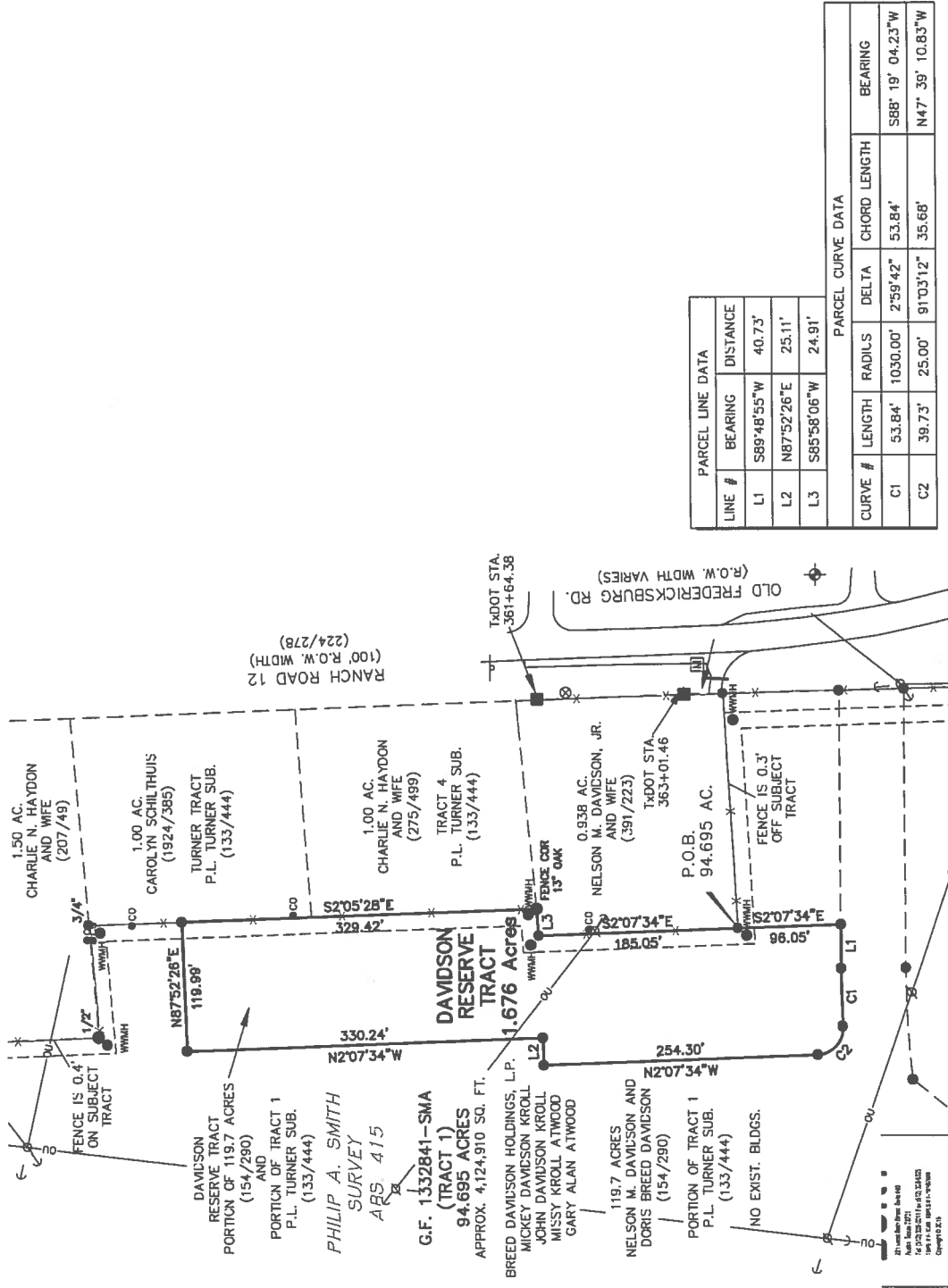
BURY
 Surveying & Mapping
 10000 West Loop South, Suite 1000
 Houston, Texas 77042
 Telephone: 281.486.1111
 Fax: 281.486.1112
 www.bury.com

COLOR	DESCRIPTION
	LANDS OF SLF IV - DRIPPING SPRINGS JV, LP PROPERTY
	LANDS OF BOWWHITE INVESTMENTS, LP

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

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

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



PARCEL LINE DATA			PARCEL CURVE DATA					
LINE #	BEARING	DISTANCE	CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
L1	S89°48'55\"W	40.73'	C1	53.84'	1030.00'	2°59'42\"	53.84'	S88° 19' 04.23\"W
L2	N87°52'26\"E	25.11'	C2	39.73'	25.00'	91°03'12\"	35.68'	N47° 39' 10.83\"W
L3	S85°58'06\"W	24.91'						

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

Exhibit A - ProPerty owNed by bobwHite INVeStmeNtS, LP

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



**EXHIBIT B
"Property"**

TRACT 1:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRACT 2:

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

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

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

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

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

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

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

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

TRACT 3:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. North 01°57'23" East, a distance of 240.27 feet to a nail in fence post found;
2. North 01°00'24" East, a distance of 791.82 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being in the east line of a 152.47 acre tract described in Volume 310, Page 718 of the Deed Records of Hays County, Texas;

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

1. North 01°07'29" East, a distance of 353.19 feet to a calculated point;
2. North 01°35'37" East, a distance of 300.57 feet to a calculated point;
3. North 02°03'04" East, a distance of 259.80 feet to a calculated point;
4. North 02°54'13" East, a distance of 484.14 feet to a calculated point;
5. North 02°48'03" East, a distance of 431.51 feet to a fence post found for the northwest corner of Tract 1, being the southwest corner of a 2 acre tract described in Volume 130, Page 231 of the Deed Records of Hays County, Texas;

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

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

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

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

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

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

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

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

TRACT 4:

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

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

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

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

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

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

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

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

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

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

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

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

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

TRACT 5:

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

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

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

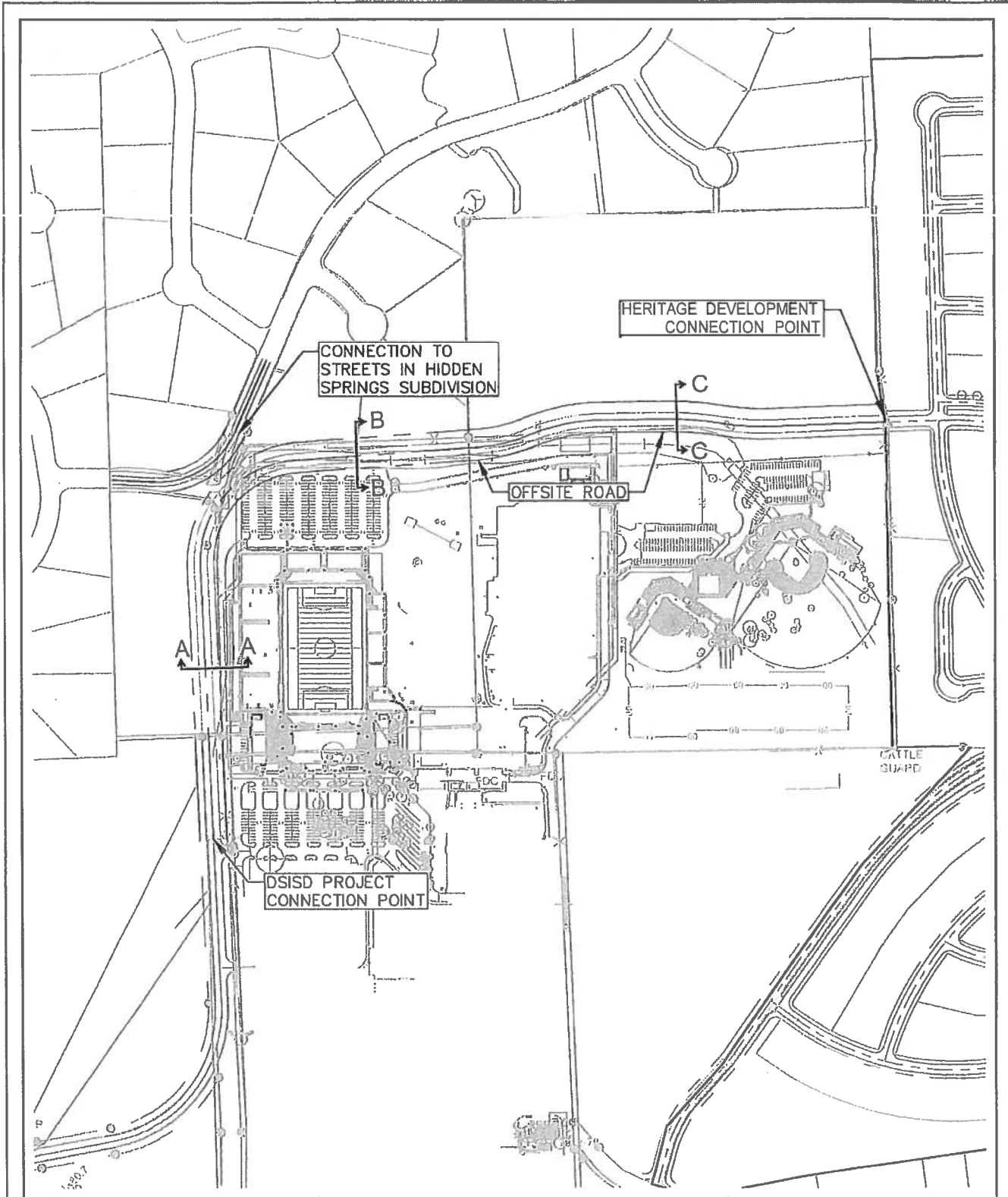
THENCE crossing Tract 1, the following eight (8) courses and distances:

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

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

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

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

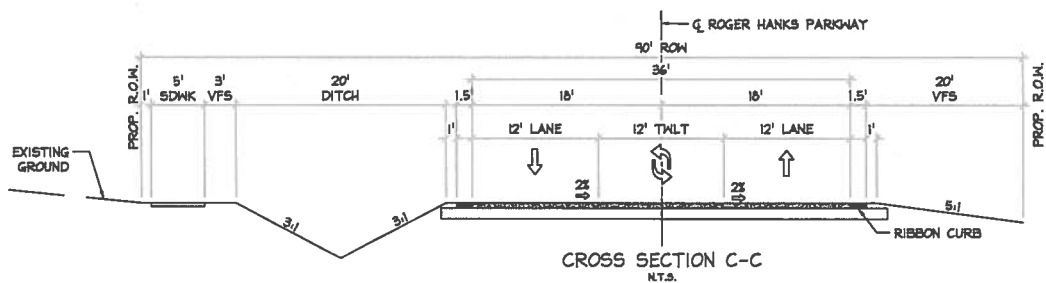
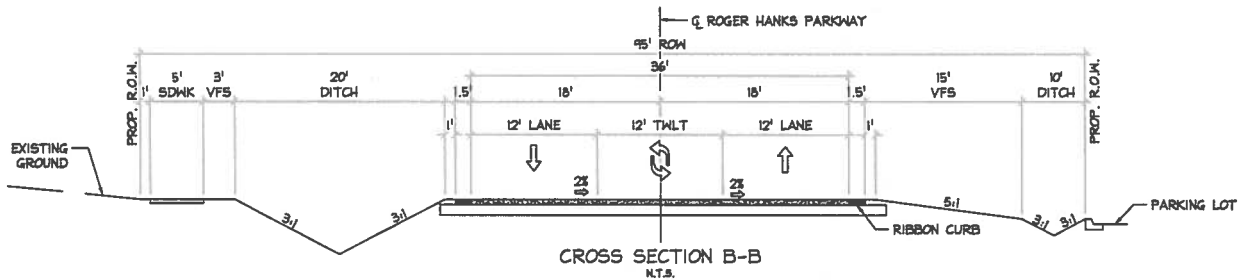
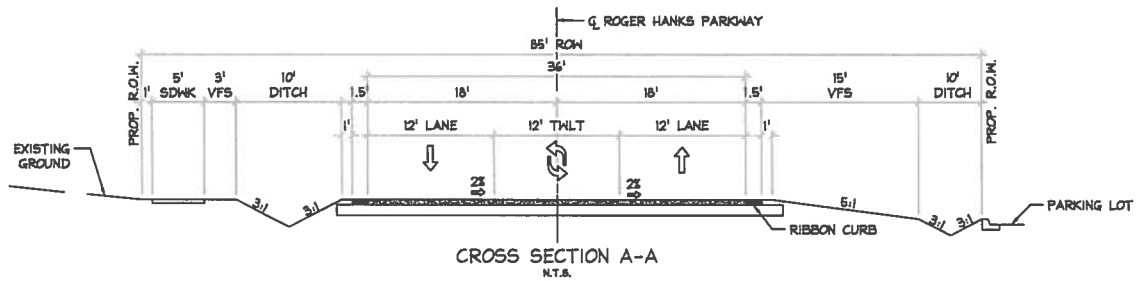


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 DRIPPING SPRINGS, TEXAS

STRATFORD LAND

OFFSITE ROAD
 GENERAL LOCATION
 AND CROSS SECTIONS
 EXHIBIT C
 PAGE 1 OF 2

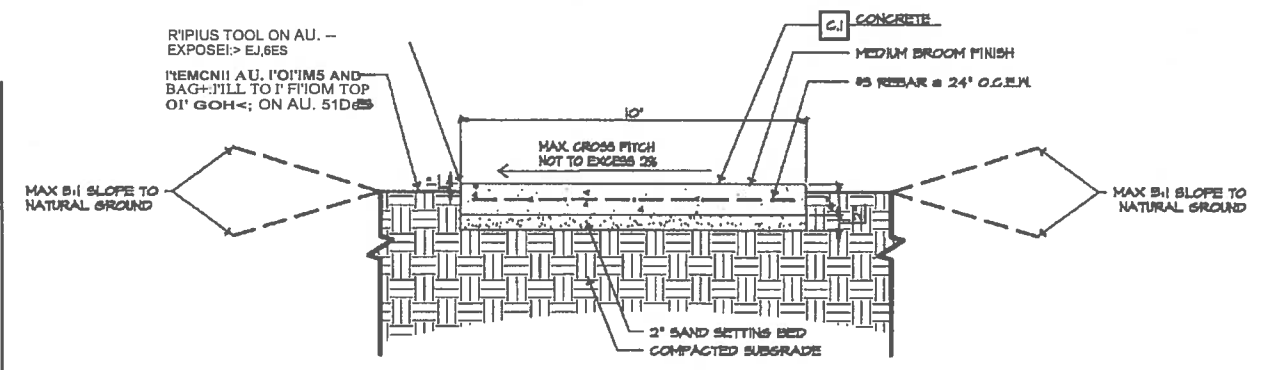


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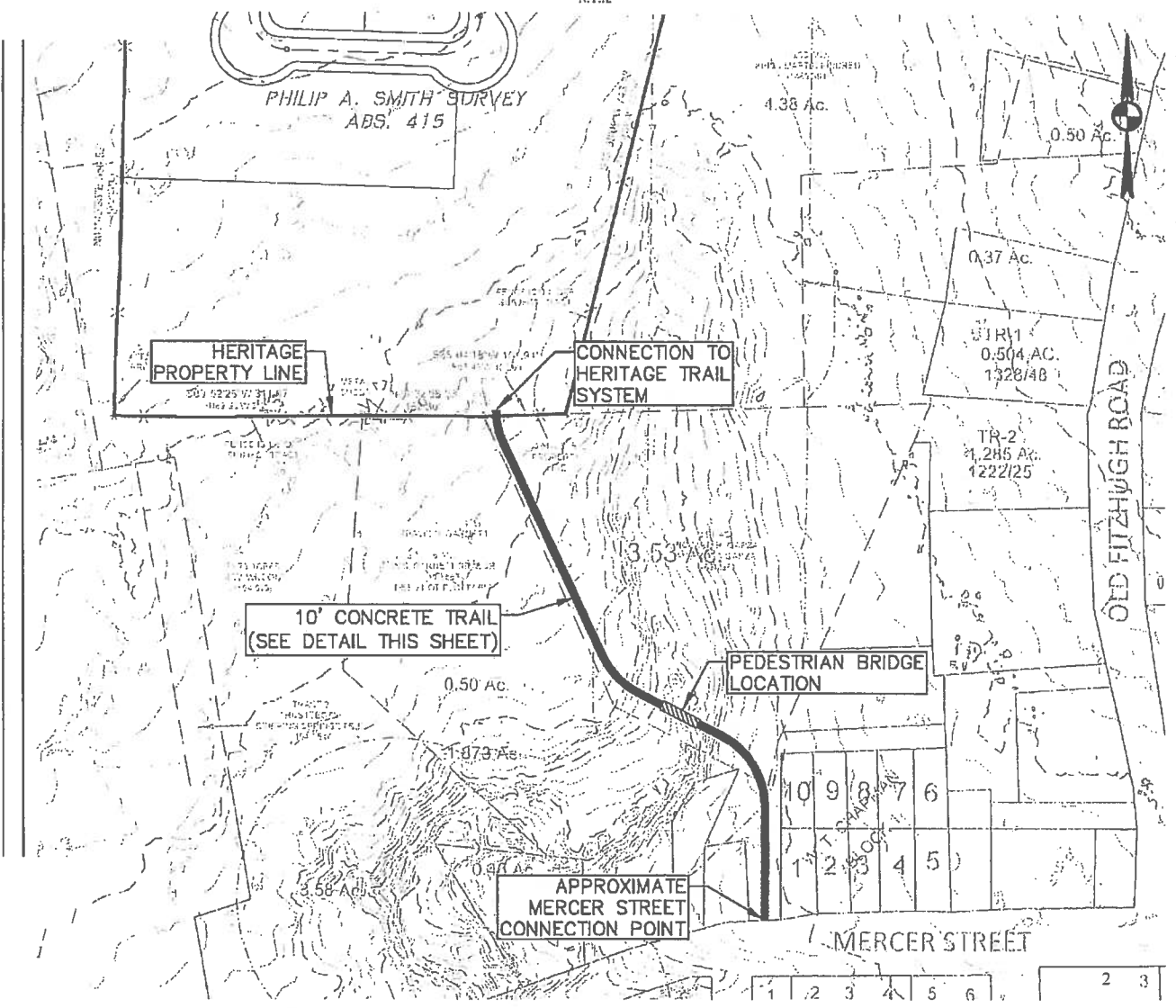
HERITAGE
DRIPPING SPRINGS, TEXAS

STRATFORD LAND

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



TRAIL CROSS SECTION
N.T.S.



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**HERITAGE
DRIPPING SPRINGS, TEXAS**

STRATFORD LAND

**OFFSITE TRAIL
GENERAL LOCATION
AND CROSS SECTION
EXHIBIT D**



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

Submitted By: Aaron Reed, Public Works Director

Council Meeting Date: 05/16/2023

Agenda Item Wording: **Discuss and consider approval of an Assignment of Assets, Utility Easement Agreement, and Easement Agreement from Arrowhead Ranch Utility Company LLC to the City of Dripping Springs related to the Arrowhead Ranch Subdivision Wastewater Treatment Plant.**

Agenda Item Requestor: Mayor Bill Foulds Jr.

Summary/Background: In 2015 the City and TF Arrowhead entered into the Second Amended and Restated Wastewater Utility Agreement. That agreement contemplated the potential need for Temporary Wastewater Facilities and Permanent Contingent Facilities in the event the Discharge Plant was not in operation in a timely manner. The Temporary Facilities were to be owned and operated by the Developer. The Permanent Contingent Facilities were to be built and operated by the City once the Temporary Facilities reached 90% capacity in the drip fields. The Developer notified the City that it had reached 90% capacity in January of this year.

City staff issued a punch list for turnover items and staff and the Developer have been working together to get all easements and agreements in place. The Developer will assign easements for access and operations of both the wastewater plant site and the effluent drip fields. The Developer will also assign the wastewater permit to the City of Dripping Springs.

If approved, on May 22, 2023, the City will take over operations of the Arrowhead plant and associated drip fields. City staff has verified that the plant is currently operating in compliance with the TCEQ permit. Because the permit has reached 90% capacity, the City will fund the construction of the final phase of the plant and drip fields. The design for the plant and drip fields has already been completed by the Developer.

**Commission
 Recommendations:**

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

Attachments:

Next Steps/Schedule:

AFTER RECORDING RETURN TO:
 ROBERT D. BURTON, ESQ.
 WINSTEAD PC
 401 CONGRESS AVE., SUITE 2100
 AUSTIN, TEXAS 78701
 EMAIL: RBURTON@WINSTEAD.COM



UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement ("Agreement") is made by and between **ARROWHEAD RANCH MASTER COMMUNITY, INC.**, a Texas non-profit corporation ("Grantor"), and **THE CITY OF DRIPPING SPRINGS, TEXAS** ("Grantee"), and is as follows:

RECITALS:

A. Grantor is the owner of approximately 5.782 acres of property in Hays County, Texas, as more particularly described on **Exhibit A**, attached hereto and incorporated herein (the "Plant Easement Tract").

B. Grantor desires to grant to Grantee certain easements over the Plant Easement Tract for the access, maintenance, repair, relocation, replacement, placement, removal, modification and operation of a package sewage treatment plant and associated utility lines and systems, upon the terms and conditions set forth herein.

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

1. Utility Easement. Grantor hereby grants and conveys to Grantee a perpetual, and non-exclusive utility easement (the "Utility Easement") over, under, through and across the Plant Easement Tract for the access, maintenance, repair, relocation, placement, replacement, removal, modification and operation of a package sewage treatment plant and associated utility lines and systems, and all related connections and appurtenances thereto (collectively, "Utilities") as Grantee may deem necessary, including the right of ingress and egress to, from, over and across the Plant Easement Tract, and the right of ingress and egress over and across Lot 86, Block D, of Arrowhead Ranch, Phase 4, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Document No. 20037354, Official Public Records of Hays County, Texas, as reasonably necessary or required to access the Plant Easement Tract.

2. Easement Rights. Grantee may access, maintain, repair, relocate, place, replace, remove, modify and operate the Utilities across, along, under, over, upon and through the Plant Easement Tract, and may enter upon the Plant Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Subject

UTILITY EASEMENT AGREEMENT

to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Utility Easement, restore the surface of the Plant Easement Tract as nearly as reasonably practicable to substantially the condition prior to the undertaking of such work. Grantee shall use commercially reasonable efforts to promptly remedy any damage or other condition relating to any improvements (including, but not limited to, the Utilities) located in the Plant Easement Tract that pose a risk of injury or damage to persons or property, and Grantee shall take reasonable measures to warn others of any such condition with signage, barriers or other reasonable warning devices to the extent such damage, risk or condition is caused by the Grantee or Grantee's agents, employees or contractors.

3. Non-Exclusive Right. The Utility Easement granted herein created is not exclusive, and Grantor hereby expressly reserves the right, for itself and its successors and assigns, without the prior written consent of Grantee or any third parties, to grant such other, similar or dissimilar, easements, rights, benefits, rights-of-way and privileges to such other persons and for such other purposes, and to make or construct improvements over, across, upon and under the Plant Easement Tract, as Grantor, in its sole and absolute discretion, may elect; provided, however, any such easements, rights, benefits, rights-of-way and privileges hereafter granted, and such improvements hereafter made or constructed upon, over, across or under the Plant Easement Tract shall not materially and unreasonably interfere with, or materially and unreasonably restrict the use of the Utility Easement and the other rights and benefits appurtenant thereto or granted herein.

4. Grantor's Property. The Plant Easement Tract shall be Grantor's property and Grantee shall not own any portion thereof. Grantee shall maintain the Utilities, at Grantee's sole costs and expense, in good and safe condition, in a good state of repair, and comply with (and cause all of its employees, agents, representatives and contractors to comply with) all federal, state, and local laws, regulations, rules and ordinances in connection with Grantee's use of the Plant Easement Tract and Utility Easement granted herein.

5. No Liability; Indemnification. Grantor, and Grantor's successors and assigns, shall have no liability to Grantee or its successors and assigns, and Grantee, and its successors and assigns, by acceptance of the easement rights granted herein, shall be deemed to have waived any claims or causes of actions against Grantor and Grantor's successors and assigns, and released Grantor and Grantor's successors and assigns from any liability for any loss or damage to the Utilities or other property of Grantee or any injuries to or death of any person occurring as a result of use of the Plant Easement Tract by Grantor, Grantor's successors or assigns, Grantee or the public, unless directly caused by the gross negligence or willful misconduct of Grantor. GRANTEE AND ITS SUCCESSORS AND ASSIGNS, BY ACCEPTANCE OF THE EASEMENT RIGHTS GRANTED HEREIN, COVENANTS AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, AND GRANTOR'S SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), LIENS, CLAIMS, SUITS AND LIABILITIES ARISING OUT OF OR CONNECTED WITH SUCH GRANTEE'S USE AND ENJOYMENT OF THE EASEMENT RIGHTS GRANTED

UTILITY EASEMENT AGREEMENT

HEREIN, EXCEPT FOR ANY LOSSES OR DAMAGES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR.

6. Amendment and Termination. This Agreement may be amended by the mutual consent of Grantor and Grantee. Grantee may also unilaterally terminate this Agreement, in whole or in part, by recordation of a termination instrument executed by Grantee.

7. Dedication Disclaimer. The Utility Easement is not a public easement or right-of-way, but is a private, non-exclusive and limited easement for the use and benefit of Grantee and its successors and assigns, and this Agreement is not intended, and shall not be construed, to be a dedication to the public use of the Plant Easement Tract.

8. Binding Effect, Duration, Use of Easements. The rights, obligations and benefits established pursuant to this Agreement shall run with the land and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective heirs, successors and assigns, provided that the Utility Easement and all other privileges and access rights granted herein, shall automatically terminate, without the necessity of any further action by Grantor or Grantee if expressly abandoned by Grantee and any licensees and/or permittees of Grantee. The Utility Easement and Grantee's use of the Plant Easement Tract are made subject to all presently recorded or validly existing easements, rights-of-way, and other existing instruments affecting the same.

Upon expiration or termination of this Agreement, or at such time as the Utility Easement is abandoned, or Grantee otherwise determines the Utility Easement is no longer necessary, whichever occurs first, Grantee shall promptly remove from the Plant Easement Tract all of the Utilities and any personal property and all fixtures, machinery and equipment, owned by Grantee or installed by Grantee, and restore the surface of the Plant Easement Tract as nearly as reasonably practicable to substantially the condition that existed prior to installation of the Utilities or other items. Notwithstanding the foregoing, prior to removing any Utilities or any personal property or fixtures from the Plant Easement Tract in accordance with this paragraph, Grantee shall provide written notice to Grantor, and Grantor shall have ten (10) days after receipt of such notice to respond in writing, identifying any Utilities or any personal property or fixtures which Grantee shall not remove from the Plant Easement Tract, e.g., perimeter fencing.

9. Governing Law. This Agreement shall be governed by the laws of the state of Texas. Venue for any action brought in connection with this Agreement shall be in Hays County, Texas.

11. Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid or unenforceable, such clause or provision shall be

UTILITY EASEMENT AGREEMENT

judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.

12. Construction. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, and vice versa, unless the context requires otherwise. The section headings herein are for convenience or reference purposes only and shall not limit or otherwise affect or be used in the construction or interpretation of the terms and provisions of this Agreement or any part hereof.

13. No Merger. Unless otherwise clearly indicated to the contrary in a written, recorded document executed by Grantor, in no event will there be a merger of the dominant and servient tenements granted herein by virtue of the present or future ownership of any portion of said tenements being vested in the same person or entity, but instead the easements and servitudes created pursuant to the terms of this Agreement will not be extinguished by such vesting in common ownership and the dominant and servient tenements will be kept separate.

14. Recitals. Any recitals in this Agreement are represented to be accurate, and constitute a part of the substantive Agreement.

EXECUTED to be effective on the date this Agreement is recorded.

GRANTOR:

ARROWHEAD RANCH MASTER COMMUNITY, INC.,
a Texas non-profit corporation

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2023, by _____ of ARROWHEAD RANCH MASTER COMMUNITY, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

Notary Public Signature

GRANTEE:

THE CITY OF DRIPPING SPRINGS, TEXAS

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2023
by _____ of **THE CITY OF DRIPPING SPRINGS,
TEXAS**, on behalf of said city.

Notary Public Signature

(SEAL)

EXHIBIT A

DESCRIPTION OF PLANT EASEMENT TRACT

[SEE ATTACHED]

5.782 ACRES
BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222
HAYS COUNTY, TEXAS
WW PLANT SITE

METES AND BOUNDS

BEING A 5.782 ACRE TRACT OF LAND SITUATED IN THE BENJAMIN F. HANNA SURVEY NUMBER 28, ABSTRACT NUMBER 222, HAYS COUNTY, TEXAS, BEING A PORTION OF LOT 86, BLOCK D, ARROWHEAD RANCH PHASE 4, A SUBDIVISION RECORDED IN INSTRUMENT NUMBER 20037354, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID 5.782 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at a northern corner of said Lot 86, being at the southwest corner of a called 15.229 acre tract of land conveyed to RWC Management Trust in Instrument Number 20042686, Official Public Records, Hays County, Texas, for the northernmost corner and the **POINT OF BEGINNING** of the herein described centerline description,

THENCE, with the common line of said Lot 86 and said 15.229 acre tract of land, the following two (2) courses and distances, numbered 1 and 2,

- 1) S51°52'26"E, a distance of 243.62 feet to a 1/2 inch iron rod found for corner, and
- 2) S59°16'36"E, a distance of 147.61 feet to a calculated point for the northeast corner of the herein described tract of land,

THENCE, over and across said Lot 86, the following three (3) courses and distances, numbered 1 through 3,

- 1) S28°34'25"W, a distance of 651.64 feet to a calculated point for the southeast corner of the herein described tract of land,
- 2) N74°04'35"W, a distance of 171.94 feet to a calculated point for corner, and
- 3) N06°04'17"W, a distance of 523.43 feet to a 1/2 inch iron rod found at a northern interior corner of said Lot 86,

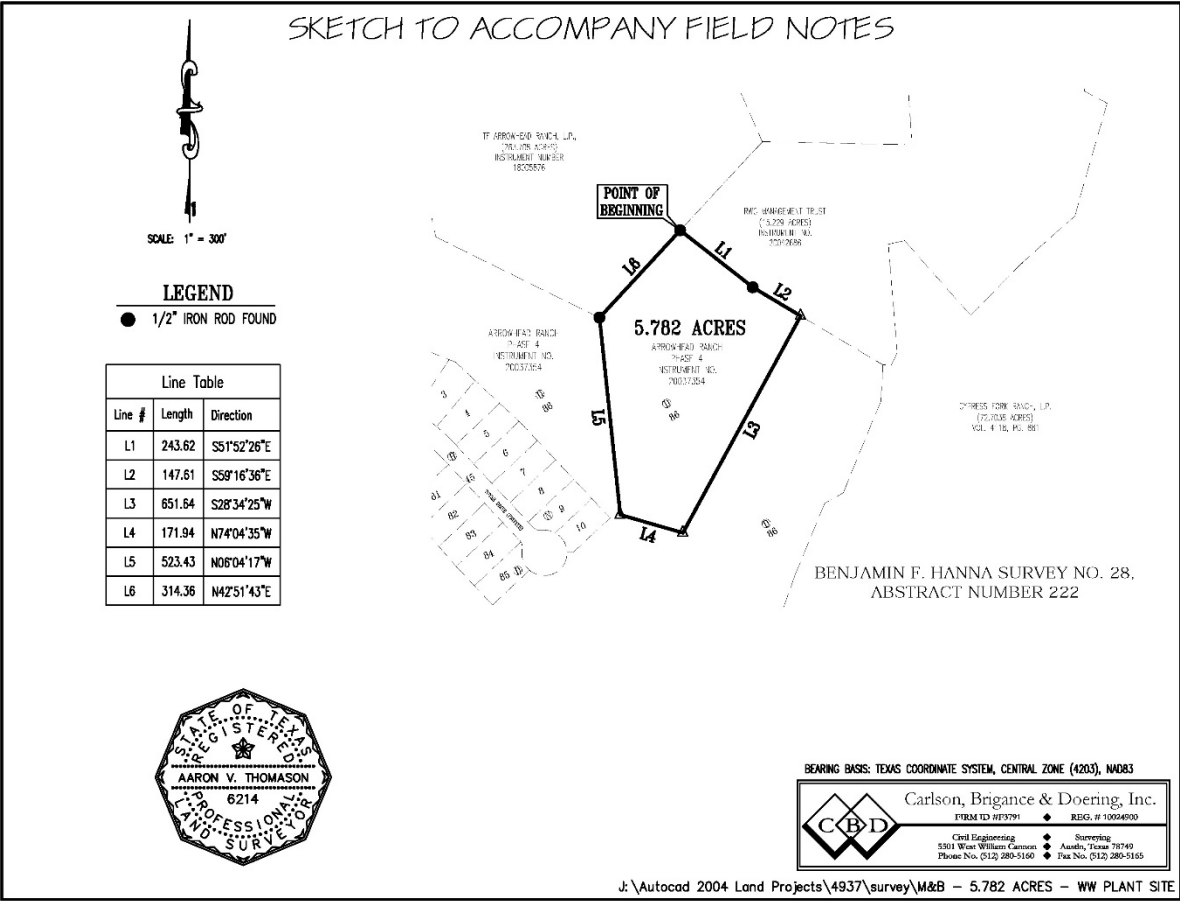
THENCE, N42°51'43"E, with the north line of said Lot 86, a distance of 314.36 feet to the **POINT OF BEGINNING** and containing 5.782 acres of land.

Surveyed by: _____
 Aaron Thomason, R.P.L.S. NO. 6214
Carlson, Brigance and Doering, Inc.
Reg. # 10024900
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160
 aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204)

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**ASSIGNMENT OF ASSETS
(Arrowhead Ranch Utility Company LLC)**

This Assignment of Assets (this “Assignment”) is entered into effective as of May 22, 2023 by and between Arrowhead Ranch Utility Company LLC, a Texas limited liability company (“Assignor”) and The City of Dripping Springs, Texas (“Assignee”).

RECITALS

WHEREAS, Assignor owns all of the assets identified on Exhibit A (the “Assigned Assets”) of Arrowhead Ranch Utility Company LLC, a Texas limited liability company (the “Company”);

WHEREAS, Assignor is the lessee under that certain Equipment Lease Agreement between Assignor, as lessee, and AUC Group, Inc., a Delaware corporation dated August 12, 2019 for the lease of a 35,000 GPD Interim Wastewater Treatment Plant (the “Lease”); and

WHEREAS, Assignor desires to convey all of the Assigned Assets currently held by the Company and Assignor’s rights under the Lease to Assignee on the terms and conditions described herein.

NOW, THEREFORE, for a good and valuable consideration paid to Assignor, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of the Assigned Assets, which are fully set-forth at Exhibit A, and all of Assignor’s rights under the Lease, to have and to hold unto Assignee, and Assignor does hereby bind itself and its successors and assigns to warrant and defend the title of said Assigned Assets and title to the rights of the lessee under the Lease, unto Assignee, its successors and assigns.
2. Assumption. Assignee accepts the assignment of Assigned Assets and Assignor’s rights under the Lease and Assignee hereby assumes all of the rights, obligations, and remedies of Assignor with respect to the Assigned Assets and the Lease from and after the effective date hereof; provided, however, Assignor is responsible for any payment that became due under the Lease prior to the effective date of this Assignment.
3. Transfer of Permit: Upon execution of this Agreement, Assignor shall file an application with the Texas Commission on Environmental Quality (“TCEQ”) to transfer Permit No. WQ0014824001 (“Permit”) to Assignee. Assignor shall be responsible for the costs associated with the transfer of the Permit, but Assignee shall cooperate and provide consents that may be necessary to facilitate TCEQ’s transfer of the Permit to Assignee. Assignor shall remain responsible for all compliance issues and any associated fines resulting from activities or actions that occurred prior to such transfer.
4. Counterparts. This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Signatures sent by email or fax may be used in place of original signatures on this Assignment. Each party hereto

intends to be bound by the signatures on any counterpart sent by email, pdf, fax, or other electronic transmission is aware that the other party will rely on such signatures, and hereby waives any defenses to the enforcement of the terms of this Assignment based on the form of signature.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR:

ARROWHEAD RANCH UTILITY COMPANY LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

THE CITY OF DRIPPING SPRINGS, TEXAS

By: _____
Name: _____
Title: _____

EXHIBIT A

1. All rights of the lessee under the Equipment Lease Agreement (“Lease Agreement”) dated the 12th day of August 2019, by and between AUC Group, Inc., a Delaware corporation with its principal place of business in Houston, Texas, and Arrowhead Ranch Utility Company, LLC, whose address is 6310 Capital Drive, Suite 130, Lakewood, Florida 34202, including the rights of the lessee thereunder in and to all equipment listed on Exhibit A of the Lease Agreement.
2. All rights, if any, of Assignor under any easement to the wastewater plant tract as shown at Schedule 1 attached hereto.
3. All rights, if any, of Assignor under any easement to the irrigation field tract as shown at Schedule 2 attached hereto.
4. All wastewater facilities, lines, equipment or related improvements owned by Arrowhead Ranch Utility Company LLC, if any, necessary to provide wastewater service with TCEQ Permit No. WQ0014824001.

SCHEDULE 1

5.782 ACRES
BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222
HAYS COUNTY, TEXAS
WW PLANT SITE

METES AND BOUNDS

BEING A 5.782 ACRE TRACT OF LAND SITUATED IN THE BENJAMIN F. HANNA SURVEY NUMBER 28, ABSTRACT NUMBER 222, HAYS COUNTY, TEXAS, BEING A PORTION OF LOT 86, BLOCK D, ARROWHEAD RANCH PHASE 4, A SUBDIVISION RECORDED IN INSTRUMENT NUMBER 20037354, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID 5.782 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at a northern corner of said Lot 86, being at the southwest corner of a called 15.229 acre tract of land conveyed to RWC Management Trust in Instrument Number 20042686, Official Public Records, Hays County, Texas, for the northernmost corner and the **POINT OF BEGINNING** of the herein described centerline description,

THENCE, with the common line of said Lot 86 and said 15.229 acre tract of land, the following two (2) courses and distances, numbered 1 and 2,

- 1) S51°52'26"E, a distance of 243.62 feet to a 1/2 inch iron rod found for corner, and
- 2) S59°16'36"E, a distance of 147.61 feet to a calculated point for the northeast corner of the herein described tract of land,

THENCE, over and across said Lot 86, the following three (3) courses and distances, numbered 1 through 3,

- 1) S28°34'25"W, a distance of 651.64 feet to a calculated point for the southeast corner of the herein described tract of land,
- 2) N74°04'35"W, a distance of 171.94 feet to a calculated point for corner, and
- 3) N06°04'17"W, a distance of 523.43 feet to a 1/2 inch iron rod found at a northern interior corner of said Lot 86,

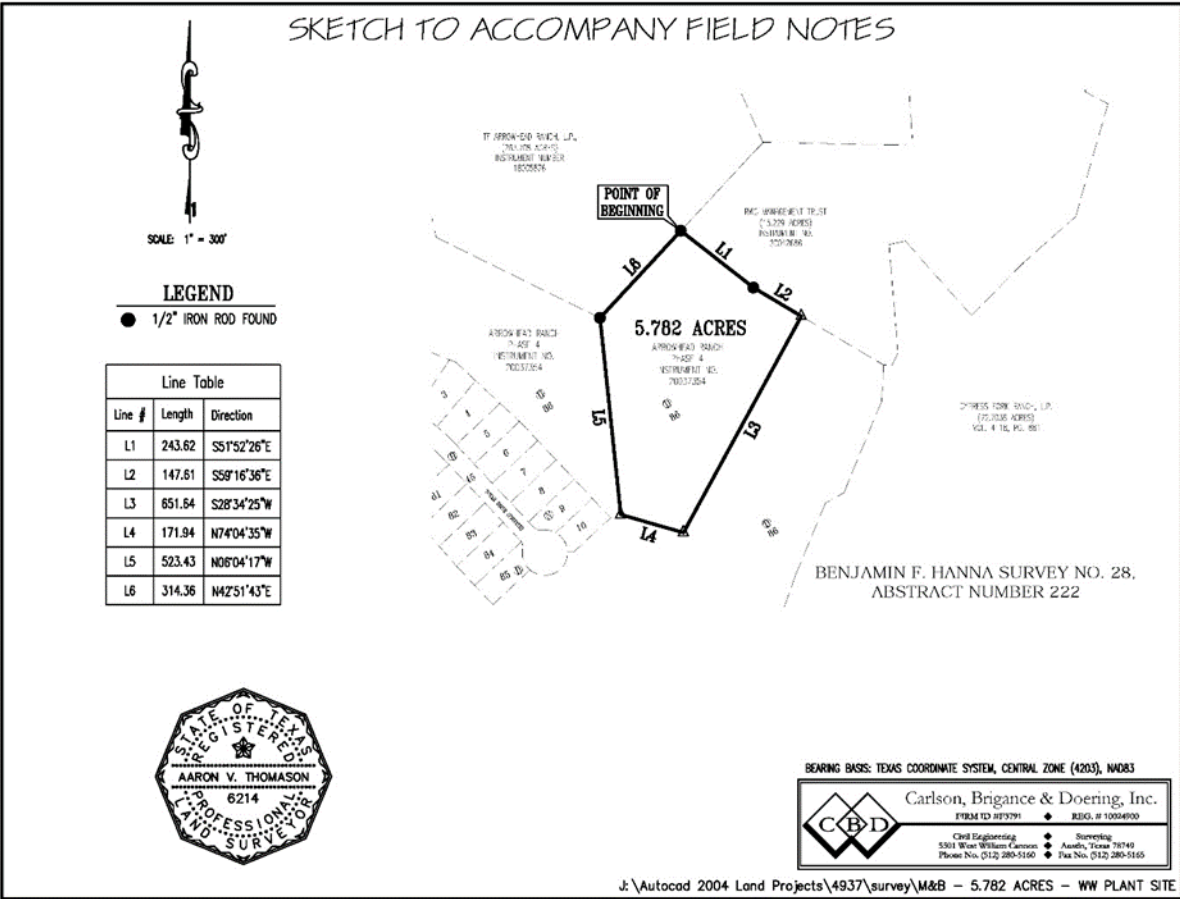
THENCE, N42°51'43"E, with the north line of said Lot 86, a distance of 314.36 feet to the **POINT OF BEGINNING** and containing 5.782 acres of land.

Surveyed by: _____
 Aaron Thomason, R.P.L.S. NO. 6214
Carlson, Brigance and Doering, Inc.
 Reg. # 10024900
 5501 West William Cannon
 Austin, TX 78749
 Ph: 512-280-5160
 aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204)

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SCHEDULE 2

39.010 ACRES
BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222
HAYS COUNTY, TEXAS
DRAIN FIELD TRACT

FIELD NOTES

BEING A 39.010 ACRE TRACT OF LAND SITUATED IN THE BENJAMIN F. HANNA SURVEY NUMBER 28, ABSTRACT NUMBER 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 263.708 ACRE TRACT OF LAND CONVEYED TO TF ARROWHEAD RANCH, LP. IN INSTRUMENT NUMBER 18005877, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID 39.010 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at the southeast corner of Lot 7, Block J, Arrowhead Ranch Phase 2B, a subdivision recorded in Instrument Number 19036301, Official Public Records, Hays County, Texas, being at a western corner of Lot 8, Block J, Arrowhead Ranch Phase 2D, a subdivision recorded in Instrument Number 19015433, Official Public Records, Hays County, Texas, for a northern corner and the **POINT OF BEGINNING** of the herein described centerline description,

THENCE, over and across said 263.708 acre tract, and with the southern line of said Lot 8, Block J, the following nine (9) courses and distances, numbered 1 through 9,

- 1) S51°30'35"E, a distance of 424.62 feet to a 1/2 inch iron rod found for corner,
- 2) S22°54'57"W, a distance of 121.46 feet to a 1/2 inch iron rod found for corner,
- 3) S67°06'54"E, a distance of 137.05 feet to a 1/2 inch iron rod found for corner,
- 4) N22°53'26"E, a distance of 127.65 feet to a 1/2 inch iron rod found for corner,
- 5) N74°01'19"E, a distance of 944.70 feet to a 1/2 inch iron rod found for corner,
- 6) S53°35'45"E, a distance of 358.72 feet to a 1/2 inch iron rod found for corner,
- 7) S23°46'50"E, a distance of 467.51 feet to a 1/2 inch iron rod found for corner, being at the beginning of a curve to the left,
- 8) Along said curve to the left, having a radius of 140.00 feet, an arc length of 527.99 feet, and a chord that bears S23°46'50"E, a distance of 266.23 feet to a 1/2 inch iron rod found for corner, and
- 9) S23°46'50"E, a distance of 239.70 feet to a 1/2 inch iron rod found at a southeastern corner of said Lot 8, Block J, being at a southwestern corner of a called 15.229 acre tract of land conveyed to RWC Management Trust in Instrument Number 20042686, Official Public Records, Hays County, Texas, for the easternmost corner of the herein described tract of land,

THENCE, S42°51'43"W, continuing over and across said 263.708 acre tract, with a northwestern line of said 15.229 acre tract of land, passing the southwest corner of said 15.229 acre tract of land, being a northern corner of Lot 86, Block D, Arrowhead Ranch Phase 4, a subdivision recorded in Instrument Number 20037354, Official Public Records, Hays County, Texas, and continuing for a total distance of 633.29 feet to a 1/2 inch iron rod found for corner,

THENCE, over and across said 263.708 acre tract, and with the northeastern line of said Arrowhead Ranch Phase 4, the following fourteen (14) courses and distances, numbered 1 through 14,

- 1) N63°45'22"W, a distance of 482.67 feet to a 1/2 inch iron rod found for corner,
- 2) N12°10'21"W, a distance of 231.09 feet to a 1/2 inch iron rod found for corner,

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39.010 ACRES
BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222
HAYS COUNTY, TEXAS
DRAIN FIELD TRACT

- 3) S70°56'22"W, a distance of 251.46 feet to a 1/2 inch iron rod found for corner, being at the beginning of a curve to the left,
- 4) Along said curve to the left, having a radius of 325.00 feet, an arc length of 36.52 feet, and a chord that bears N22°09'41"W, a distance of 36.50 feet to a 1/2 inch iron rod found for corner,
- 5) N64°37'09"E, a distance of 246.85 feet to a 1/2 inch iron rod found for corner,
- 6) N26°18'15"W, a distance of 112.44 feet to a 1/2 inch iron rod found for corner,
- 7) N51°10'09"W, a distance of 200.05 feet to a 1/2 inch iron rod found for corner,
- 8) N67°51'19"W, a distance of 895.73 feet to a 1/2 inch iron rod found for corner,
- 9) N46°41'41"W, a distance of 177.11 feet to a 1/2 inch iron rod found for corner,
- 10) N24°31'06"W, a distance of 218.07 feet to a 1/2 inch iron rod found for corner,
- 11) N71°38'14"W, a distance of 109.17 feet to a 1/2 inch iron rod found for corner,
- 12) S65°28'54"W, a distance of 140.00 feet to a 1/2 inch iron rod found for corner,
- 13) N24°31'06"W, a distance of 263.72 feet to a 1/2 inch iron rod found for corner, being at the beginning of a curve to the right,
- 14) Along said curve to the right, having a radius of 274.00 feet, an arc length of 48.05 feet, and a chord that bears N19°35'31"W, a distance of 47.99 feet to a 1/2 inch iron rod found at the southwest corner of Lot 1, Block J, said Arrowhead Ranch Phase 2B, being on the east line of Arrowhead Ranch Boulevard (Private Road), for the northwest corner of the herein described tract of land,

THENCE, continuing over and across said 263.708 acre tract, and with the south line of said Arrowhead Ranch Phase 2B, the following three (3) courses and distances, numbered 1 through 3,

- 1) S83°39'13"E, a distance of 379.62 feet to a 1/2 inch iron rod found for corner,
- 2) N88°01'33"E, a distance of 99.89 feet to a 1/2 inch iron rod found for corner, and
- 1) N56°35'28"W, a distance of 29.39 feet to the **POINT OF BEGINNING** and containing 39.010 acres of land.

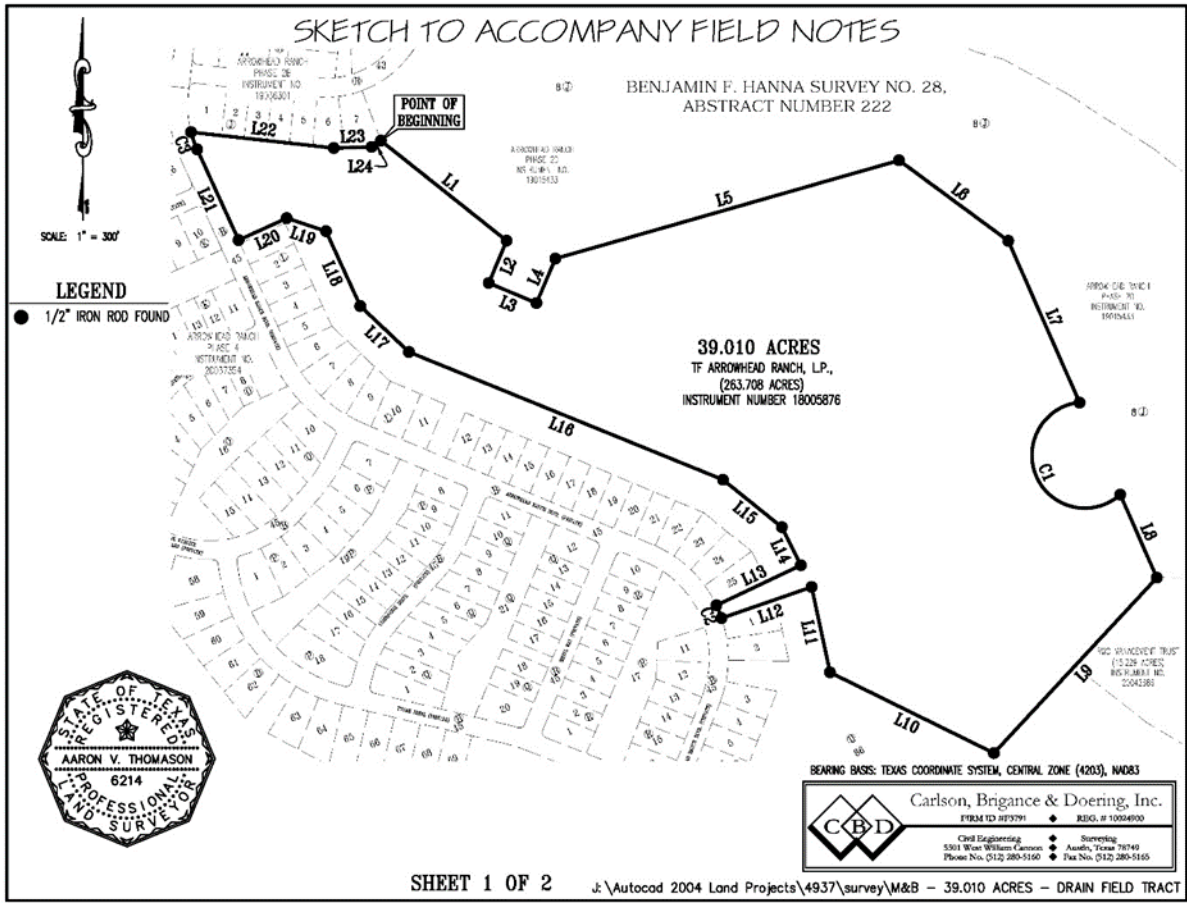
Surveyed by: _____

Aaron Thomason, R.P.L.S. NO. 6214
Carlson, Brigance and Doering, Inc.
Reg. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160
aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204)

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SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	424.62	S51°30'35"E
L2	121.46	S22°54'57"W
L3	137.05	S67°06'54"E
L4	127.65	N22°53'26"E
L5	944.70	N74°01'19"E
L6	358.72	S53°35'45"E
L7	467.51	S23°46'50"E
L8	239.70	S23°46'50"E
L9	633.29	S42°51'43"W
L10	482.67	N63°45'22"W
L11	231.09	N12°10'21"W
L12	251.46	S70°56'22"W

Line Table		
Line #	Length	Direction
L13	246.85	N64°37'09"E
L14	112.44	N26°18'15"W
L15	200.05	N51°10'09"W
L16	895.73	N67°51'19"W
L17	177.11	N46°41'41"W
L18	218.07	N24°31'06"W
L19	109.17	N71°38'14"W
L20	140.00	S65°28'54"W
L21	263.72	N24°31'06"W
L22	379.62	S83°39'13"E
L23	99.89	N88°01'33"E
L24	29.39	N56°35'28"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	527.99	140.00	S23°46'50"E	266.23	429.84	216°04'53"
C2	36.52	325.00	N22°09'41"W	36.50	18.28	6°26'20"
C3	48.05	274.00	N19°35'31"W	47.99	24.09	10°02'52"

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83



Carlson, Brigance & Doering, Inc.
 FIRM ID #193797 REG. # 10004900
 Civil Engineering Surveying
 5301 West Williams Lane Austin, Texas 78749
 Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET 2 OF 2

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UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement ("Agreement") is made by and between **TF ARROWHEAD RANCH, L.P.**, a Delaware limited partnership ("Grantor"), and **The City of Dripping Springs, Texas** ("Grantee"), and is as follows:

RECITALS:

A. Grantor is the owner of approximately 39.010 acres of property in Hays County, Texas, as more particularly described on **Exhibit A**, attached hereto and incorporated herein (the "Easement Tract").

B. Grantor desires to grant to Grantee certain easements over the Easement Tract for the access, maintenance, repair, relocation, replacement, placement, removal, modification and operation of utility lines and systems upon the terms and conditions set forth herein.

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

1. Utility Easement. Grantor hereby grants and conveys to Grantee a perpetual, and non-exclusive utility easement (the "Utility Easement") over, under, through and across the Easement Tract for the access, maintenance, repair, relocation, placement, replacement, removal, modification and operation of utility lines and systems, and all related connections and appurtenances thereto associated with a wastewater treatment plant on an adjacent tract of land being conveyed by Grantor to Grantee of even date herewith (collectively, "Utilities") as Grantee may deem necessary, including the right of ingress and egress to, from, over and across the Easement Tract.

2. Easement Rights. Grantee may access, maintain, repair, relocate, place, replace, remove, modify and operate the Utilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith. Subject to the rights granted to Grantee herein, Grantee will, at all times after doing any work in connection with the Utility Easement, restore the surface of the Easement Tract as nearly as reasonably practicable to substantially the condition prior to the undertaking of such work. Grantee shall use commercially reasonable efforts to promptly remedy any damage or other condition relating to any improvements (including, but not limited to, the Utilities) located in the Easement Tract that pose a risk of injury or damage to persons or property, and Grantee shall take reasonable measures to warn others of any such condition with signage, barriers or other reasonable warning devices to the extent such damage, risk or condition is caused by the Grantee or Grantee's agents, employees or contractors.

3. Non-Exclusive Right. The Utility Easement granted herein created is not exclusive, and Grantor hereby expressly reserves the right, for itself and its successors and assigns, without the prior written consent of Grantee or any third parties, to grant such other,

UTILITY EASEMENT AGREEMENT

similar or dissimilar, easements, rights, benefits, rights-of-way and privileges to such other persons and for such other purposes, and to make or construct improvements over, across, upon and under the Easement Tract, as Grantor, in its sole and absolute discretion, may elect; provided, however, any such easements, rights, benefits, rights-of-way and privileges hereafter granted, and such improvements hereafter made or constructed upon, over, across or under the Easement Tract shall not materially and unreasonably interfere with, or materially and unreasonably restrict the use of the Utility Easement and the other rights and benefits appurtenant thereto or granted herein.

4. Grantor's Property. The Easement Tract shall be Grantor's property and Grantee shall not own any portion thereof. Grantee shall maintain the Utilities, at Grantee's sole costs and expense, in good and safe condition, in a good state of repair, and comply with (and cause all of its employees, agents, representatives and contractors to comply with) all federal, state, and local laws, regulations, rules and ordinances in connection with Grantee's use of the Easement Tract and Utility Easement granted herein.

5. No Liability; Indemnification. Grantor, and Grantor's successors and assigns, shall have no liability to Grantee or its successors and assigns, and Grantee, and its successors and assigns, by acceptance of the easement rights granted herein, shall be deemed to have waived any claims or causes of actions against Grantor and Grantor's successors and assigns, and released Grantor and Grantor's successors and assigns from any liability for any loss or damage to the Utilities or other property of Grantee or any injuries to or death of any person occurring as a result of use of the Easement Tract by Grantor, Grantor's successors or assigns, Grantee or the public, unless directly caused by the gross negligence or willful misconduct of Grantor. GRANTEE AND ITS SUCCESSORS AND ASSIGNS, BY ACCEPTANCE OF THE EASEMENT RIGHTS GRANTED HEREIN, COVENANTS AND AGREES (TO THE MAXIMUM EXTENT PERMITTED BY LAW) INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, AND GRANTOR'S SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), LIENS, CLAIMS, SUITS AND LIABILITIES ARISING OUT OF OR CONNECTED WITH SUCH GRANTEE'S USE AND ENJOYMENT OF THE EASEMENT RIGHTS GRANTED HEREIN, EXCEPT FOR ANY LOSSES OR DAMAGES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR.

6. Amendment and Termination. This Agreement may be amended by the mutual consent of Grantor and Grantee. Grantee may also unilaterally terminate this Agreement, in whole or in part, by recordation of a termination instrument executed by Grantee. This Agreement shall automatically terminate if the Easement Tract is no longer used as a sanitary sewer drip field.

7. Dedication Disclaimer. The Utility Easement is not a public easement or right-of-way, but is a private, non-exclusive and limited easement for the use and benefit of

Grantee and its successors and assigns, and this Agreement is not intended, and shall not be construed, to be a dedication to the public use of the Easement Tract.

8. Binding Effect, Duration, Use of Easements. The rights, obligations and benefits established pursuant to this Agreement shall run with the land and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective heirs, successors and assigns, provided that the Utility Easement and all other privileges and access rights granted herein, shall automatically terminate, without the necessity of any further action by Grantor or Grantee if expressly abandoned by Grantee and any licensees and/or permittees of Grantee. The Utility Easement and Grantee's use of the Easement Tract are made subject to all matters of record in the office of the County Clerk of Hays County, Texas to the extent same are valid and affect the Easement Tract, including, without limitation, that certain Memorandum of Option to Purchase Drip Fields recorded in the office of the County Clerk of Hays County, Texas in favor of the owner of land adjacent to the Easement Tract evidencing such owner's option to purchase the Easement Tract if it is no longer used as a sanitary sewer drip field.

9. Governing Law. This Agreement shall be governed by the laws of the state of Texas. Venue for any action brought in connection with this Agreement shall be in Hays County, Texas.

11. Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.

12. Construction. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, and vice versa, unless the context requires otherwise. The section headings herein are for convenience or reference purposes only and shall not limit or otherwise affect or be used in the construction or interpretation of the terms and provisions of this Agreement or any part hereof.

13. No Merger. Unless otherwise clearly indicated to the contrary in a written, recorded document executed by Grantor, in no event will there be a merger of the dominant and servient tenements granted herein by virtue of the present or future ownership of any portion of said tenements being vested in the same person or entity, but instead the easements and servitudes created pursuant to the terms of this Agreement will not be extinguished by such vesting in common ownership and the dominant and servient tenements will be kept separate.

14. Recitals. Any recitals in this Agreement are represented to be accurate, and constitute a part of the substantive Agreement.

EXECUTED to be effective on the date this Agreement is recorded.

[Signature Pages Follow]

GRANTOR:

TF ARROWHEAD RANCH, L.P.,
a Delaware limited partnership

By: TF Holdings GP, L.L.C.,
its general partner

By: _____

Name: _____

Its: _____

THE STATE OF _____ §

§

COUNTY OF _____ §

§

This instrument was acknowledged before me on the _____ day of _____ 2023, by _____, _____ of TF Holdings GP, L.L.C., on behalf of said company in its capacity as the general partner of TF Arrowhead Ranch, L.P., a Delaware limited partnership, on behalf of said limited partnership.

NOTARY PUBLIC IN AND FOR
THE STATE OF _____

GRANTEE:
THE CITY OF DRIPPING SPRINGS, TEXAS

By: _____
Printed Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2023
by _____, _____ of **THE CITY OF DRIPPING SPRINGS,
TEXAS**, on behalf of said city.

Notary Public Signature

(SEAL)

EXHIBIT A

DESCRIPTION OF EASEMENT TRACT

[SEE ATTACHED]

39.010 ACRES
 BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222
 HAYS COUNTY, TEXAS
 DRAIN FIELD TRACT

FIELD NOTES

BEING A 39.010 ACRE TRACT OF LAND SITUATED IN THE BENJAMIN F. HANNA SURVEY NUMBER 28, ABSTRACT NUMBER 222, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 263.708 ACRE TRACT OF LAND CONVEYED TO TF ARROWHEAD RANCH, LP. IN INSTRUMENT NUMBER 18005877, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID 39.010 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod found at the southeast corner of Lot 7, Block J, Arrowhead Ranch Phase 2B, a subdivision recorded in Instrument Number 19036301, Official Public Records, Hays County, Texas, being at a western corner of Lot 8, Block J, Arrowhead Ranch Phase 2D, a subdivision recorded in Instrument Number 19015433, Official Public Records, Hays County, Texas, for a northern corner and the **POINT OF BEGINNING** of the herein described centerline description,

THENCE, over and across said 263.708 acre tract, and with the southern line of said Lot 8, Block J, the following nine (9) courses and distances, numbered 1 through 9,

- 1) S51°30'35"E, a distance of 424.62 feet to a 1/2 inch iron rod found for corner,
- 2) S22°54'57"W, a distance of 121.46 feet to a 1/2 inch iron rod found for corner,
- 3) S67°06'54"E, a distance of 137.05 feet to a 1/2 inch iron rod found for corner,
- 4) N22°53'26"E, a distance of 127.65 feet to a 1/2 inch iron rod found for corner,
- 5) N74°01'19"E, a distance of 944.70 feet to a 1/2 inch iron rod found for corner,
- 6) S53°35'45"E, a distance of 358.72 feet to a 1/2 inch iron rod found for corner,
- 7) S23°46'50"E, a distance of 467.51 feet to a 1/2 inch iron rod found for corner, being at the beginning of a curve to the left,
- 8) Along said curve to the left, having a radius of 140.00 feet, an arc length of 527.99 feet, and a chord that bears S23°46'50"E, a distance of 266.23 feet to a 1/2 inch iron rod found for corner, and
- 9) S23°46'50"E, a distance of 239.70 feet to a 1/2 inch iron rod found at a southeastern corner of said Lot 8, Block J, being at a southwestern corner of a called 15.229 acre tract of land conveyed to RWC Management Trust in Instrument Number 20042686, Official Public Records, Hays County, Texas, for the easternmost corner of the herein described tract of land,

THENCE, S42°51'43"W, continuing over and across said 263.708 acre tract, with a northwestern line of said 15.229 acre tract of land, passing the southwest corner of said 15.229 acre tract of land, being a northern corner of Lot 86, Block D, Arrowhead Ranch Phase 4, a subdivision recorded in Instrument Number 20037354, Official Public Records, Hays County, Texas, and continuing for a total distance of 633.29 feet to a 1/2 inch iron rod found for corner,

THENCE, over and across said 263.708 acre tract, and with the northeastern line of said Arrowhead Ranch Phase 4, the following fourteen (14) courses and distances, numbered 1 through 14,

- 1) N63°45'22"W, a distance of 482.67 feet to a 1/2 inch iron rod found for corner,
- 2) N12°10'21"W, a distance of 231.09 feet to a 1/2 inch iron rod found for corner,

J: \AC2004LP\4937\SURVEY\FIELD NOTES\M&B – 39.010 ACRES – DRAIN FIELD TRACT.DOC

39.010 ACRES
BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222
HAYS COUNTY, TEXAS
DRAIN FIELD TRACT

- 3) S70°56'22"W, a distance of 251.46 feet to a 1/2 inch iron rod found for corner, being at the beginning of a curve to the left,
- 4) Along said curve to the left, having a radius of 325.00 feet, an arc length of 36.52 feet, and a chord that bears N22°09'41"W, a distance of 36.50 feet to a 1/2 inch iron rod found for corner,
- 5) N64°37'09"E, a distance of 246.85 feet to a 1/2 inch iron rod found for corner,
- 6) N26°18'15"W, a distance of 112.44 feet to a 1/2 inch iron rod found for corner,
- 7) N51°10'09"W, a distance of 200.05 feet to a 1/2 inch iron rod found for corner,
- 8) N67°51'19"W, a distance of 895.73 feet to a 1/2 inch iron rod found for corner,
- 9) N46°41'41"W, a distance of 177.11 feet to a 1/2 inch iron rod found for corner,
- 10) N24°31'06"W, a distance of 218.07 feet to a 1/2 inch iron rod found for corner,
- 11) N71°38'14"W, a distance of 109.17 feet to a 1/2 inch iron rod found for corner,
- 12) S65°28'54"W, a distance of 140.00 feet to a 1/2 inch iron rod found for corner,
- 13) N24°31'06"W, a distance of 263.72 feet to a 1/2 inch iron rod found for corner, being at the beginning of a curve to the right,
- 14) Along said curve to the right, having a radius of 274.00 feet, an arc length of 48.05 feet, and a chord that bears N19°35'31"W, a distance of 47.99 feet to a 1/2 inch iron rod found at the southwest corner of Lot 1, Block J, said Arrowhead Ranch Phase 2B, being on the east line of Arrowhead Ranch Boulevard (Private Road), for the northwest corner of the herein described tract of land,

THENCE, continuing over and across said 263.708 acre tract, and with the south line of said Arrowhead Ranch Phase 2B, the following three (3) courses and distances, numbered 1 through 3,

- 1) S83°39'13"E, a distance of 379.62 feet to a 1/2 inch iron rod found for corner,
- 2) N88°01'33"E, a distance of 99.89 feet to a 1/2 inch iron rod found for corner, and
- 1) N56°35'28"W, a distance of 29.39 feet to the **POINT OF BEGINNING** and containing 39.010 acres of land.

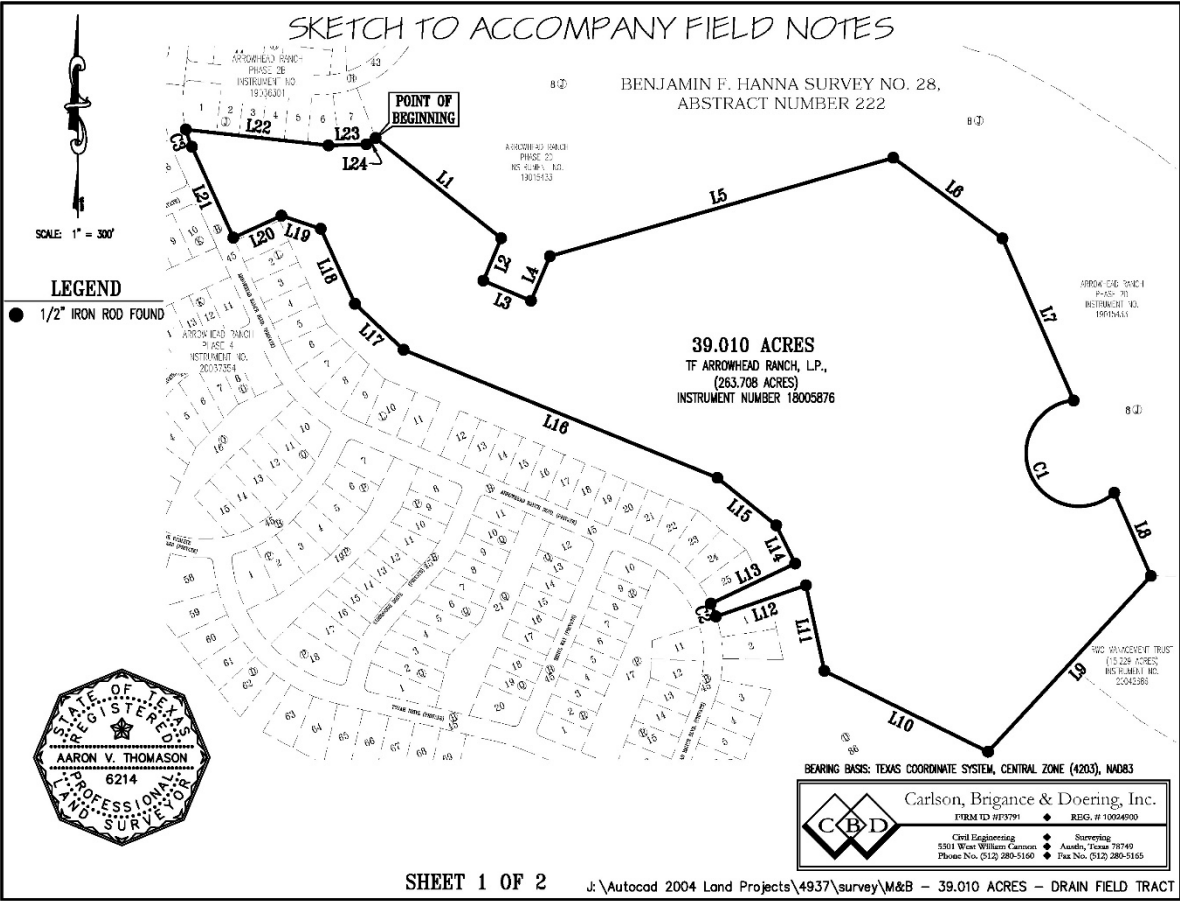
Surveyed by: _____

Aaron Thomason, R.P.L.S. NO. 6214
Carlson, Brigance and Doering, Inc.
Reg. # 10024900
5501 West William Cannon
Austin, TX 78749
Ph: 512-280-5160
aaron@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204)

J: \AC2004LP\4937\SURVEY\FIELD NOTES\M&B – 39.010 ACRES – DRAIN FIELD TRACT.DOC



SKETCH TO ACCOMPANY FIELD NOTES

Line Table		
Line #	Length	Direction
L1	424.62	S51°30'35"E
L2	121.46	S22°54'57"W
L3	137.05	S67°06'54"E
L4	127.65	N22°53'26"E
L5	944.70	N74°01'19"E
L6	358.72	S53°35'45"E
L7	467.51	S23°46'50"E
L8	239.70	S23°46'50"E
L9	633.29	S42°51'43"W
L10	482.67	N63°45'22"W
L11	231.09	N12°10'21"W
L12	251.46	S70°56'22"W

Line Table		
Line #	Length	Direction
L13	246.85	N64°37'09"E
L14	112.44	N26°18'15"W
L15	200.05	N51°10'09"W
L16	895.73	N67°51'19"W
L17	177.11	N46°41'41"W
L18	218.07	N24°31'06"W
L19	109.17	N71°38'14"W
L20	140.00	S65°28'54"W
L21	263.72	N24°31'06"W
L22	379.62	S83°39'13"E
L23	99.89	N88°01'33"E
L24	29.39	N56°35'28"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	527.99	140.00	S23°46'50"E	266.23	429.84	216°04'53"
C2	36.52	325.00	N22°09'41"W	36.50	18.28	6°26'20"
C3	48.05	274.00	N19°35'31"W	47.99	24.09	10°02'52"

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

	Carlson, Brigrance & Doering, Inc.	
	FIRM ID: #13791 Civil Engineering 5311 West Williams Canyon Phone No. (512) 280-5160	REG. # 10094920 Surveying Austin, Texas 78749 Fax No. (512) 280-5165

SHEET 2 OF 2

J:\Autocad 2004 Land Projects\4937\survey\M&B - 39.010 ACRES - DRAIN FIELD TRACT

Work Order #	Title	WO Status
00381	Ranch House downstairs A/C not working	Completed
00382	Traffic Cone Pickup around Rambo Lodge	Completed
00383	MD003 Registration	Completed
00384	MD004 Registration	Completed
00385	Dispose of Trash at Founders Pool	Completed
00386	Organize Pump Room at Pool	Completed
00387	Clean, rake and remove debris @ Sand Volleyball	Completed
00388	Office Expansion	Completed
00389	MD002 DEF	Completed
00390	Road Repair	Completed
00391	Hydrant Meter Set	Completed
00392	Install endpoints to the 5 addresses provided.	Completed
00393	Landscaping - City Hall	Completed
00394	Paint Around and Block up Air Line on Plant	Completed
00395	FMP Dog Waste Stations to be filled	Completed
00396	Grease Equipment	New Work Order
00397	EM001 Inspection needed	Completed
00398	PW002-3000-Oil Change	Completed
00399	PW002-15000-Wiper Blade Replacement	Completed
00400	we have a leak at the water tank.	Completed
00401	Generator Diesel	Completed
00402	Mow Lift Stations	Completed
00403	Televise DSRP	Completed
00404	PW-Kabota-Mower 50Hr PM	Completed
00405	Founders pool	Completed
00406	The water spigot outside the small barn leaking	Completed
00407	FMP Pool valve box replacement	Completed
00408	Pecos River Crossing metal culvert trimming	Completed
00409	PW003 Oil Change	Completed
00410	Pool mowing and pest/herb treatment	Completed
00411	install/mount items on wall	Completed
00412	Start Pool Heater - Set to 80 degrees (This needs	Completed
00413	POOL MISC. WORK ITEMS.	Completed
00414	Spray weeds in pool cracks and around Pool Fence P	Void
00415	LG Office Electricity - I tried to flip a breaker	Completed
00416	Meter Set 1676 Thurman Roberts, 131 & 171 Palabro	Completed
00417	SRWRF Barn Exhaust Fan	Completed
00418	Reset downed Pole for 2 wire system	Completed
00419	Cortaro	Completed

00420	Replace board on small wooden bridge.	Completed
00421	Replace Solenoids 20.23	Completed
00422	PW003 Inspection	Completed
00423	SRP	Completed
00424	Pool keys	Completed
00425	Clean Tertiary Filters	Completed
00426	Please take this sign down.	Completed
00427	One of the trees near the picnic tables has died.	Completed
00428	Fix Leak on roof penetration	New Work Order
00429	Replace Solenoids on Fields as needed	New Work Order
00430	Tertiary Filter Grease Points	Completed
00431	PW001 Repairs	New Work Order
00432	Urinal not flushing in Men's Bathroom at Pool - To	Completed
00433	The hose hanger that was installed last week near	Completed
00434	Pest Control in Women's Bathroom Storage at pool -	Completed
00435	City Hall Office 4 - wall patching	New Work Order
00436	Sand Volleyball Court Cleanup and Rake	Completed
00437	Ferris Mower Upkeep	Completed
00438	X Mark Mower Upkeep	Completed
00439	Founders Landscaping Prep	Completed
00440	Repair Gravity and Force Main @DSRP	New Work Order
00441	Roof Vent Repair	Completed
00442	Road Repair	New Work Order
00443	Fix Leaking air line on Digester #2. The end of th	In Progress
00444	Pot holes down town	Completed
00445	Please take down chamber of commerce sign at the t	Completed
00446	Kubota 72" mower is making a grinding coming from	In Progress
00447	Clean Logs and Paint rocks/stumps field 44-50	New Work Order
00448	Broken outlet cover	Completed
00449	Gate at Caliterra Lift Stations	New Work Order
00450	FMP Pool electrical issue	Completed
00451	Prepare UTV	New Work Order
00452	WWTP L/S Organization	New Work Order

Maintenance and Facility Work Order Report
April 2023

Priority	Origin	Source Asset	Source User
Medium - 3-7 days	Non-PM		Craig Rice
Low - 7-15 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM	MD003 - 2019 Ford F-150	Craig Rice
Medium - 3-7 days	Non-PM	MD004 - 2018 Ford F-250	Craig Rice
Medium - 3-7 days	Non-PM		Andrew Thompson
Low - 7-15 days	Non-PM		John Hill
High - 1-3 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM	MD002 - 2018 Ford F-350	Sonny Garza
Spare Time	Non-PM		Wacey Henager
High - 1-3 days	Non-PM		Gray Lahrman
High - 1-3 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Anthony Pennell
Critical - ASAP	Non-PM		John Hill
Medium - 3-7 days	Non-PM	WW-Kabota-Mower	Billy Stevens
Medium - 3-7 days	Non-PM	EM001 - 2022 Chevy 1500	Sonny Garza
	PM	PW002 - 2022 Chevy 1500	Sonny Garza
	PM	PW002 - 2022 Chevy 1500	Sonny Garza
High - 1-3 days	Non-PM		John Hill
Critical - ASAP	Non-PM		Anthony Pennell
High - 1-3 days	Non-PM		Billy Stevens
Medium - 3-7 days	Non-PM		Aaron Reed
Medium - 3-7 days	Non-PM	WW-Kabota-Mower	John Hill
Medium - 3-7 days	Non-PM		John Hill
High - 1-3 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Robert Hutson
Spare Time	Non-PM	PW003 - 2019 Chevy 6500	John Hill
Low - 7-15 days	Non-PM		Andrew Thompson
Low - 7-15 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Robert Hutson
High - 1-3 days	Non-PM		Craig Rice
Medium - 3-7 days	Non-PM		Sonny Garza
Critical - ASAP	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM		Andrew Thompson

Low - 7-15 days	Non-PM		Robert Hutson
Critical - ASAP	Non-PM		Wacey Henager
Spare Time	Non-PM	PW003 - 2019 Chevy 6500	John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Sonny Garza
Critical - ASAP	Non-PM	FILTER	Wacey Henager
Low - 7-15 days	Non-PM		Manny Espinosa
Spare Time	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Wacey Henager
Critical - ASAP	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM	FILTER	Anthony Pennell
Low - 7-15 days	Non-PM	PW001 - 2019 Ford F-150	Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Andrew Thompson
Low - 7-15 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM	PW-Ferris-400S	Andrew Thompson
Medium - 3-7 days	Non-PM	PW-Exmark-LzrZ	Andrew Thompson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Wacey Henager
Medium - 3-7 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		Wacey Henager
Spare Time	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
High - 1-3 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM	WW-Kabota-Mower	Aaron Reed
High - 1-3 days	Non-PM		Cameron Queen
Medium - 3-7 days	Non-PM		Manny Espinosa
Medium - 3-7 days	Non-PM	CALITERRA PUMP# 1 (MOTOR)	Cameron Queen
High - 1-3 days	Non-PM		Craig Rice
Critical - ASAP	Non-PM	WW-Kawasaki-UTV	Cameron Queen
Low - 7-15 days	Non-PM		Anthony Pennell

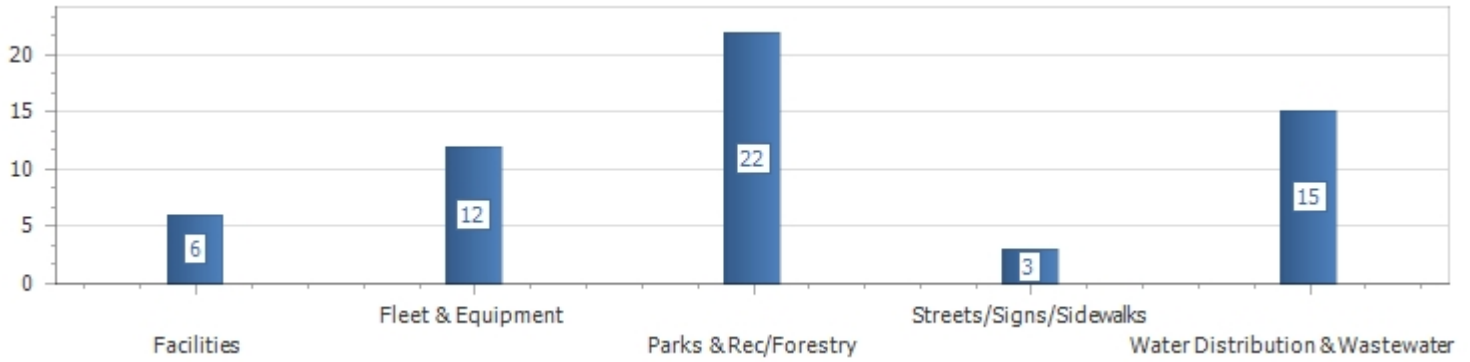
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04/27/2023 09:39:00 AM	
04/28/2023 09:01:00 AM	

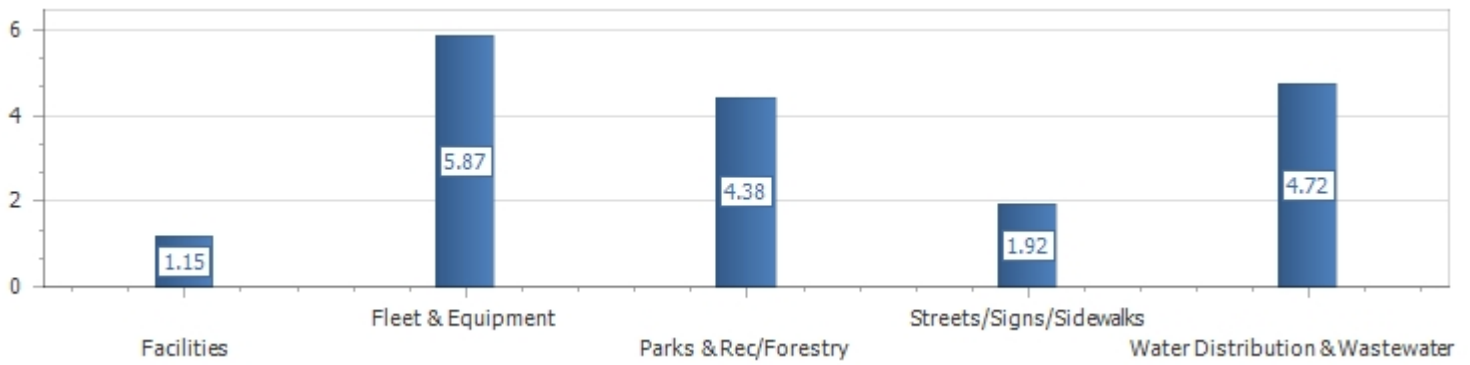
Completed WOs by Site Analysis

Date Printed: 05/03/2023

Total



Average days to close



Site	Total	Average days to close
Facilities	6	1.15
Fleet & Equipment	12	5.87
Parks & Rec/Forestry	22	4.38
Streets/Signs/Sidewalks	3	1.92
Water Distribution & Wastewater	15	4.72

Report Parameters

Filter:

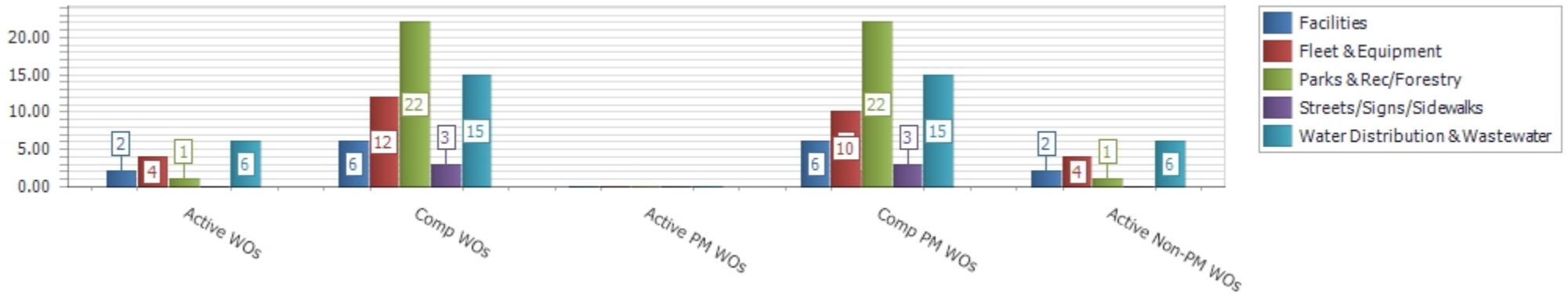
Search:

Advanced Filters: [Originated] Between '04/01/2023' And '04/30/2023'

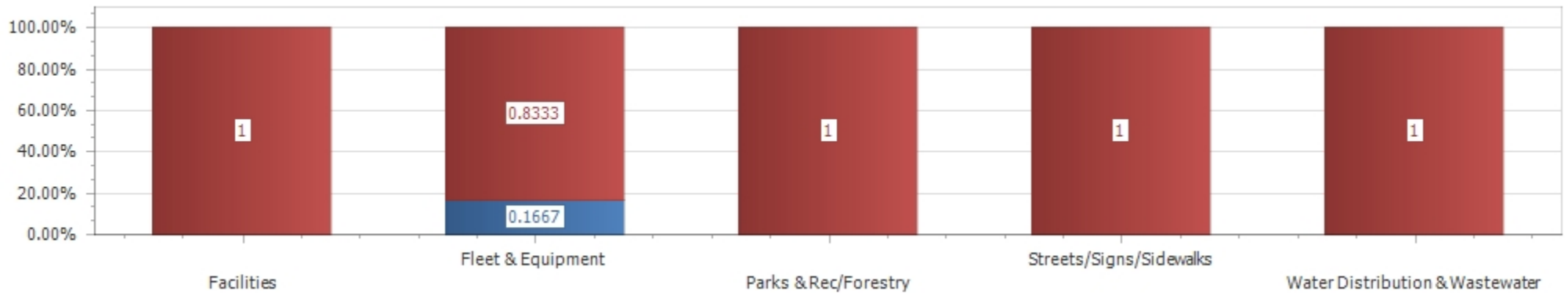
Tags:

Site Comparison

Date Printed: 05/03/2023



PM vs Non-PM Comp. WOs



Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
Facilities	Dripping Springs	2	6	0	0	2	6	4135.81	24.48	516.98	3.06
Fleet & Equipment	Dripping Springs	4	12	0	2	4	10	655.43	8.25	40.96	0.52
Parks & Rec/Forestry	Dripping Springs	1	22	0	0	1	22	1751.81	50.25	76.17	2.18
Streets/Signs/Sidewalks	Dripping Springs	0	3	0	0	0	3	169.32	7.50	56.44	2.50
Water Distribution & Wastewater	Dripping Springs	6	15	0	0	6	15	1568.94	89.25	74.71	4.25

Report Parameters

Filter:

Search:

Site Comparison

Item 14.

Date Printed: 05/03/2023

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Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
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Advanced Filters: [Originated] Between '04/01/2023' And '04/30/2023'

Tags: