



DRIPPING SPRINGS  
Texas

**CITY COUNCIL REGULAR MEETING**  
**City of Dripping Springs**  
**Council Chambers, 511 Mercer St, Dripping Springs, TX**  
**Tuesday, April 19, 2022 at 6:00 PM**

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**AGENDA**

**CALL TO ORDER AND ROLL CALL**

**City Council Members**

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

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

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
City Attorney Laura Mueller  
City Treasurer Shawn Cox  
City Secretary Andrea Cunningham  
IT Coordinator Jason Weinstock  
Public Works Director Aaron Reed  
Planning Director Howard Koontz  
Senior Planner Tory Carpenter  
Community Events Coordinator Caylie Houchin

**PLEDGE OF ALLEGIANCE**

**PRESENTATION OF CITIZENS**

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

**CONSENT AGENDA**

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

- 1. Approval of the April 5, 2022, City Council regular meeting minutes.**
- 2. Approval of the reappointment of Jake Adams, Brian Daniel, and Dee Marsh as at-large members to the Founders Day Commission for terms ending June 30, 2023.**
- 3. Consider Approval of a Resolution Approving and Accepting a Construction Bond for Heritage Phase 1 Public Improvements**
- 4. Approval of the March 2022 City Treasurer's Report.**
- 5. Approval of a Participation Agreement between the City of Dripping Springs and Hays County Emergency Services District No. 6 regarding the 2022 Founders Day Event.**
- 6. Approval of a Participation Agreement between the City of Dripping Springs and Hays County Emergency Services District No. 1 regarding the 2022 Founders Day Event.**

## **BUSINESS AGENDA**

- 7. Discuss and consider approval of an Annexation Petition and direction to staff to negotiate an Annexation Agreement with owners to annex approximately 38.68 acres in the extraterritorial jurisdiction, situated in the Benjamin F Hanna located at 2901 W US 290. Applicant: Brian Estes, P.E.**
  - a. Applicant Presentation
  - b. Staff Report
  - c. Annexation Petition
- 8. Discuss and consider possible action regarding the Allocation of Funds and Revised Plan for the Improvement of Rob Shelton Boulevard North.**
- 9. Discuss and consider approval of an Ordinance amending Chapter 20, Article 20.02 and 20.06, Sections 20.02.006 of the Dripping Springs Code of Ordinances; Amending the General Provisions related to Wastewater and Water Rates including Rates for Service Provided to out of city customers. Sponsor: Mayor Foulds, Jr.**
- 10. Discussion and possible action related to TIRZ area, priority projects, and purposes. Sponsor: Mayor Pro Tem Manassian**

## **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.*

**11. Maintenance and Facilities Monthly Report**

*Craig Rice, Maintenance Director*

**12. Dripping Springs Board, Commission and Committee meeting location report.**

*Andrea Cunningham, City Secretary*

**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.*

- 13. Consultation with City Attorney and Deliberation of Real Property related to an Easement Purchase Agreement related to the South Regional Water Reclamation Project.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*
- 14. Consultation with City Attorney regarding legal issues related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals.** *Consultation with City Attorney, 551.071*
- 15. Consultation with City Attorney and Deliberation on Real Property related to easements for road improvements at Roger Hanks Parkway.** *Consultation with City Attorney, 551.071; Deliberation on Real Property, 551.072*
- 16. Consultation with City Attorney and Deliberation of Real Property related to the Village Grove Project.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*
- 17. Consultation with City Attorney regarding legal issues related to current and future TIRZ projects and parcels.** *Consultation with City Attorney, 551.071*
- 18. Deliberation of Personnel Matters regarding the employment, job duties, compensation, and benefits of the Parks & Community Services Director.** *Deliberation of Personnel Matters, 551.074*
- 19. Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project.** *Consultation with City Attorney, 551.071, Deliberation of Real Property, 551.072*
- 20. Consultation with City Attorney and Deliberation of Real Property related to the leasing of city property.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

**UPCOMING MEETINGS**

**City Council & Board of Adjustment Meetings**

April 26, 2022, at 5:00 p.m. (Moratorium Waivers)

May 3, 2022, at 6:00 p.m. (CC & BOA)  
May 10, 2022, at 5:00 p.m. (Moratorium Waivers)  
May 17, 2022, at 6:00 p.m. (CC)

**Board, Commission & Committee Meetings**

April 21, 2022, Farmers Market Committee at 10:00 a.m.  
April 21, 2022, Emergency Management Commission at 12:00 p.m.  
April 26, 2022, Planning & Zoning Commission at 6:00 p.m.  
April 27, 2022, Economic Development Committee at 4:00 p.m.  
May 2, 2022, Parks & Recreation Commission at 6:00 p.m.

**ADJOURN**

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

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on **April 14, 2022, at 3:00 p.m.***

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City Secretary

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





DRIPPING SPRINGS  
Texas

# CITY COUNCIL & WORKSHOP REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, April 05, 2022 at 6:00 PM

## MINUTES

### CALL TO ORDER AND ROLL CALL

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

**City Council Members present were:**

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

**City Council Member absent was:**

Mayor Pro Tem Taline Manassian

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

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
City Attorney Laura Mueller  
City Treasurer Shawn Cox  
City Secretary Andrea Cunningham  
Communications & Marketing Director Lisa Sullivan  
IT Coordinator Jason Weinstock  
Planning Director Howard Koontz  
Senior Planner Tory Carpenter  
Maintenance Director Craig Rice  
Public Works Director Aaron Reed  
DSRP Manager Emily Nelson  
Community Events Coordinator Caylie Houchin  
Emergency Management Coordinator Roman Baligad  
Planning & Zoning Commission Chair Mim James

### PLEDGE OF ALLEGIANCE

Council Member King 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.

## PROCLAMATIONS & PRESENTATIONS

- 1. Approval of a Proclamation proclaiming April 22, 2022, as "Earth Day" in the City of Dripping Springs, Texas.** *Sponsor: Mayor Foulds, Jr.*

Council Member Parks read the proclamation and presented to Laura Zarate with Dripping Springs Community Empowering Positive Change.

- 2. Approval of a Proclamation proclaiming April 2022, as "Sexual Assault Awareness and Prevention Month" in the City of Dripping Springs, Texas.** *Sponsor: Mayor Foulds, Jr.*

Council Member King read the proclamation and presented to Holly Cunningham, Hays-Caldwell Women's Center Director of Community Partnerships.

- 3. Approval of a Proclamation proclaiming April 2022, as "Child Abuse Prevention and Awareness Month" in the City of Dripping Springs, Texas.** *Sponsor: Mayor Foulds, Jr.*

Council Member Harris-Allison read the proclamation and presented to Holly Cunningham, Hays-Caldwell Women's Center Director of Community Partnerships.

A motion was made by Council Member King to approve proclamations for Earth Day, Sexual Assault Awareness and Prevention Month and Child Abuse Prevention and Awareness Month. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

## 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 March 15, 2022, City Council regular meeting minutes.**

5. **Approval of a Resolution of the City of Dripping Springs Consenting to the Issuance of Bonds by Headwaters Municipal Utility District of Hays County for utility facilities for Bond Series 2022.** *Applicant: Anthony S. Corbett,*

**Filed as Resolution No. 2022-R15**

6. **Approval of a Resolution of the City of Dripping Springs Consenting to the Issuance of Bonds by Headwaters Municipal Utility District of Hays County for utility facilities for Bond Series 2022A.** *Applicant: Anthony S. Corbett*

**Filed as Resolution No. 2022-R16**

7. **Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Helping Hands for the Empty Bowls Project to take place on November 5, 2022, at Dripping Springs Ranch Park Event Center.** *Sponsor: Council Member Sherrie Parks.*
8. **Approval of a Donation Agreement between the City of Dripping Springs and San Luis Distilling Co. regarding Farmers Market Sponsorship Bags.**
9. **Approval of a Resolution approving and accepting a construction bond for Caliterra Phase 4 Section 11 wastewater fiscal improvements.** *Applicant: CBD Engineering.*

Aaron Reed noted an error in the caption, which should read Section 12. All attached documents note Section 12.

**Filed as Resolution No. 2022-R17**

10. **Approval of the selection of Engineering Services regarding the TxDOT CSJ 0914-33-088 Middle School TASA Sidewalk Project, subject to TxDOT concurrence; and authorization for the City Administrator to negotiate the contract.**
11. **Approval of a Resolution finding that the Founders Day Parade Scheduled to be held on Friday, April 22, 2022, in and near the City, serves a Valid and Legitimate Public Purpose, and Authorizing the City's Support of and Cooperation with the Event and adopting the Founders Day Festival Traffic and Security Plan.** *Sponsor: Council Member Parks*

**Filed as Resolution No. 2022-R18**

12. **Approval of a License Agreement between the City of Dripping Springs and Pound House Farmstead to Allow A Sign on City property within Founders Memorial Park.** *Sponsor: Council Member Parks.*
13. **Approval of a Resolution of the City of Drippings Springs adopting a Continuity of Operations Plan.** *Sponsor: Council Member Harris Allison*

**Filed as Resolution No. 2022-R19**

A motion was made by Council Member Tahuahua to approve Consent Agenda items 4 – 13. Council Member Parks seconded the motion which carried unanimously 4 to 0.

## BUSINESS AGENDA

- 14. Public hearing and consideration of approval of an Ordinance regarding ZA2021-0006 an application to consider an ordinance approving a zoning amendment from Two Family Residential - Duplex (SF-4) to Local Retail (LR) for approximately 2.04 acres being lot 2 of the C. Jones Subdivision located at 427 Creek Road. Applicant: Jon Thompson**

The application for ZA2021-0006 was withdrawn by the application. There was no action taken regarding this item.

**a. Applicant Presentation**

**b. Staff Report**

**c. Planning & Zoning Commission Report**

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

**e. Zoning Amendment**

- 15. Public hearing consideration of approval of an Ordinance amending the requirements for accessory dwelling units under Chapter 30, Exhibit A Zoning Ordinance, Section 1: General Provisions, Section 3: Zoning Districts, Section 5: Development Standards and Use Regulations, and Appendix E: Zoning Use Regulations. Sponsor: Mayor Foulds, Jr.**

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

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

**c. Planning & Zoning Commission Report** – Chair James presented the Planning & Zoning Commission report. The Commission recommended approval 4 to 1, with Commissioner Bourguignon opposed.

**d. ADU Zoning Amendment** – A motion was made by Council Member King to approve an Ordinance amending the requirements for accessory dwelling units under Chapter 30, Exhibit A Zoning Ordinance, Section 1: General Provisions, Section 3: Zoning Districts, Section 5: Development Standards and Use Regulations, and Appendix E: Zoning Use Regulations with a total allowed square footage of 600 square feet. Due to a lack of second, the motion failed.

A motion was made by Council Member Harris-Allison an Ordinance amending the requirements for accessory dwelling units under Chapter 30, Exhibit A Zoning Ordinance, Section 1: General Provisions, Section 3: Zoning Districts, Section 5: Development Standards and Use Regulations, and Appendix E: Zoning Use Regulations with a total allowed square footage of 700 square feet. Council Member Parks seconded the motion which carried 3 to 1, with Council Member King opposed.

**Filed as Ordinance No. 2022-08.**

- 16. Public hearing and consideration of approval of an Ordinance of the City of Dripping Springs, Texas amending the current 2021-2022 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures. Sponsor: Mayor Foulds, Jr.**

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

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

**c. Budget Ordinance** – A motion was made by Council Member Harris-Allison to approve an Ordinance of the City of Dripping Springs, Texas amending the current 2021-2022 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures. Council Member Parks seconded the motion which carried unanimously 4 to 0.

**Filed as Ordinance No. 2022-09**

- 17. Discuss and consider selection of bidder and approval of the Ranch House Phase 1 Drainage and Dripping Springs Ranch Park Parking Lot Striping Project agreement between Dig Dug and the City of Dripping Springs and authorize staff to finalize agreement. Sponsor: Council Member Parks**

Craig Rice presented the staff report which is on file. Staff recommends the selection of DigDug Construction and approval for staff to finalize the agreement.

A motion was made by Council Member Parks to select DigDug Construction as the contractor of the Ranch House Phase 1 Drainage and Dripping Springs Ranch Park Parking Lot Striping Project and to approve authorization for staff to finalize the agreement. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

- 18. Discuss and consider approval of a Resolution approving a Proclamation Policy. Sponsor: Mayor Foulds, Jr.**

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

A motion was made by Council Member Parks to approve a Resolution approving a Proclamation Policy. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

**Filed as Resolution No. 2022-R20**

- 19. Discuss and consider approval of the Utility Billing Clerk Job Description. Sponsor: Mayor Pro Tem Manassian**

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

A motion was made by Council Member Harris-Allison to approve the Utility Billing Clerk Job Description. Council Member Parks seconded the motion which carried unanimously 4 to 0.

A motion was made by Council Member Tahuahua to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property and regarding Executive Session Agenda items 20 – 24. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

### **EXECUTIVE SESSION AGENDA**

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

- 20. Consultation with City Attorney regarding legal issues related to planning matters, wastewater capacity, comprehensive plan, and processes related to approvals.** *Consultation with City Attorney, 551.071*
- 21. Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project.** *Consultation with City Attorney, 551.071, Deliberation of Real Property, 551.072*
- 22. Consultation with City Attorney related to the South Regional Water Reclamation Project and the litigation on the Wastewater Permit.** *Consultation with City Attorney, 551.071*
- 23. Consultation with City Attorney and Deliberation of Real Property related to the Village Grove Project.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*
- 24. Consultation with City Attorney and Deliberation on Real Property related to easements for road improvements at Roger Hanks Parkway.** *Consultation with City Attorney, 551.071; Deliberation on Real Property, 551.072*

The City Council met in Executive Session from 6:58 p.m. – 7:27 p.m.

No action or vote was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 7:27 p.m.

### **UPCOMING MEETINGS**

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

April 12, 2022, at 5:00 p.m. (Moratorium Waivers)

April 22, 2022, a 6:00 p.m. (CC)

April 26, 2022, at 5:00 (Moratorium Waivers)  
May 3, 2022, at 6:00 p.m. (CC & BOA)

**Board, Commission & Committee Meetings**

April 6, 2022, DSRP Board at 11:00 a.m.  
April 7, 2022, Historic Preservation Commission at 4:00 p.m.  
April 11, 2022, TIRZ No.1 & No. 2 Board at 4:00 p.m.  
April 11, 2022, Founders Day Commission at 6:30 p.m.  
April 12, 2022, Planning & Zoning Commission at 6:00 p.m.  
April 13, 2022, Utility Commission at 4:00 p.m.  
April 18, 2022, Transportation Committee at 3:30 p.m.

**ADJOURN**

A motion was made by Council Member Harris-Allison to adjourn the meeting. Council Member King seconded the motion which carried unanimously 4 to 0.

This regular meeting adjourned at 7:28 p.m.

**APPROVED ON:** April 19, 2022

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary





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

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

**Council Meeting Date:** April 19, 2022

**Agenda Item Wording:** **Approval of the reappointment of Jake Adams, Brian Daniel and Dee Marsh as at-large members to the Founders Day Commission for terms ending June 30, 2023.**

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

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

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

***Current Membership***

|                     |                                     |            |
|---------------------|-------------------------------------|------------|
| Brenda Medcalf      | At-Large, Chair                     | 06/30/2022 |
| Jake Adams          | At-Large, Vice Chair                | 06/30/2021 |
| Brian Daniel        | At-Large                            | 06/30/2021 |
| Clinton Holtzendorf | At-Large                            | 06/30/2022 |
| Dee Marsh           | At-Large                            | 06/30/2021 |
| Larry Hans          | St. Martin de Porres Representative | 06/30/2023 |
| Michael Monaghan    | St. Martin de Porres Representative | 06/30/2022 |

|                |                                     |            |
|----------------|-------------------------------------|------------|
| Darrell Debish | St. Martin de Porres Representative | 06/30/2023 |
| Danny Rowe     | Cook-Off Club Representative        | 06/30/2023 |
| Brian Varnell  | Cook-Off Club Representative        | 06/30/2022 |
| Jeff Shindler  | Cook-Off Club Representative        | 06/30/2022 |
| Sharon Goss    | Lions Club Representative           | 06/30/2022 |
| Susan Warwick  | Lions Club Representative           | 06/30/2023 |
| Brad Thomas    | Lions Club Representative           | 06/30/2022 |

Per ordinance, the Founders Day Commission provides the City Council with their recommendation for appointments for at-large members.

**Commission Recommendation:**

The Commission recommended approval of the reappointment of Jake Adams, Brian Daniel and Dee Marsh for terms ending June 30, 2023.

**Recommended Council Actions:**

Staff recommends the appointment of Larry Hans for a term ending June 30, 2023.

**Next Steps/Schedule:**

1. Inform commission of council decision
2. Update master roster, group email and city website
3. Distribute updated roster and notice of new members to commission



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

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

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**Council Meeting Date:** 04/19/2022

**Agenda Item Wording:** **Consider Approval of a Resolution Approving and Accepting a Construction Bond for Heritage Phase 1 Public Improvements**

**Agenda Item Requestor:**

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**Summary/Background:** Heritage Phase 1 wishes to final plat before completion of public improvements. The Design Engineer submitted a cost estimate to complete the improvements and City staff approved the amount. Fiscal surety is being posted in the form of a construction bond.

**Commission Recommendations:**

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

**Attachments:**

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

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2022-R\_\_\_\_\_**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), APPROVING AND ACCEPTING A CONSTRUCTION BOND FOR HERITAGE PHASE 1 PUBLIC IMPROVEMENTS, DESIGN AND CONSTRUCTION; PROVIDING FOR PROVISIONS; EFFECTIVE DATE; AND PROPER NOTICE & MEETING

**WHEREAS,** An engineering estimate for the City of Dripping Springs (“City”) design and construction of Heritage Phase 1 Public Improvements has been met with a construction bond no. SUR0070782 (“Bond”) issued for Heritage Phase 1 by Argonaut Insurance Company (“Surety”); and

**WHEREAS,** City staff has reviewed the attached Bond and found it acceptable and in compliance with the City’s code; and

**WHEREAS,** the City Council of the City of Dripping Springs (“Council”) deems this bond is sufficient and is in the best interest of the City to approve and accept the Bond; and

**WHEREAS,** the 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 Dripping Springs City Council:**

1. The foregoing recitals are adopted as facts and are incorporated fully herein.
2. The City Council hereby approves and accepts the Company’s proposed Construction Bond, which stands as security for said completion of Public Improvements of Heritage Phase 1, bond no. SUR0070782 in the sum of \$6,421,586.00 attached hereto as *Attachment “A”* and incorporated fully herein.
3. The City Secretary is hereby directed to hold the bond as security for the construction of said improvements until otherwise directed.
4. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute on the City’s behalf any documentation necessary to effectuate the intent and purpose of this Resolution.
5. This Resolution shall take effect immediately upon passage.
6. The City Secretary is instructed to file a copy of this Resolution among City records.

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

**PASSED & APPROVED this, the 19<sup>th</sup> day of April 2022, by the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary

SUBDIVISION BOND

Bond No. SUR0070782

Principal Amount: \$6,421,586.00

KNOW ALL MEN BY THESE PRESENTS, that we M/I Homes of Austin, LLC  
4131 Worth Avenue Columbus, OH 43219

As Principal, and  
Argonaut Insurance Company

13100 Wortham Center Drive Suite 290 Houston, TX 77065 a(n) Illinois

Corporation, as Surety, are held and firmly bound unto  
City of Dripping Springs

P.O. Box 384 Dripping Springs, TX 78620

as Obligee in the penal sum of  
Six Million Four Hundred Twenty-one Thousand Five Hundred Eighty-six & 00/100 (Dollars)

(\$6,421,586.00), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves our heirs, executors, administrators, and successors and assigns jointly and severally, firmly by these presents,

WHEREAS, M/I Homes of Austin, LLC has agreed to construct in  
Heritage, Phase 1 Subdivision, in Dripping Springs, TX for the following Improvements: Major PID & Internal PID Infrastructure, Major & Internal Public Improvements  
Offsite Water & Wastewater Improvements and General Miscellaneous

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Obligee indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete the improvements.

Upon approval by the Obligee, this instrument may be proportionately reduced as the public improvements are completed,

Signed, sealed and dated, this 8th day of March, 2022

M/I Homes of Austin, LLC

Principal

By: [Signature]

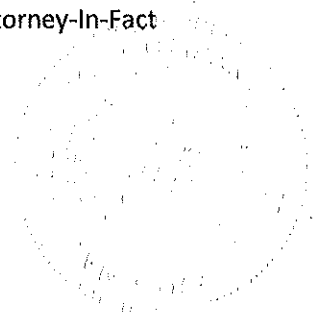
Argonaut Insurance Company

Surety

By: [Signature]

Attorney-In-Fact

Denise Nelson



**Argonaut Insurance Company  
Deliveries Only: 225 W. Washington, 24th Floor  
Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Denise Nelson, Michael Ward, Deborah L. Williams, Stephanie McQuillen, Shelley M. Kuhn

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.



by: *Gary E. Grose*

Gary E. Grose, President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE 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 same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. Meeks*  
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 8th day of March, 2022.



*Austin W. King*  
Austin W. King, Secretary





**DRIPPING SPRINGS**  
Texas

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

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

**Date:** April 19, 2022

**RE:** March 2022 City Treasurer's Report

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**General Fund:**

The General Fund received **\$1,025,410.94** in revenues for March. Halfway through the fiscal year, a total of \$6,785,094.69 has been collected in revenues. This represents a collection of 67.5%.

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

- 100-000-4000: Ad Valorem Tax – In March, \$257,873.03 was collected in Ad Valorem Tax. Though March, 99.06% of anticipated Ad Valorem Taxes have been collected.
- 100-000-40001: Sales Tax – \$322,486.96 was received in Sales Tax, of which \$243,851.96 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements. This represents a 22.47% increase from March 2021 – Average monthly collections for Sales Tax in FY 2022 were anticipated to be \$316,000.00. Though March, our average monthly collections total \$345,000.00.
- 100-200-43000: Site Development Fees – Site Development Fee collections through March are \$63,084.10 over the total anticipated collections for FY 2022 (\$239,108.41).
- 100-200-43030: Subdivision Fees – Similar to Site Development, Subdivision fee are \$144,480.61 over the total anticipated collections for FY 2022 (\$656,006.25).

General Fund expenditures are in line with the approved budget.

**Wastewater Utility Fund:**

For March, **\$178,535.37** was received in revenues. This includes \$64,497.39 in Sales Tax allocations. Revenues for wastewater service totaled \$96,521.81.

Wastewater expenditures are in line with the approved budget.

**Dripping Springs Ranch Park (DSRP):**

**\$73,783.09** in revenues were collected for March. This includes \$43,502.00 in Program and Event Fees, which will be reallocated to either Coyote Camp, Riding Series, or Misc. Programs in accordance with FY 2022 Budget Amendment #5, approved on April 5, 2022. Additionally, \$13,893.75 was collected in Facility Rentals and \$9,700.00 in Stall Rental Fees.

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

- 200-401-65019: Propane/Natural Gas – There has been an increase in Propane Expenses. DSRP is working with Texas Gas (the provider) to see what could be causing the higher-than-normal usage.

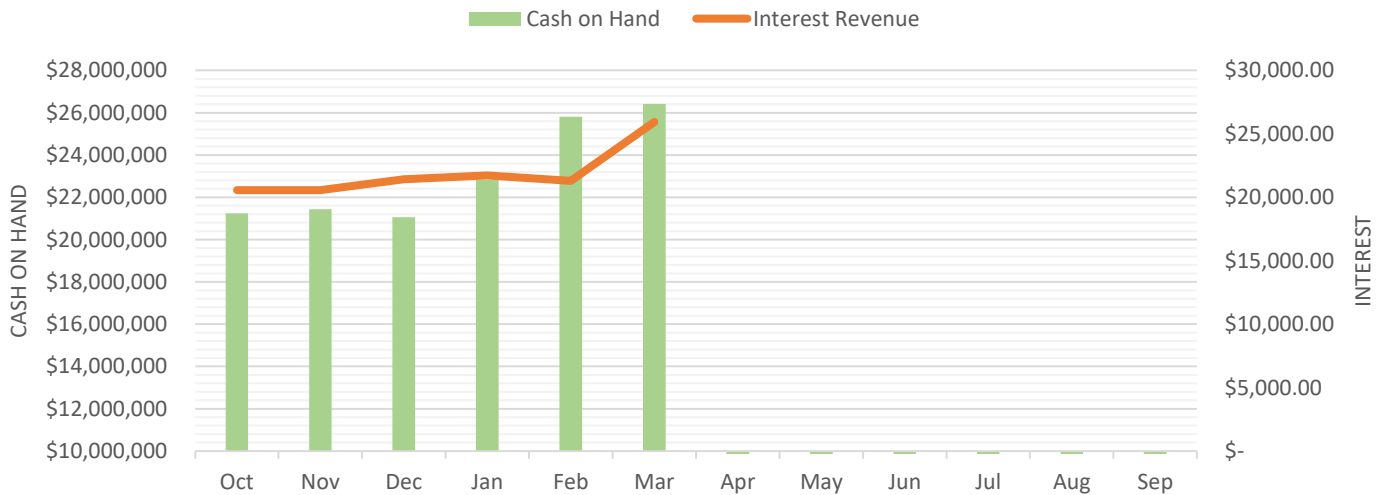


# DRIPPING SPRINGS Texas

## Banking:

On March 31<sup>st</sup>, the City's cash balances were **\$26.421 Million**. This is an 2.3% increase from the previous month's cash balances. Contributing the increase in balances is the collection of \$371,340.00 in Tree Replacement Fees from Heritage Phase 1 and \$107,210.49 in Parkland Dedication Fees from Driftwood and Bunker Ranch. An additional \$363,840.00 in Impact Fees was also collected, bringing the annual collection total to \$3,357,940.00. A total of **\$25,935.41** was collected in interest revenues for the Month of March.

## FY 2022 Balances





Dripping Springs, TX

Item 4.  
**Budget Report**  
**Account Summary**

For Fiscal: 2021-2022 Period Ending: 03/31/2022

|  |                                     | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|--|-------------------------------------|--------------------------|-------------------------|--------------------|---------------------|--|----------------------|
| <b>Fund: 100 - General Fund</b>                            |                                     |                          |                         |                    |                     |  |                      |
| <b>Revenue</b>   |                                     |                          |                         |                    |                     |  |                      |
| <b>Department: 000 - Undesignated</b>                      |                                     |                          |                         |                    |                     |  |                      |
| <a href="#">100-000-40000</a>                              | Ad Valorem Tax                      | 1,983,491.97             | 1,983,491.97            | 257,873.03         | 1,982,624.05        | -867.92                                | 0.04 %               |
| <a href="#">100-000-40001</a>                              | Sales Tax Revenue                   | 3,796,125.70             | 3,796,125.70            | 322,486.96         | 2,069,640.58        | -1,726,485.12                          | 45.48 %              |
| <a href="#">100-000-40002</a>                              | Mixed Beverage                      | 60,000.00                | 60,000.00               | 6,325.89           | 44,872.28           | -15,127.72                             | 25.21 %              |
| <a href="#">100-000-40006</a>                              | Ad Valorem Tax Penalty/Interest     | 4,000.00                 | 4,000.00                | 1,478.50           | 4,408.47            | 408.47                                 | 110.21 %             |
| <a href="#">100-000-41000</a>                              | Solid Waste Franchise Fee           | 40,000.00                | 40,000.00               | 0.00               | 21,417.70           | -18,582.30                             | 46.46 %              |
| <a href="#">100-000-42000</a>                              | Alcohol Permit Fees                 | 7,085.00                 | 7,085.00                | 1,260.00           | 2,165.00            | -4,920.00                              | 69.44 %              |
| <a href="#">100-000-46000</a>                              | FEMA                                | 0.00                     | 0.00                    | 0.00               | 5,292.38            | 5,292.38                               | 0.00 %               |
| <a href="#">100-000-46001</a>                              | Other Revenues                      | 40,000.00                | 40,000.00               | -179,315.50        | -15,283.71          | -55,283.71                             | 138.21 %             |
| <a href="#">100-000-46002</a>                              | Interest                            | 40,000.00                | 40,000.00               | 8,844.63           | 43,195.38           | 3,195.38                               | 107.99 %             |
| <a href="#">100-000-46011</a>                              | Coronavirus Local Fiscal Recovery F | 707,181.10               | 707,181.10              | 1,397.61           | 1,397.61            | -705,783.49                            | 99.80 %              |
| <a href="#">100-000-47000</a>                              | Transfer from Capital Improvement   | 300,000.00               | 324,000.00              | 0.00               | 0.00                | -324,000.00                            | 100.00 %             |
| <a href="#">100-000-47001</a>                              | Transfer from DSRP                  | 10,400.00                | 10,400.00               | 0.00               | 0.00                | -10,400.00                             | 100.00 %             |
| <a href="#">100-000-47005</a>                              | Transfer from HOT Fund              | 4,305.00                 | 4,305.00                | 0.00               | 0.00                | -4,305.00                              | 100.00 %             |
| <a href="#">100-000-47013</a>                              | Transfer From TIRZ                  | 0.00                     | 0.00                    | 0.00               | 127,102.00          | 127,102.00                             | 0.00 %               |
| <b>Department: 000 - Undesignated Total:</b>               |                                     | <b>6,992,588.77</b>      | <b>7,016,588.77</b>     | <b>420,351.12</b>  | <b>4,286,831.74</b> | <b>-2,729,757.03</b>                   | <b>38.90%</b>        |
| <b>Department: 103 - Courts</b>                            |                                     |                          |                         |                    |                     |  |                      |
| <a href="#">100-103-43028</a>                              | Muni Court Fines/Special Fees       | 250.00                   | 250.00                  | 0.00               | 0.00                | -250.00                                | 100.00 %             |
| <b>Department: 103 - Courts Total:</b>                     |                                     | <b>250.00</b>            | <b>250.00</b>           | <b>0.00</b>        | <b>0.00</b>         | <b>-250.00</b>                         | <b>100.00%</b>       |
| <b>Department: 200 - Planning &amp; Development</b>        |                                     |                          |                         |                    |                     |  |                      |
| <a href="#">100-200-42001</a>                              | Health Permits/Inspections          | 60,000.00                | 60,000.00               | 7,225.00           | 62,310.00           | 2,310.00                               | 103.85 %             |
| <a href="#">100-200-43000</a>                              | Site Development Fees               | 239,108.41               | 239,108.41              | 52,467.02          | 302,192.51          | 63,084.10                              | 126.38 %             |
| <a href="#">100-200-43002</a>                              | Zoning Fees                         | 65,000.00                | 65,000.00               | 2,560.00           | 73,232.00           | 8,232.00                               | 112.66 %             |
| <a href="#">100-200-43030</a>                              | Subdivision Fees                    | 656,006.25               | 656,006.25              | 282,223.43         | 800,486.86          | 144,480.61                             | 122.02 %             |
| <b>Department: 200 - Planning &amp; Development Total:</b> |                                     | <b>1,020,114.66</b>      | <b>1,020,114.66</b>     | <b>344,475.45</b>  | <b>1,238,221.37</b> | <b>218,106.71</b>                      | <b>21.38%</b>        |
| <b>Department: 201 - Building</b>                          |                                     |                          |                         |                    |                     |  |                      |
| <a href="#">100-201-42007</a>                              | Sign Permits                        | 0.00                     | 0.00                    | 2,450.00           | 10,925.00           | 10,925.00                              | 0.00 %               |
| <a href="#">100-201-43029</a>                              | Fire Inspections                    | 10,000.00                | 10,000.00               | 6,951.12           | 20,438.40           | 10,438.40                              | 204.38 %             |
| <a href="#">100-201-43031</a>                              | Building Code Fees                  | 1,500,000.00             | 1,500,000.00            | 205,608.25         | 1,135,292.26        | -364,707.74                            | 24.31 %              |
| <b>Department: 201 - Building Total:</b>                   |                                     | <b>1,510,000.00</b>      | <b>1,510,000.00</b>     | <b>215,009.37</b>  | <b>1,166,655.66</b> | <b>-343,344.34</b>                     | <b>22.74%</b>        |
| <b>Department: 400 - Parks &amp; Recreation</b>            |                                     |                          |                         |                    |                     |  |                      |
| <a href="#">100-400-44000</a>                              | Sponsorships & Donations            | 9,027.00                 | 11,723.00               | 0.00               | 4,715.97            | -7,007.03                              | 59.77 %              |
| <a href="#">100-400-44001</a>                              | Community Service Fees              | 4,400.00                 | 4,400.00                | 0.00               | 1,345.00            | -3,055.00                              | 69.43 %              |
| <a href="#">100-400-44002</a>                              | Program & Event Fees                | 5,000.00                 | 18,800.00               | 24,010.00          | 26,110.00           | 7,310.00                               | 138.88 %             |
| <a href="#">100-400-44004</a>                              | Park Rental Income                  | 5,350.00                 | 5,350.00                | 1,050.00           | 2,140.00            | -3,210.00                              | 60.00 %              |
| <a href="#">100-400-47002</a>                              | Transfer from Parkland Dedication   | 113,462.80               | 113,462.80              | 0.00               | 0.00                | -113,462.80                            | 100.00 %             |
| <a href="#">100-400-47003</a>                              | Transfer from Landscaping Fund      | 4,000.00                 | 4,000.00                | 0.00               | 0.00                | -4,000.00                              | 100.00 %             |
| <a href="#">100-400-47005</a>                              | Transfer from HOT Fund              | 2,000.00                 | 2,000.00                | 0.00               | 0.00                | -2,000.00                              | 100.00 %             |
| <a href="#">100-400-47014</a>                              | Transfer from Parkland Developme    | 111,731.40               | 121,731.40              | 0.00               | 0.00                | -121,731.40                            | 100.00 %             |
| <b>Department: 400 - Parks &amp; Recreation Total:</b>     |                                     | <b>254,971.20</b>        | <b>281,467.20</b>       | <b>25,060.00</b>   | <b>34,310.97</b>    | <b>-247,156.23</b>                     | <b>87.81%</b>        |
| <b>Department: 402 - Aquatics</b>                          |                                     |                          |                         |                    |                     |  |                      |
| <a href="#">100-402-44003</a>                              | Aquatic Fees                        | 85,800.00                | 85,800.00               | 830.00             | 1,010.00            | -84,790.00                             | 98.82 %              |
| <a href="#">100-402-44004</a>                              | Park Rental Income                  | 16,800.00                | 16,800.00               | 435.00             | 50.00               | -16,750.00                             | 99.70 %              |
| <a href="#">100-402-46012</a>                              | Reimbursement of Utility Costs      | 8,000.00                 | 8,000.00                | 0.00               | 2,014.95            | -5,985.05                              | 74.81 %              |
| <b>Department: 402 - Aquatics Total:</b>                   |                                     | <b>110,600.00</b>        | <b>110,600.00</b>       | <b>1,265.00</b>    | <b>3,074.95</b>     | <b>-107,525.05</b>                     | <b>97.22%</b>        |
| <b>Department: 404 - Founders Day</b>                      |                                     |                          |                         |                    |                     |  |                      |
| <a href="#">100-404-45000</a>                              | FD Craft/Business Booths            | 6,500.00                 | 6,500.00                | 0.00               | 0.00                | -6,500.00                              | 100.00 %             |
| <a href="#">100-404-45001</a>                              | FD Food Booths                      | 1,100.00                 | 1,100.00                | 0.00               | 0.00                | -1,100.00                              | 100.00 %             |

|   |                                     | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity  | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|---|-------------------------------------|--------------------------|-------------------------|---------------------|---------------------|--|----------------------|
| <a href="#">100-404-45002</a>   | FD BBQ Cooker Registration Fees     | 4,600.00                 | 4,600.00                | 0.00                | 0.00                | -4,600.00                              | 100.00 %             |
| <a href="#">100-404-45003</a>   | FD Carnival                         | 9,500.00                 | 9,500.00                | 0.00                | 0.00                | -9,500.00                              | 100.00 %             |
| <a href="#">100-404-45004</a>   | FD Parade Registration Fees         | 3,750.00                 | 3,750.00                | 3,750.00            | 3,750.00            | 0.00                                   | 0.00 %               |
| <a href="#">100-404-45005</a>   | FD Sponsorships                     | 70,000.00                | 70,000.00               | 15,500.00           | 52,250.00           | -17,750.00                             | 25.36 %              |
| <a href="#">100-404-45006</a>   | FD Parking Fees                     | 1,700.00                 | 1,700.00                | 0.00                | 0.00                | -1,700.00                              | 100.00 %             |
| <a href="#">100-404-45007</a>   | FD Electric Fees                    | 2,400.00                 | 2,400.00                | 0.00                | 0.00                | -2,400.00                              | 100.00 %             |
| <a href="#">100-404-47007</a>   | Transfer from General Fund          | 0.00                     | 13,000.00               | 0.00                | 0.00                | -13,000.00                             | 100.00 %             |
| <b>Department: 404 - Founders Day Total:</b>                          |                                     | <b>99,550.00</b>         | <b>112,550.00</b>       | <b>19,250.00</b>    | <b>56,000.00</b>    | <b>-56,550.00</b>                      | <b>50.24%</b>        |
| <b>Revenue Total:</b>   |                                     | <b>9,988,074.63</b>      | <b>10,051,570.63</b>    | <b>1,025,410.94</b> | <b>6,785,094.69</b> | <b>-3,266,475.94</b>                   | <b>32.50%</b>        |
| <b>Expense</b>  |                                     |                          |                         |                     |                     |  |                      |
| <b>Department: 000 - Undesignated</b>                                 |                                     |                          |                         |                     |                     |  |                      |
| <a href="#">100-000-60000</a>   | Salaries                            | 2,249,643.70             | 2,263,243.70            | 0.00                | 0.00                | 2,263,243.70                           | 100.00 %             |
| <a href="#">100-000-61000</a>   | Health Insurance                    | 224,269.22               | 224,269.22              | 0.00                | 148,427.47          | 75,841.75                              | 33.82 %              |
| <a href="#">100-000-61001</a>   | Dental Insurance                    | 14,498.88                | 14,498.88               | 0.00                | 0.00                | 14,498.88                              | 100.00 %             |
| <a href="#">100-000-61002</a>   | Medicare                            | 0.00                     | 0.00                    | 0.00                | 16.01               | -16.01                                 | 0.00 %               |
| <a href="#">100-000-61003</a>   | Social Security                     | 0.00                     | 0.00                    | 0.00                | 68.45               | -68.45                                 | 0.00 %               |
| <a href="#">100-000-61005</a>   | Federal Withholding                 | 180,413.74               | 181,706.14              | 0.00                | -3,400.57           | 185,106.71                             | 101.87 %             |
| <a href="#">100-000-61006</a>   | TMRS                                | 133,118.97               | 133,118.97              | 0.00                | 66.24               | 133,052.73                             | 99.95 %              |
| <a href="#">100-000-62009</a>   | Human Resources Consultant          | 10,000.00                | 10,000.00               | 2,117.00            | 9,887.93            | 112.07                                 | 1.12 %               |
| <a href="#">100-000-63004</a>   | Dues, Fees & Subscriptions          | 30,000.00                | 30,000.00               | 14,607.89           | 8,822.45            | 21,177.55                              | 70.59 %              |
| <a href="#">100-000-63005</a>   | Training/Continuing Education       | 83,623.90                | 83,623.90               | 1,205.26            | 10,820.54           | 72,803.36                              | 87.06 %              |
| <a href="#">100-000-64000</a>   | Office Supplies                     | 25,000.00                | 25,000.00               | 878.77              | 8,467.59            | 16,532.41                              | 66.13 %              |
| <a href="#">100-000-64004</a>   | Office Furniture and Equipment      | 6,000.00                 | 6,000.00                | 0.00                | 0.00                | 6,000.00                               | 100.00 %             |
| <a href="#">100-000-66002</a>   | Postage & Shipping                  | 3,200.00                 | 3,200.00                | 14.76               | 1,067.50            | 2,132.50                               | 66.64 %              |
| <a href="#">100-000-68004</a>   | Animal Control                      | 3,400.00                 | 3,400.00                | 0.00                | 3,400.00            | 0.00                                   | 0.00 %               |
| <a href="#">100-000-69002</a>   | Economic Development                | 10,000.00                | 10,000.00               | 0.00                | 10,000.00           | 0.00                                   | 0.00 %               |
| <a href="#">100-000-70001</a>   | Mileage                             | 2,000.00                 | 2,000.00                | 0.00                | 0.00                | 2,000.00                               | 100.00 %             |
| <a href="#">100-000-70002</a>   | Contingencies/Emergency Fund        | 50,000.00                | 50,000.00               | 0.00                | 1,215.00            | 48,785.00                              | 97.57 %              |
| <a href="#">100-000-70003</a>   | Other Expenses                      | 10,000.00                | 10,000.00               | 208.01              | 1,512.31            | 8,487.69                               | 84.88 %              |
| <a href="#">100-000-70009</a>   | Coronavirus Local Fiscal Recovery F | 0.00                     | 56,146.39               | 125.70              | 41,857.89           | 14,288.50                              | 25.45 %              |
| <a href="#">100-000-90000</a>   | Transfer to Reserve Fund            | 200,000.00               | 200,000.00              | 0.00                | 0.00                | 200,000.00                             | 100.00 %             |
| <a href="#">100-000-90002</a>   | Transfer to TIRZ                    | 450,244.23               | 450,244.23              | 0.00                | 0.00                | 450,244.23                             | 100.00 %             |
| <a href="#">100-000-90005</a>   | Transfer to DSRP                    | 75,000.00                | 178,000.00              | 0.00                | 0.00                | 178,000.00                             | 100.00 %             |
| <a href="#">100-000-90013</a>   | Transfer to Vehicle Replacement Fu  | 25,462.00                | 25,462.00               | 0.00                | 0.00                | 25,462.00                              | 100.00 %             |
| <a href="#">100-000-90014</a>   | Transfer to Founders Day            | 0.00                     | 13,000.00               | 0.00                | 0.00                | 13,000.00                              | 100.00 %             |
| <b>Department: 000 - Undesignated Total:</b>                          |                                     | <b>3,785,874.64</b>      | <b>3,972,913.43</b>     | <b>19,157.39</b>    | <b>242,228.81</b>   | <b>3,730,684.62</b>                    | <b>93.90%</b>        |
| <b>Department: 100 - City Council/Boards &amp; Commissions</b>        |                                     |                          |                         |                     |                     |  |                      |
| <a href="#">100-100-62010</a>   | Miscellaneous Consultant            | 7,500.00                 | 7,500.00                | 0.00                | 520.00              | 6,980.00                               | 93.07 %              |
| <a href="#">100-100-69000</a>   | Family Violence Center              | 7,000.00                 | 7,000.00                | 0.00                | 0.00                | 7,000.00                               | 100.00 %             |
| <a href="#">100-100-69008</a>   | Land Acquisition                    | 10,000.00                | 10,000.00               | 0.00                | 0.00                | 10,000.00                              | 100.00 %             |
| <b>Department: 100 - City Council/Boards &amp; Commissions Total:</b> |                                     | <b>24,500.00</b>         | <b>24,500.00</b>        | <b>0.00</b>         | <b>520.00</b>       | <b>23,980.00</b>                       | <b>97.88%</b>        |
| <b>Department: 101 - City Administrators Office</b>                   |                                     |                          |                         |                     |                     |  |                      |
| <a href="#">100-101-60000</a>   | Regular Employees                   | 0.00                     | 0.00                    | 34,417.15           | 226,746.36          | -226,746.36                            | 0.00 %               |
| <a href="#">100-101-60002</a>   | Overtime                            | 0.00                     | 0.00                    | 23.07               | 297.28              | -297.28                                | 0.00 %               |
| <a href="#">100-101-61000</a>   | Health Insurance                    | 0.00                     | 0.00                    | 1,689.54            | 10,981.18           | -10,981.18                             | 0.00 %               |
| <a href="#">100-101-61001</a>   | Dental Insurance                    | 0.00                     | 0.00                    | 138.96              | 903.24              | -903.24                                | 0.00 %               |
| <a href="#">100-101-61002</a>   | Medicare                            | 0.00                     | 0.00                    | 463.79              | 3,060.77            | -3,060.77                              | 0.00 %               |
| <a href="#">100-101-61003</a>   | Social Security                     | 0.00                     | 0.00                    | 1,983.05            | 10,727.57           | -10,727.57                             | 0.00 %               |
| <a href="#">100-101-61004</a>   | Unemployment                        | 0.00                     | 0.00                    | 69.30               | 575.99              | -575.99                                | 0.00 %               |
| <a href="#">100-101-61006</a>   | TMRS                                | 0.00                     | 0.00                    | 2,038.87            | 13,567.36           | -13,567.36                             | 0.00 %               |
| <b>Department: 101 - City Administrators Office Total:</b>            |                                     | <b>0.00</b>              | <b>0.00</b>             | <b>40,823.73</b>    | <b>266,859.75</b>   | <b>-266,859.75</b>                     | <b>0.00%</b>         |
| <b>Department: 102 - City Secretary</b>                               |                                     |                          |                         |                     |                     |  |                      |
| <a href="#">100-102-60000</a>   | Regular Employees                   | 0.00                     | 0.00                    | 6,153.84            | 40,307.66           | -40,307.66                             | 0.00 %               |
| <a href="#">100-102-60001</a>   | Part-time Employees                 | 0.00                     | 0.00                    | 754.39              | 5,400.09            | -5,400.09                              | 0.00 %               |
| <a href="#">100-102-61000</a>   | Health Insurance                    | 0.00                     | 0.00                    | 559.80              | 3,638.16            | -3,638.16                              | 0.00 %               |
| <a href="#">100-102-61001</a>   | Dental Insurance                    | 0.00                     | 0.00                    | 34.74               | 225.81              | -225.81                                | 0.00 %               |
| <a href="#">100-102-61002</a>   | Medicare                            | 0.00                     | 0.00                    | 99.02               | 655.27              | -655.27                                | 0.00 %               |

|  | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|--|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| <a href="#">100-102-61003</a>                  | 0.00                     | 0.00                    | 423.42             | 2,802.05           | -2,802.05                              | 0.00 %               |
| <a href="#">100-102-61004</a>                  | 0.00                     | 0.00                    | 12.07              | 209.24             | -209.24                                | 0.00 %               |
| <a href="#">100-102-61006</a>                  | 0.00                     | 0.00                    | 364.30             | 2,408.64           | -2,408.64                              | 0.00 %               |
| <a href="#">100-102-62000</a>                  | 8,000.00                 | 8,000.00                | 432.00             | 432.00             | 7,568.00                               | 94.60 %              |
| <a href="#">100-102-62018</a>                  | 5,350.00                 | 5,350.00                | 0.00               | 0.00               | 5,350.00                               | 100.00 %             |
| <a href="#">100-102-66003</a>                  | 6,000.00                 | 6,000.00                | 290.60             | 1,391.44           | 4,608.56                               | 76.81 %              |
| <a href="#">100-102-69003</a>                  | 1,220.00                 | 1,220.00                | 0.00               | 180.00             | 1,040.00                               | 85.25 %              |
| <a href="#">100-102-70001</a>                  | 0.00                     | 0.00                    | 0.00               | 305.66             | -305.66                                | 0.00 %               |
| <b>Department: 102 - City Secretary Total:</b> | <b>20,570.00</b>         | <b>20,570.00</b>        | <b>9,124.18</b>    | <b>57,956.02</b>   | <b>-37,386.02</b>                      | <b>-181.75%</b>      |
| <b>Department: 103 - Courts</b>                |                          |                         |                    |                    |  |                      |
| <a href="#">100-103-60001</a>                  | 0.00                     | 0.00                    | 875.00             | 875.00             | -875.00                                | 0.00 %               |
| <a href="#">100-103-61002</a>                  | 0.00                     | 0.00                    | 12.69              | 12.69              | -12.69                                 | 0.00 %               |
| <a href="#">100-103-61003</a>                  | 0.00                     | 0.00                    | 54.26              | 54.26              | -54.26                                 | 0.00 %               |
| <a href="#">100-103-61004</a>                  | 0.00                     | 0.00                    | 14.00              | 14.00              | -14.00                                 | 0.00 %               |
| <a href="#">100-103-62003</a>                  | 15,500.00                | 15,500.00               | 300.00             | 1,800.00           | 13,700.00                              | 88.39 %              |
| <a href="#">100-103-62010</a>                  | 0.00                     | 0.00                    | 0.00               | 162.50             | -162.50                                | 0.00 %               |
| <b>Department: 103 - Courts Total:</b>         | <b>15,500.00</b>         | <b>15,500.00</b>        | <b>1,255.95</b>    | <b>2,918.45</b>    | <b>12,581.55</b>                       | <b>81.17%</b>        |
| <b>Department: 104 - City Attorney</b>         |                          |                         |                    |                    |  |                      |
| <a href="#">100-104-60000</a>                  | 0.00                     | 0.00                    | 11,538.45          | 74,238.74          | -74,238.74                             | 0.00 %               |
| <a href="#">100-104-61000</a>                  | 0.00                     | 0.00                    | 564.12             | 3,666.78           | -3,666.78                              | 0.00 %               |
| <a href="#">100-104-61001</a>                  | 0.00                     | 0.00                    | 34.74              | 225.81             | -225.81                                | 0.00 %               |
| <a href="#">100-104-61002</a>                  | 0.00                     | 0.00                    | 159.38             | 1,024.93           | -1,024.93                              | 0.00 %               |
| <a href="#">100-104-61003</a>                  | 0.00                     | 0.00                    | 681.48             | 4,382.43           | -4,382.43                              | 0.00 %               |
| <a href="#">100-104-61004</a>                  | 0.00                     | 0.00                    | 0.00               | 144.00             | -144.00                                | 0.00 %               |
| <a href="#">100-104-61006</a>                  | 0.00                     | 0.00                    | 683.08             | 4,435.84           | -4,435.84                              | 0.00 %               |
| <a href="#">100-104-62003</a>                  | 59,000.00                | 44,107.60               | 90.00              | 7,277.81           | 36,829.79                              | 83.50 %              |
| <a href="#">100-104-62009</a>                  | 0.00                     | 0.00                    | 0.00               | 1,120.96           | -1,120.96                              | 0.00 %               |
| <b>Department: 104 - City Attorney Total:</b>  | <b>59,000.00</b>         | <b>44,107.60</b>        | <b>13,751.25</b>   | <b>96,517.30</b>   | <b>-52,409.70</b>                      | <b>-118.82%</b>      |
| <b>Department: 105 - Communications</b>        |                          |                         |                    |                    |  |                      |
| <a href="#">100-105-60000</a>                  | 0.00                     | 0.00                    | 5,661.54           | 36,961.24          | -36,961.24                             | 0.00 %               |
| <a href="#">100-105-61000</a>                  | 0.00                     | 0.00                    | 558.42             | 3,629.34           | -3,629.34                              | 0.00 %               |
| <a href="#">100-105-61001</a>                  | 0.00                     | 0.00                    | 34.74              | 225.81             | -225.81                                | 0.00 %               |
| <a href="#">100-105-61002</a>                  | 0.00                     | 0.00                    | 81.36              | 534.50             | -534.50                                | 0.00 %               |
| <a href="#">100-105-61003</a>                  | 0.00                     | 0.00                    | 347.86             | 2,285.30           | -2,285.30                              | 0.00 %               |
| <a href="#">100-105-61004</a>                  | 0.00                     | 0.00                    | 0.00               | 143.99             | -143.99                                | 0.00 %               |
| <a href="#">100-105-61006</a>                  | 0.00                     | 0.00                    | 335.16             | 2,208.64           | -2,208.64                              | 0.00 %               |
| <a href="#">100-105-66000</a>                  | 6,625.00                 | 6,625.00                | 0.00               | 6,625.00           | 0.00                                   | 0.00 %               |
| <a href="#">100-105-66005</a>                  | 7,488.00                 | 8,988.00                | 0.00               | 484.45             | 8,503.55                               | 94.61 %              |
| <b>Department: 105 - Communications Total:</b> | <b>14,113.00</b>         | <b>15,613.00</b>        | <b>7,019.08</b>    | <b>53,098.27</b>   | <b>-37,485.27</b>                      | <b>-240.09%</b>      |
| <b>Department: 106 - IT</b>                    |                          |                         |                    |                    |  |                      |
| <a href="#">100-106-60000</a>                  | 0.00                     | 0.00                    | 1,138.56           | 11,590.58          | -11,590.58                             | 0.00 %               |
| <a href="#">100-106-60002</a>                  | 0.00                     | 0.00                    | 0.00               | 57.26              | -57.26                                 | 0.00 %               |
| <a href="#">100-106-61000</a>                  | 0.00                     | 0.00                    | 7.19               | 1,387.99           | -1,387.99                              | 0.00 %               |
| <a href="#">100-106-61001</a>                  | 0.00                     | 0.00                    | 0.00               | 86.85              | -86.85                                 | 0.00 %               |
| <a href="#">100-106-61002</a>                  | 0.00                     | 0.00                    | 16.51              | 167.41             | -167.41                                | 0.00 %               |
| <a href="#">100-106-61003</a>                  | 0.00                     | 0.00                    | 70.59              | 715.89             | -715.89                                | 0.00 %               |
| <a href="#">100-106-61004</a>                  | 0.00                     | 0.00                    | 18.22              | 18.22              | -18.22                                 | 0.00 %               |
| <a href="#">100-106-61006</a>                  | 0.00                     | 0.00                    | 67.40              | 697.97             | -697.97                                | 0.00 %               |
| <a href="#">100-106-64001</a>                  | 70,890.00                | 70,890.00               | 15,181.15          | 33,890.56          | 36,999.44                              | 52.19 %              |
| <a href="#">100-106-64002</a>                  | 165,142.00               | 183,888.00              | 10,724.28          | 80,229.21          | 103,658.79                             | 56.37 %              |
| <a href="#">100-106-65000</a>                  | 31,000.00                | 31,000.00               | 1,856.67           | 9,320.66           | 21,679.34                              | 69.93 %              |
| <b>Department: 106 - IT Total:</b>             | <b>267,032.00</b>        | <b>285,778.00</b>       | <b>29,080.57</b>   | <b>138,162.60</b>  | <b>147,615.40</b>                      | <b>51.65%</b>        |
| <b>Department: 107 - Finance</b>               |                          |                         |                    |                    |  |                      |
| <a href="#">100-107-60000</a>                  | 0.00                     | 0.00                    | 14,079.03          | 92,037.30          | -92,037.30                             | 0.00 %               |
| <a href="#">100-107-60002</a>                  | 0.00                     | 0.00                    | 46.39              | 89.28              | -89.28                                 | 0.00 %               |
| <a href="#">100-107-61000</a>                  | 0.00                     | 0.00                    | 1,667.86           | 10,839.87          | -10,839.87                             | 0.00 %               |
| <a href="#">100-107-61001</a>                  | 0.00                     | 0.00                    | 104.22             | 677.43             | -677.43                                | 0.00 %               |

|  | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|--|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| <a href="#">100-107-61002</a>                              | 0.00                     | 0.00                    | 195.00             | 1,271.99           | -1,271.99                              | 0.00 %               |
| <a href="#">100-107-61003</a>                              | 0.00                     | 0.00                    | 833.82             | 5,439.09           | -5,439.09                              | 0.00 %               |
| <a href="#">100-107-61004</a>                              | 0.00                     | 0.00                    | 64.64              | 432.01             | -432.01                                | 0.00 %               |
| <a href="#">100-107-61006</a>                              | 0.00                     | 0.00                    | 836.23             | 5,505.14           | -5,505.14                              | 0.00 %               |
| <a href="#">100-107-62001</a>                              | 115,000.00               | 115,000.00              | 20,000.00          | 28,000.00          | 87,000.00                              | 75.65 %              |
| <a href="#">100-107-67000</a>                              | 20,850.00                | 20,850.00               | 0.00               | 9,755.50           | 11,094.50                              | 53.21 %              |
| <a href="#">100-107-67001</a>                              | 34,646.00                | 34,646.00               | 0.00               | 19,685.50          | 14,960.50                              | 43.18 %              |
| <a href="#">100-107-67002</a>                              | 25,000.00                | 25,000.00               | 0.00               | 17,843.00          | 7,157.00                               | 28.63 %              |
| <a href="#">100-107-70000</a>                              | 5,000.00                 | 5,000.00                | 0.00               | 0.00               | 5,000.00                               | 100.00 %             |
| <a href="#">100-107-70001</a>                              | 0.00                     | 0.00                    | 138.98             | 138.98             | -138.98                                | 0.00 %               |
| <a href="#">100-107-90003</a>                              | 759,225.14               | 914,946.14              | 64,497.39          | 480,417.83         | 434,528.31                             | 47.49 %              |
| <a href="#">100-107-90004</a>                              | 218,656.84               | 218,656.84              | 14,137.60          | 106,037.16         | 112,619.68                             | 51.51 %              |
| <b>Department: 107 - Finance Total:</b>                    | <b>1,178,377.98</b>      | <b>1,334,098.98</b>     | <b>116,601.16</b>  | <b>778,170.08</b>  | <b>555,928.90</b>                      | <b>41.67%</b>        |
| <b>Department: 200 - Planning &amp; Development</b>        |                          |                         |                    |                    |  |                      |
| <a href="#">100-200-60000</a>                              | 0.00                     | 0.00                    | 17,631.36          | 116,506.12         | -116,506.12                            | 0.00 %               |
| <a href="#">100-200-61000</a>                              | 0.00                     | 0.00                    | 1,676.54           | 11,402.89          | -11,402.89                             | 0.00 %               |
| <a href="#">100-200-61001</a>                              | 0.00                     | 0.00                    | 104.22             | 708.99             | -708.99                                | 0.00 %               |
| <a href="#">100-200-61002</a>                              | 0.00                     | 0.00                    | 248.31             | 1,641.00           | -1,641.00                              | 0.00 %               |
| <a href="#">100-200-61003</a>                              | 0.00                     | 0.00                    | 1,061.71           | 7,016.69           | -7,016.69                              | 0.00 %               |
| <a href="#">100-200-61004</a>                              | 0.00                     | 0.00                    | 30.00              | 572.31             | -572.31                                | 0.00 %               |
| <a href="#">100-200-61006</a>                              | 0.00                     | 0.00                    | 1,043.78           | 6,962.32           | -6,962.32                              | 0.00 %               |
| <a href="#">100-200-62002</a>                              | 70,000.00                | 94,000.00               | 0.00               | 0.00               | 94,000.00                              | 100.00 %             |
| <a href="#">100-200-62003</a>                              | 0.00                     | 0.00                    | 0.00               | 1,695.40           | -1,695.40                              | 0.00 %               |
| <a href="#">100-200-62005</a>                              | 50,000.00                | 50,000.00               | 0.00               | 29,450.73          | 20,549.27                              | 41.10 %              |
| <a href="#">100-200-62006</a>                              | 5,000.00                 | 5,000.00                | 455.22             | 767.72             | 4,232.28                               | 84.65 %              |
| <a href="#">100-200-62007</a>                              | 3,500.00                 | 3,500.00                | 750.00             | 2,111.41           | 1,388.59                               | 39.67 %              |
| <a href="#">100-200-62010</a>                              | 175,000.00               | 175,000.00              | 0.00               | 0.00               | 175,000.00                             | 100.00 %             |
| <a href="#">100-200-64003</a>                              | 0.00                     | 0.00                    | 0.00               | 481.76             | -481.76                                | 0.00 %               |
| <b>Department: 200 - Planning &amp; Development Total:</b> | <b>303,500.00</b>        | <b>327,500.00</b>       | <b>23,001.14</b>   | <b>179,317.34</b>  | <b>148,182.66</b>                      | <b>45.25%</b>        |
| <b>Department: 201 - Building</b>                          |                          |                         |                    |                    |  |                      |
| <a href="#">100-201-60000</a>                              | 0.00                     | 0.00                    | 11,516.40          | 71,998.23          | -71,998.23                             | 0.00 %               |
| <a href="#">100-201-60002</a>                              | 0.00                     | 0.00                    | 142.70             | 411.88             | -411.88                                | 0.00 %               |
| <a href="#">100-201-61000</a>                              | 0.00                     | 0.00                    | 1,659.64           | 10,285.03          | -10,285.03                             | 0.00 %               |
| <a href="#">100-201-61001</a>                              | 0.00                     | 0.00                    | 104.22             | 645.87             | -645.87                                | 0.00 %               |
| <a href="#">100-201-61002</a>                              | 0.00                     | 0.00                    | 166.48             | 1,033.65           | -1,033.65                              | 0.00 %               |
| <a href="#">100-201-61003</a>                              | 0.00                     | 0.00                    | 711.78             | 4,419.66           | -4,419.66                              | 0.00 %               |
| <a href="#">100-201-61004</a>                              | 0.00                     | 0.00                    | 71.74              | 500.31             | -500.31                                | 0.00 %               |
| <a href="#">100-201-61006</a>                              | 0.00                     | 0.00                    | 690.22             | 4,325.98           | -4,325.98                              | 0.00 %               |
| <a href="#">100-201-62004</a>                              | 750,000.00               | 750,000.00              | 355,336.63         | 559,341.80         | 190,658.20                             | 25.42 %              |
| <a href="#">100-201-62008</a>                              | 1,000.00                 | 1,000.00                | 0.00               | 247.50             | 752.50                                 | 75.25 %              |
| <a href="#">100-201-70001</a>                              | 0.00                     | 0.00                    | 0.00               | 32.70              | -32.70                                 | 0.00 %               |
| <b>Department: 201 - Building Total:</b>                   | <b>751,000.00</b>        | <b>751,000.00</b>       | <b>370,399.81</b>  | <b>653,242.61</b>  | <b>97,757.39</b>                       | <b>13.02%</b>        |
| <b>Department: 300 - Utilities</b>                         |                          |                         |                    |                    |  |                      |
| <a href="#">100-300-60000</a>                              | 0.00                     | 0.00                    | 10,469.07          | 67,937.72          | -67,937.72                             | 0.00 %               |
| <a href="#">100-300-60002</a>                              | 0.00                     | 0.00                    | 153.46             | 1,186.59           | -1,186.59                              | 0.00 %               |
| <a href="#">100-300-61000</a>                              | 0.00                     | 0.00                    | 1,114.40           | 7,241.56           | -7,241.56                              | 0.00 %               |
| <a href="#">100-300-61001</a>                              | 0.00                     | 0.00                    | 69.48              | 451.62             | -451.62                                | 0.00 %               |
| <a href="#">100-300-61002</a>                              | 0.00                     | 0.00                    | 143.21             | 931.97             | -931.97                                | 0.00 %               |
| <a href="#">100-300-61003</a>                              | 0.00                     | 0.00                    | 612.34             | 3,985.01           | -3,985.01                              | 0.00 %               |
| <a href="#">100-300-61004</a>                              | 0.00                     | 0.00                    | 2.28               | 288.01             | -288.01                                | 0.00 %               |
| <a href="#">100-300-61006</a>                              | 0.00                     | 0.00                    | 628.85             | 4,130.44           | -4,130.44                              | 0.00 %               |
| <a href="#">100-300-64003</a>                              | 0.00                     | 0.00                    | 0.00               | 1,497.20           | -1,497.20                              | 0.00 %               |
| <a href="#">100-300-70001</a>                              | 0.00                     | 0.00                    | 0.00               | 36.40              | -36.40                                 | 0.00 %               |
| <a href="#">100-300-71001</a>                              | 775,000.00               | 775,000.00              | 20,760.00          | 66,767.51          | 708,232.49                             | 91.38 %              |
| <b>Department: 300 - Utilities Total:</b>                  | <b>775,000.00</b>        | <b>775,000.00</b>       | <b>33,953.09</b>   | <b>154,454.03</b>  | <b>620,545.97</b>                      | <b>80.07%</b>        |
| <b>Department: 304 - Maintenance</b>                       |                          |                         |                    |                    |  |                      |
| <a href="#">100-304-60000</a>                              | 0.00                     | 0.00                    | 21,845.31          | 141,280.15         | -141,280.15                            | 0.00 %               |



|   | Original<br>Total Budget          | Current<br>Total Budget | Period<br>Activity  | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |               |
|---|-----------------------------------|-------------------------|---------------------|--------------------|--|----------------------|---------------|
| <a href="#">100-304-60002</a>                   | Overtime                          | 0.00                    | 0.00                | 442.68             | 3,222.37                               | -3,222.37            | 0.00 %        |
| <a href="#">100-304-60003</a>                   | On Call Pay                       | 0.00                    | 0.00                | 800.00             | 5,200.00                               | -5,200.00            | 0.00 %        |
| <a href="#">100-304-61000</a>                   | Health Insurance                  | 0.00                    | 0.00                | 3,333.14           | 21,248.74                              | -21,248.74           | 0.00 %        |
| <a href="#">100-304-61001</a>                   | Dental Insurance                  | 0.00                    | 0.00                | 208.44             | 1,329.10                               | -1,329.10            | 0.00 %        |
| <a href="#">100-304-61002</a>                   | Medicare                          | 0.00                    | 0.00                | 325.73             | 2,112.22                               | -2,112.22            | 0.00 %        |
| <a href="#">100-304-61003</a>                   | Social Security                   | 0.00                    | 0.00                | 1,392.85           | 9,031.76                               | -9,031.76            | 0.00 %        |
| <a href="#">100-304-61004</a>                   | Unemployment                      | 0.00                    | 0.00                | 163.74             | 903.68                                 | -903.68              | 0.00 %        |
| <a href="#">100-304-61006</a>                   | TMRS                              | 0.00                    | 0.00                | 1,366.80           | 8,943.97                               | -8,943.97            | 0.00 %        |
| <a href="#">100-304-63000</a>                   | Office Maintenance/Repairs        | 11,060.00               | 11,060.00           | 1,905.22           | 5,340.91                               | 5,719.09             | 51.71 %       |
| <a href="#">100-304-63001</a>                   | Equipment Maintenance             | 3,000.00                | 3,000.00            | 0.00               | 704.63                                 | 2,295.37             | 76.51 %       |
| <a href="#">100-304-63002</a>                   | Fleet Maintenance                 | 18,800.00               | 28,800.00           | 1,839.22           | 10,746.94                              | 18,053.06            | 62.68 %       |
| <a href="#">100-304-63008</a>                   | Stephenson Building & Lawn Maint  | 5,500.00                | 5,500.00            | 31.13              | 31.13                                  | 5,468.87             | 99.43 %       |
| <a href="#">100-304-63009</a>                   | Street/ROW Maintenance            | 184,250.00              | 184,250.00          | 910.66             | 16,269.19                              | 167,980.81           | 91.17 %       |
| <a href="#">100-304-63018</a>                   | Stephenson Building & Lawn Maint  | 700.00                  | 700.00              | 0.00               | 0.00                                   | 700.00               | 100.00 %      |
| <a href="#">100-304-64003</a>                   | Uniforms                          | 7,760.00                | 7,760.00            | 0.00               | 1,059.97                               | 6,700.03             | 86.34 %       |
| <a href="#">100-304-64004</a>                   | Office Furniture and Equipment    | 0.00                    | 0.00                | 42.76              | 49.75                                  | -49.75               | 0.00 %        |
| <a href="#">100-304-64006</a>                   | Fleet Acquisition                 | 210,700.00              | 210,700.00          | 0.00               | 41,153.49                              | 169,546.51           | 80.47 %       |
| <a href="#">100-304-64008</a>                   | Fuel                              | 0.00                    | 0.00                | 0.00               | 2,951.24                               | -2,951.24            | 0.00 %        |
| <a href="#">100-304-64009</a>                   | Maintenance Equipment             | 47,878.00               | 47,878.00           | 17.29              | 4,476.99                               | 43,401.01            | 90.65 %       |
| <a href="#">100-304-64010</a>                   | Maintenance Supplies              | 4,600.00                | 4,600.00            | 135.32             | 1,546.69                               | 3,053.31             | 66.38 %       |
| <a href="#">100-304-65001</a>                   | Street Electricity                | 20,000.00               | 20,000.00           | 1,413.32           | 8,533.76                               | 11,466.24            | 57.33 %       |
| <a href="#">100-304-65002</a>                   | City Streets Water                | 4,000.00                | 4,000.00            | 281.73             | 1,408.63                               | 2,591.37             | 64.78 %       |
| <a href="#">100-304-65003</a>                   | Office Electricity                | 4,500.00                | 4,500.00            | 489.35             | 2,442.33                               | 2,057.67             | 45.73 %       |
| <a href="#">100-304-65004</a>                   | Office Water                      | 650.00                  | 650.00              | 40.38              | 208.90                                 | 441.10               | 67.86 %       |
| <a href="#">100-304-65005</a>                   | Stephenson Bldg Electric          | 1,500.00                | 1,500.00            | 85.99              | 512.77                                 | 987.23               | 65.82 %       |
| <a href="#">100-304-65006</a>                   | Stephenson Water                  | 500.00                  | 500.00              | 35.41              | 176.82                                 | 323.18               | 64.64 %       |
| <a href="#">100-304-65009</a>                   | Triangle Electric                 | 500.00                  | 500.00              | 38.25              | 229.50                                 | 270.50               | 54.10 %       |
| <a href="#">100-304-65010</a>                   | Triangle Water                    | 500.00                  | 500.00              | 35.41              | 177.50                                 | 322.50               | 64.50 %       |
| <a href="#">100-304-69001</a>                   | Lighting Compliance               | 2,000.00                | 2,000.00            | 0.00               | 0.00                                   | 2,000.00             | 100.00 %      |
| <a href="#">100-304-69010</a>                   | Downtown Bathroom                 | 100,000.00              | 100,000.00          | 0.00               | 0.00                                   | 100,000.00           | 100.00 %      |
| <a href="#">100-304-70001</a>                   | Mileage                           | 0.00                    | 0.00                | 0.00               | 26.33                                  | -26.33               | 0.00 %        |
| <a href="#">100-304-71002</a>                   | Street Improvements               | 592,087.25              | 592,087.25          | 0.00               | 298,379.26                             | 293,707.99           | 49.61 %       |
| <a href="#">100-304-71003</a>                   | City Hall Improvements            | 5,000.00                | 5,000.00            | 0.00               | 543.16                                 | 4,456.84             | 89.14 %       |
| <b>Department: 304 - Maintenance Total:</b>     |                                   | <b>1,225,485.25</b>     | <b>1,235,485.25</b> | <b>37,180.13</b>   | <b>590,241.88</b>                      | <b>645,243.37</b>    | <b>52.23%</b> |
| <b>Department: 400 - Parks &amp; Recreation</b> |                                   |                         |                     |                    |  |                      |               |
| <a href="#">100-400-60000</a>                   | Regular Employees                 | 0.00                    | 0.00                | 15,168.36          | 70,919.26                              | -70,919.26           | 0.00 %        |
| <a href="#">100-400-60001</a>                   | Part-time Employees               | 2,500.00                | 2,500.00            | 0.00               | 0.00                                   | 2,500.00             | 100.00 %      |
| <a href="#">100-400-61000</a>                   | Health Insurance                  | 0.00                    | 0.00                | 8.82               | 3,677.79                               | -3,677.79            | 0.00 %        |
| <a href="#">100-400-61001</a>                   | Dental Insurance                  | 0.00                    | 0.00                | 0.00               | 225.81                                 | -225.81              | 0.00 %        |
| <a href="#">100-400-61002</a>                   | Medicare                          | 0.00                    | 0.00                | 219.94             | 930.48                                 | -930.48              | 0.00 %        |
| <a href="#">100-400-61003</a>                   | Social Security                   | 0.00                    | 0.00                | 940.43             | 3,978.78                               | -3,978.78            | 0.00 %        |
| <a href="#">100-400-61004</a>                   | Unemployment                      | 0.00                    | 0.00                | 43.44              | 352.44                                 | -352.44              | 0.00 %        |
| <a href="#">100-400-61006</a>                   | TMRS                              | 0.00                    | 0.00                | 897.98             | 4,235.14                               | -4,235.14            | 0.00 %        |
| <a href="#">100-400-62011</a>                   | Park Consultant                   | 0.00                    | 10,000.00           | 0.00               | 4,400.00                               | 5,600.00             | 56.00 %       |
| <a href="#">100-400-63004</a>                   | Dues, Fees & Subscriptions        | 1,337.50                | 1,337.50            | 174.50             | 1,666.90                               | -329.40              | -24.63 %      |
| <a href="#">100-400-63010</a>                   | Sports & Rec Park Lawn Mainten    | 0.00                    | 0.00                | 0.00               | 1,170.00                               | -1,170.00            | 0.00 %        |
| <a href="#">100-400-63011</a>                   | Founders Park Lawn Maintenance    | 0.00                    | 0.00                | 0.00               | 1,520.00                               | -1,520.00            | 0.00 %        |
| <a href="#">100-400-63012</a>                   | Charro Ranch Landscaping          | 0.00                    | 0.00                | 0.00               | 995.00                                 | -995.00              | 0.00 %        |
| <a href="#">100-400-63013</a>                   | General Parks Maintenance         | 1,000.00                | 1,000.00            | 162.64             | 478.03                                 | 521.97               | 52.20 %       |
| <a href="#">100-400-63015</a>                   | Founders Park/Pool Maintenance    | 0.00                    | 0.00                | 9.87               | 45.04                                  | -45.04               | 0.00 %        |
| <a href="#">100-400-63016</a>                   | Sports & Rec Park Maintenance     | 51,920.00               | 56,519.00           | 4,694.40           | 16,678.95                              | 39,840.05            | 70.49 %       |
| <a href="#">100-400-63017</a>                   | Charro Ranch Park Maintenance     | 7,700.00                | 7,700.00            | 9.99               | 9.99                                   | 7,690.01             | 99.87 %       |
| <a href="#">100-400-63018</a>                   | Triangle/Veterans Park Maintenanc | 0.00                    | 0.00                | 0.00               | 4.46                                   | -4.46                | 0.00 %        |
| <a href="#">100-400-64005</a>                   | Equipment Rental                  | 1,000.00                | 1,000.00            | 0.00               | 0.00                                   | 1,000.00             | 100.00 %      |
| <a href="#">100-400-64011</a>                   | Park Supplies                     | 3,000.00                | 3,000.00            | 13.99              | 1,343.91                               | 1,656.09             | 55.20 %       |
| <a href="#">100-400-64012</a>                   | Charro Ranch Supplies             | 1,500.00                | 1,500.00            | 0.00               | 100.00                                 | 1,400.00             | 93.33 %       |
| <a href="#">100-400-64013</a>                   | Founders Park/Pool Supplies       | 43,375.00               | 43,375.00           | 0.00               | 100.18                                 | 43,274.82            | 99.77 %       |
| <a href="#">100-400-64014</a>                   | Sports & Rec Park Supplies        | 400.00                  | 400.00              | 0.00               | 0.00                                   | 400.00               | 100.00 %      |



|  |                                    | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|--|------------------------------------|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| <a href="#">100-400-64015</a>                          | Park Program & Event Supplies      | 1,500.00                 | 13,740.00               | 0.00               | 586.65             | 13,153.35                              | 95.73 %              |
| <a href="#">100-400-65007</a>                          | Portable Toilets                   | 5,000.00                 | 5,000.00                | 710.00             | 3,577.50           | 1,422.50                               | 28.45 %              |
| <a href="#">100-400-65011</a>                          | Sports & Rec Park Water            | 14,500.00                | 14,500.00               | 6,876.11           | -10,901.21         | 25,401.21                              | 175.18 %             |
| <a href="#">100-400-65012</a>                          | Sports & Rec Park Electricity      | 1,200.00                 | 2,500.00                | -24.81             | 1,046.41           | 1,453.59                               | 58.14 %              |
| <a href="#">100-400-65013</a>                          | FMP Pool/Pavilion Water            | 6,000.00                 | 6,000.00                | 188.69             | 1,284.80           | 4,715.20                               | 78.59 %              |
| <a href="#">100-400-65014</a>                          | Founders Park/Pool Electricity     | 4,500.00                 | 4,500.00                | 491.64             | 3,088.60           | 1,411.40                               | 31.36 %              |
| <a href="#">100-400-66001</a>                          | Advertising                        | 6,500.00                 | 6,500.00                | -21.45             | 259.95             | 6,240.05                               | 96.00 %              |
| <a href="#">100-400-66004</a>                          | City Sponsored Events              | 5,000.00                 | 5,000.00                | 0.00               | 0.00               | 5,000.00                               | 100.00 %             |
| <a href="#">100-400-70003</a>                          | Other Expenses                     | 11,500.00                | 11,500.00               | 0.00               | 6,705.00           | 4,795.00                               | 41.70 %              |
| <a href="#">100-400-70007</a>                          | Sponsored Events                   | 0.00                     | 0.00                    | 1,223.96           | 3,889.07           | -3,889.07                              | 0.00 %               |
| <a href="#">100-400-71004</a>                          | All Parks Improvements             | 0.00                     | 32,942.50               | 1,742.50           | 19,532.72          | 13,409.78                              | 40.71 %              |
| <a href="#">100-400-71005</a>                          | Founders Park/Pool Improvmts       | 67,731.40                | 67,731.40               | 9,526.05           | 19,052.10          | 48,679.30                              | 71.87 %              |
| <a href="#">100-400-71006</a>                          | Sports & Rec Park Improvements     | 0.00                     | 0.00                    | 0.00               | 56.99              | -56.99                                 | 0.00 %               |
| <a href="#">100-400-71007</a>                          | Charro Ranch Improvements          | 1,800.00                 | 1,800.00                | 0.00               | 0.00               | 1,800.00                               | 100.00 %             |
| <a href="#">100-400-71009</a>                          | Triangle Improvements              | 2,000.00                 | 2,000.00                | 0.00               | 0.00               | 2,000.00                               | 100.00 %             |
| <b>Department: 400 - Parks &amp; Recreation Total:</b> |                                    | <b>240,963.90</b>        | <b>302,045.40</b>       | <b>43,057.05</b>   | <b>161,010.74</b>  | <b>141,034.66</b>                      | <b>46.69%</b>        |
| <b>Department: 401 - DSRP</b>                          |                                    |                          |                         |                    |                    |  |                      |
| <a href="#">100-401-60000</a>                          | Regular Employees                  | 376,654.59               | 376,654.59              | 25,280.06          | 159,412.83         | 217,241.76                             | 57.68 %              |
| <a href="#">100-401-60002</a>                          | Overtime                           | 0.00                     | 0.00                    | 120.24             | 1,956.23           | -1,956.23                              | 0.00 %               |
| <a href="#">100-401-60003</a>                          | On Call Pay                        | 0.00                     | 0.00                    | 800.00             | 5,200.00           | -5,200.00                              | 0.00 %               |
| <a href="#">100-401-61000</a>                          | Health Insurance                   | 50,274.49                | 50,274.49               | 3,338.78           | 21,833.17          | 28,441.32                              | 56.57 %              |
| <a href="#">100-401-61001</a>                          | Dental Insurance                   | 3,161.76                 | 3,161.76                | 208.44             | 1,363.25           | 1,798.51                               | 56.88 %              |
| <a href="#">100-401-61002</a>                          | Medicare                           | 0.00                     | 0.00                    | 361.35             | 2,294.39           | -2,294.39                              | 0.00 %               |
| <a href="#">100-401-61003</a>                          | Social Security                    | 0.00                     | 0.00                    | 1,545.06           | 9,810.23           | -9,810.23                              | 0.00 %               |
| <a href="#">100-401-61004</a>                          | Unemployment                       | 0.00                     | 0.00                    | 252.90             | 1,325.71           | -1,325.71                              | 0.00 %               |
| <a href="#">100-401-61005</a>                          | Federal Withholding                | 30,032.28                | 30,032.28               | 0.00               | 0.00               | 30,032.28                              | 100.00 %             |
| <a href="#">100-401-61006</a>                          | TMRS                               | 19,323.28                | 19,323.28               | 1,435.86           | 9,344.09           | 9,979.19                               | 51.64 %              |
| <a href="#">100-401-65000</a>                          | Network/Phone                      | 500.00                   | 500.00                  | 0.00               | 0.00               | 500.00                                 | 100.00 %             |
| <a href="#">100-401-65017</a>                          | Electricity                        | 500.00                   | 500.00                  | 0.00               | 0.00               | 500.00                                 | 100.00 %             |
| <b>Department: 401 - DSRP Total:</b>                   |                                    | <b>480,446.40</b>        | <b>480,446.40</b>       | <b>33,342.69</b>   | <b>212,539.90</b>  | <b>267,906.50</b>                      | <b>55.76%</b>        |
| <b>Department: 402 - Aquatics</b>                      |                                    |                          |                         |                    |                    |  |                      |
| <a href="#">100-402-60000</a>                          | Regular Employees                  | 0.00                     | 0.00                    | 4,000.00           | 25,940.00          | -25,940.00                             | 0.00 %               |
| <a href="#">100-402-60007</a>                          | Aquatic Staff                      | 70,591.24                | 70,591.24               | 0.00               | 0.00               | 70,591.24                              | 100.00 %             |
| <a href="#">100-402-61000</a>                          | Health Insurance                   | 0.00                     | 0.00                    | 553.76             | 3,322.56           | -3,322.56                              | 0.00 %               |
| <a href="#">100-402-61001</a>                          | Dental Insurance                   | 0.00                     | 0.00                    | 34.74              | 208.44             | -208.44                                | 0.00 %               |
| <a href="#">100-402-61002</a>                          | Medicare                           | 0.00                     | 0.00                    | 58.00              | 376.13             | -376.13                                | 0.00 %               |
| <a href="#">100-402-61003</a>                          | Social Security                    | 0.00                     | 0.00                    | 248.00             | 1,608.28           | -1,608.28                              | 0.00 %               |
| <a href="#">100-402-61004</a>                          | Unemployment                       | 0.00                     | 0.00                    | 16.00              | 144.00             | -144.00                                | 0.00 %               |
| <a href="#">100-402-61006</a>                          | TMRS                               | 0.00                     | 0.00                    | 236.80             | 1,439.60           | -1,439.60                              | 0.00 %               |
| <a href="#">100-402-63015</a>                          | Founders Park/Pool Maintenance     | 28,240.00                | 28,240.00               | 0.00               | 684.30             | 27,555.70                              | 97.58 %              |
| <a href="#">100-402-64022</a>                          | Pool Chemicals                     | 0.00                     | 0.00                    | 0.00               | 3,502.00           | -3,502.00                              | 0.00 %               |
| <a href="#">100-402-65000</a>                          | Network/Phone                      | 1,500.00                 | 1,500.00                | 140.49             | 817.84             | 682.16                                 | 45.48 %              |
| <a href="#">100-402-65019</a>                          | Propane/Natural Gas                | 20,000.00                | 20,000.00               | 0.00               | 0.00               | 20,000.00                              | 100.00 %             |
| <b>Department: 402 - Aquatics Total:</b>               |                                    | <b>120,331.24</b>        | <b>120,331.24</b>       | <b>5,287.79</b>    | <b>38,043.15</b>   | <b>82,288.09</b>                       | <b>68.38%</b>        |
| <b>Department: 404 - Founders Day</b>                  |                                    |                          |                         |                    |                    |  |                      |
| <a href="#">100-404-63019</a>                          | FD Clean Up                        | 5,060.00                 | 5,060.00                | 0.00               | 0.00               | 5,060.00                               | 100.00 %             |
| <a href="#">100-404-64016</a>                          | FD Event Supplies                  | 7,000.00                 | 7,000.00                | 0.00               | 0.00               | 7,000.00                               | 100.00 %             |
| <a href="#">100-404-64017</a>                          | FD Event Tent, Table, & Chairs     | 4,500.00                 | 4,500.00                | 0.00               | 0.00               | 4,500.00                               | 100.00 %             |
| <a href="#">100-404-64018</a>                          | FD Barricades                      | 19,874.00                | 19,874.00               | 0.00               | 0.00               | 19,874.00                              | 100.00 %             |
| <a href="#">100-404-65007</a>                          | Portable Toilets                   | 7,150.00                 | 7,150.00                | 0.00               | 0.00               | 7,150.00                               | 100.00 %             |
| <a href="#">100-404-65016</a>                          | FD Electricity                     | 6,400.00                 | 6,400.00                | 0.00               | 0.00               | 6,400.00                               | 100.00 %             |
| <a href="#">100-404-66008</a>                          | FD Parade                          | 650.00                   | 650.00                  | 0.00               | 0.00               | 650.00                                 | 100.00 %             |
| <a href="#">100-404-66009</a>                          | FD Publicity                       | 8,500.00                 | 8,500.00                | 2,000.00           | 2,138.02           | 6,361.98                               | 74.85 %              |
| <a href="#">100-404-66010</a>                          | Events, Entertainment & Activities | 15,000.00                | 15,000.00               | 0.00               | 0.00               | 15,000.00                              | 100.00 %             |
| <a href="#">100-404-66012</a>                          | FD Sponsorship                     | 5,000.00                 | 5,000.00                | 0.00               | 0.00               | 5,000.00                               | 100.00 %             |
| <a href="#">100-404-68005</a>                          | FD Security                        | 20,000.00                | 33,000.00               | 0.00               | 6,887.98           | 26,112.02                              | 79.13 %              |

|   | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|---|--------------------------|-------------------------|--------------------|---------------------|--|----------------------|
| <a href="#">100-404-70002</a> FD Contingencies                  | 416.00                   | 416.00                  | 774.00             | 2,763.00            | -2,347.00                              | -564.18 %            |
| <b>Department: 404 - Founders Day Total:</b>                    | <b>99,550.00</b>         | <b>112,550.00</b>       | <b>2,774.00</b>    | <b>11,789.00</b>    | <b>100,761.00</b>                      | <b>89.53%</b>        |
| <b>Department: 500 - Emergency Management</b>                   |                          |                         |                    |                     |  |                      |
| <a href="#">100-500-60000</a> Regular Employees                 | 0.00                     | 0.00                    | 5,000.00           | 32,926.75           | -32,926.75                             | 0.00 %               |
| <a href="#">100-500-60002</a> Overtime                          | 0.00                     | 0.00                    | 0.00               | 281.25              | -281.25                                | 0.00 %               |
| <a href="#">100-500-61000</a> Health Insurance                  | 0.00                     | 0.00                    | 14.04              | 90.72               | -90.72                                 | 0.00 %               |
| <a href="#">100-500-61001</a> Dental Insurance                  | 0.00                     | 0.00                    | 34.74              | 225.81              | -225.81                                | 0.00 %               |
| <a href="#">100-500-61002</a> Medicare                          | 0.00                     | 0.00                    | 72.50              | 481.52              | -481.52                                | 0.00 %               |
| <a href="#">100-500-61003</a> Social Security                   | 0.00                     | 0.00                    | 310.00             | 2,058.90            | -2,058.90                              | 0.00 %               |
| <a href="#">100-500-61004</a> Unemployment                      | 0.00                     | 0.00                    | 0.00               | 144.00              | -144.00                                | 0.00 %               |
| <a href="#">100-500-61006</a> TMRS                              | 0.00                     | 0.00                    | 296.00             | 1,984.31            | -1,984.31                              | 0.00 %               |
| <a href="#">100-500-64003</a> Uniforms                          | 0.00                     | 0.00                    | 0.00               | 254.00              | -254.00                                | 0.00 %               |
| <a href="#">100-500-68000</a> Emergency Management Equip        | 50,970.00                | 50,970.00               | 35,141.97          | 43,004.40           | 7,965.60                               | 15.63 %              |
| <a href="#">100-500-68001</a> Emergency Fire & Safety           | 2,118.00                 | 2,118.00                | 83.00              | 498.00              | 1,620.00                               | 76.49 %              |
| <a href="#">100-500-68002</a> Emergency Management PR           | 2,000.00                 | 2,000.00                | 0.00               | 505.00              | 1,495.00                               | 74.75 %              |
| <a href="#">100-500-68003</a> Emergency Equipment Maint         | 5,860.00                 | 5,860.00                | 0.00               | 694.78              | 5,165.22                               | 88.14 %              |
| <b>Department: 500 - Emergency Management Total:</b>            | <b>60,948.00</b>         | <b>60,948.00</b>        | <b>40,952.25</b>   | <b>83,149.44</b>    | <b>-22,201.44</b>                      | <b>-36.43%</b>       |
| <b>Expense Total:</b>   | <b>9,422,192.41</b>      | <b>9,878,387.30</b>     | <b>826,761.26</b>  | <b>3,720,219.37</b> | <b>6,158,167.93</b>                    | <b>62.34%</b>        |
| <b>Fund: 100 - General Fund Surplus (Deficit):</b>              | <b>565,882.22</b>        | <b>173,183.33</b>       | <b>198,649.68</b>  | <b>3,064,875.32</b> | <b>2,891,691.99</b>                    | <b>-1,669.73%</b>    |
| <b>Fund: 200 - Dripping Springs Ranch Park</b>                  |                          |                         |                    |                     |  |                      |
| <b>Revenue</b>  |                          |                         |                    |                     |  |                      |
| <b>Department: 401 - DSRP</b>                                   |                          |                         |                    |                     |  |                      |
| <a href="#">200-401-42008</a> Riding Permit Fees                | 10,000.00                | 10,000.00               | 1,140.00           | 8,075.00            | -1,925.00                              | 19.25 %              |
| <a href="#">200-401-43010</a> Stall Rental Fees                 | 39,200.00                | 39,200.00               | 9,700.00           | 24,199.75           | -15,000.25                             | 38.27 %              |
| <a href="#">200-401-43011</a> RV Site Rental Fees               | 19,000.00                | 19,000.00               | 1,545.00           | 17,295.00           | -1,705.00                              | 8.97 %               |
| <a href="#">200-401-43012</a> Facility Rental Fees              | 135,500.00               | 135,500.00              | 13,893.75          | 76,822.50           | -58,677.50                             | 43.30 %              |
| <a href="#">200-401-43013</a> Equipment Rental Fees             | 5,000.00                 | 5,000.00                | 50.00              | 1,304.38            | -3,695.62                              | 73.91 %              |
| <a href="#">200-401-43014</a> Staff & Miscellaneous Fees        | 4,000.00                 | 4,000.00                | 870.00             | 2,650.00            | -1,350.00                              | 33.75 %              |
| <a href="#">200-401-43015</a> Cleaning Fees                     | 25,000.00                | 25,000.00               | 1,550.00           | 12,475.00           | -12,525.00                             | 50.10 %              |
| <a href="#">200-401-44000</a> Sponsorships & Donations          | 136,275.00               | 52,275.00               | 1,507.00           | 6,852.50            | -45,422.50                             | 86.89 %              |
| <a href="#">200-401-44002</a> Program & Event Fees              | 84,275.00                | 0.00                    | 43,502.00          | 102,183.45          | 102,183.45                             | 0.00 %               |
| <a href="#">200-401-44005</a> Coyote Camp                       | 0.00                     | 74,925.00               | 0.00               | 0.00                | -74,925.00                             | 100.00 %             |
| <a href="#">200-401-44006</a> Riding Series                     | 0.00                     | 84,000.00               | 0.00               | 0.00                | -84,000.00                             | 100.00 %             |
| <a href="#">200-401-44007</a> Miscellaneous Events              | 0.00                     | 9,350.00                | 0.00               | 0.00                | -9,350.00                              | 100.00 %             |
| <a href="#">200-401-46001</a> Other Revenues                    | 4,000.00                 | 4,000.00                | 20.00              | 200.00              | -3,800.00                              | 95.00 %              |
| <a href="#">200-401-46002</a> Interest                          | 600.00                   | 600.00                  | 105.34             | 527.64              | -72.36                                 | 12.06 %              |
| <a href="#">200-401-46003</a> Sponsorships/Donations            | 0.00                     | 0.00                    | 0.00               | 3.00                | 3.00                                   | 0.00 %               |
| <a href="#">200-401-46006</a> Merchandise Sales                 | 21,300.00                | 21,300.00               | -100.00            | 8,009.00            | -13,291.00                             | 62.40 %              |
| <a href="#">200-401-47004</a> Transfer from Ag Facility Fund    | 37,065.00                | 37,065.00               | 0.00               | 0.00                | -37,065.00                             | 100.00 %             |
| <a href="#">200-401-47005</a> Transfer from HOT Fund            | 253,501.87               | 335,701.87              | 0.00               | 0.00                | -335,701.87                            | 100.00 %             |
| <a href="#">200-401-47006</a> Transfer for RV Parking Lot - HOT | 0.00                     | 47,800.00               | 0.00               | 0.00                | -47,800.00                             | 100.00 %             |
| <a href="#">200-401-47007</a> Transfer from General Fund        | 75,000.00                | 178,000.00              | 0.00               | 0.00                | -178,000.00                            | 100.00 %             |
| <a href="#">200-401-47008</a> Transfer from TWDB                | 151,500.00               | 0.00                    | 0.00               | 0.00                | 0.00                                   | 0.00 %               |
| <b>Department: 401 - DSRP Total:</b>                            | <b>1,001,216.87</b>      | <b>1,082,716.87</b>     | <b>73,783.09</b>   | <b>260,597.22</b>   | <b>-822,119.65</b>                     | <b>75.93%</b>        |
| <b>Revenue Total:</b>   | <b>1,001,216.87</b>      | <b>1,082,716.87</b>     | <b>73,783.09</b>   | <b>260,597.22</b>   | <b>-822,119.65</b>                     | <b>75.93%</b>        |
| <b>Expense</b>  |                          |                         |                    |                     |  |                      |
| <b>Department: 400 - Parks &amp; Recreation</b>                 |                          |                         |                    |                     |  |                      |
| <a href="#">200-400-63035</a> Ranch House Maintenance           | 1,000.00                 | 1,000.00                | 900.00             | 3,517.66            | -2,517.66                              | -251.77 %            |
| <a href="#">200-400-64024</a> Ranch House Supplies              | 1,000.00                 | 1,000.00                | 54.87              | 54.87               | 945.13                                 | 94.51 %              |
| <b>Department: 400 - Parks &amp; Recreation Total:</b>          | <b>2,000.00</b>          | <b>2,000.00</b>         | <b>954.87</b>      | <b>3,572.53</b>     | <b>-1,572.53</b>                       | <b>-78.63%</b>       |
| <b>Department: 401 - DSRP</b>                                   |                          |                         |                    |                     |  |                      |
| <a href="#">200-401-60003</a> On Call Pay                       | 10,400.00                | 10,400.00               | 0.00               | 0.00                | 10,400.00                              | 100.00 %             |
| <a href="#">200-401-60005</a> Camp Staff                        | 64,054.20                | 64,054.20               | 0.00               | 0.00                | 64,054.20                              | 100.00 %             |
| <a href="#">200-401-62003</a> Special Counsel and Consultants   | 0.00                     | 0.00                    | 0.00               | 1,141.80            | -1,141.80                              | 0.00 %               |
| <a href="#">200-401-63000</a> Building/Office Maintenance       | 0.00                     | 0.00                    | 1,423.24           | 17,066.95           | -17,066.95                             | 0.00 %               |
| <a href="#">200-401-63001</a> Equipment Maintenance             | 16,000.00                | 16,000.00               | 3,954.64           | 13,301.20           | 2,698.80                               | 16.87 %              |

|   |                                    | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|---|------------------------------------|--------------------------|-------------------------|--------------------|--------------------|--|----------------------|
| <a href="#">200-401-63002</a>                                     | Fleet Maintenance                  | 2,500.00                 | 2,500.00                | 0.00               | 0.00               | 2,500.00                               | 100.00 %             |
| <a href="#">200-401-63003</a>                                     | Lawn Maintenance                   | 0.00                     | 0.00                    | 0.00               | 2,560.00           | -2,560.00                              | 0.00 %               |
| <a href="#">200-401-63004</a>                                     | Dues, Fees & Subscriptions         | 9,561.94                 | 9,561.94                | 1,685.00           | 12,541.47          | -2,979.53                              | -31.16 %             |
| <a href="#">200-401-63005</a>                                     | Training/Continuing Education      | 400.00                   | 400.00                  | 0.00               | 164.95             | 235.05                                 | 58.76 %              |
| <a href="#">200-401-63023</a>                                     | General Maintenance                | 118,518.92               | 133,518.92              | 676.89             | 7,719.79           | 125,799.13                             | 94.22 %              |
| <a href="#">200-401-63024</a>                                     | Stall Cleaning & Repair            | 2,000.00                 | 2,000.00                | 537.60             | 537.60             | 1,462.40                               | 73.12 %              |
| <a href="#">200-401-63033</a>                                     | Program Fees                       | 0.00                     | 0.00                    | 0.00               | 1,944.54           | -1,944.54                              | 0.00 %               |
| <a href="#">200-401-64000</a>                                     | Office Supplies                    | 10,000.00                | 10,000.00               | 279.39             | 2,143.28           | 7,856.72                               | 78.57 %              |
| <a href="#">200-401-64001</a>                                     | IT Equipment                       | 0.00                     | 0.00                    | 0.00               | 19.10              | -19.10                                 | 0.00 %               |
| <a href="#">200-401-64002</a>                                     | Software                           | 0.00                     | 0.00                    | 2,031.49           | 2,063.41           | -2,063.41                              | 0.00 %               |
| <a href="#">200-401-64003</a>                                     | Uniforms                           | 0.00                     | 0.00                    | 0.00               | -0.01              | 0.01                                   | 0.00 %               |
| <a href="#">200-401-64004</a>                                     | Office Furniture and Equipment     | 0.00                     | 0.00                    | 321.45             | 491.44             | -491.44                                | 0.00 %               |
| <a href="#">200-401-64005</a>                                     | Equipment Rental                   | 2,000.00                 | 2,000.00                | 0.00               | 319.95             | 1,680.05                               | 84.00 %              |
| <a href="#">200-401-64006</a>                                     | Fleet Acquisition                  | 15,000.00                | 15,000.00               | 0.00               | 0.00               | 15,000.00                              | 100.00 %             |
| <a href="#">200-401-64008</a>                                     | Fuel                               | 0.00                     | 0.00                    | 1,892.84           | 3,138.45           | -3,138.45                              | 0.00 %               |
| <a href="#">200-401-64009</a>                                     | Maintenance Equipment              | 0.00                     | 0.00                    | 0.00               | 2,467.00           | -2,467.00                              | 0.00 %               |
| <a href="#">200-401-64010</a>                                     | Maintenance Supplies               | 0.00                     | 0.00                    | 0.00               | 538.78             | -538.78                                | 0.00 %               |
| <a href="#">200-401-64011</a>                                     | Park Supplies                      | 21,000.00                | 21,000.00               | 0.00               | 0.00               | 21,000.00                              | 100.00 %             |
| <a href="#">200-401-64015</a>                                     | Park Program & Event Supplies      | 13,950.00                | 0.00                    | 1,125.10           | 27,909.56          | -27,909.56                             | 0.00 %               |
| <a href="#">200-401-64021</a>                                     | Merchandise                        | 11,402.63                | 11,402.63               | 0.00               | 5,283.00           | 6,119.63                               | 53.67 %              |
| <a href="#">200-401-64023</a>                                     | Equipment                          | 26,922.00                | 26,922.00               | 0.00               | 267.38             | 26,654.62                              | 99.01 %              |
| <a href="#">200-401-64026</a>                                     | Sponsorship Expenses               | 0.00                     | 2,050.00                | 0.00               | 0.00               | 2,050.00                               | 100.00 %             |
| <a href="#">200-401-64027</a>                                     | Coyote Camp                        | 0.00                     | 8,250.00                | 0.00               | 0.00               | 8,250.00                               | 100.00 %             |
| <a href="#">200-401-64028</a>                                     | Riding Series                      | 0.00                     | 32,000.00               | 0.00               | 0.00               | 32,000.00                              | 100.00 %             |
| <a href="#">200-401-64029</a>                                     | Miscellaneous Events               | 0.00                     | 6,400.00                | 0.00               | 0.00               | 6,400.00                               | 100.00 %             |
| <a href="#">200-401-65000</a>                                     | Network/Phone                      | 56,304.00                | 56,304.00               | 609.01             | 3,654.06           | 52,649.94                              | 93.51 %              |
| <a href="#">200-401-65004</a>                                     | Office Water                       | 0.00                     | 7,000.00                | 604.91             | 4,206.44           | 2,793.56                               | 39.91 %              |
| <a href="#">200-401-65005</a>                                     | Stephenson Bldg Electric           | 7,000.00                 | 0.00                    | 0.00               | 0.00               | 0.00                                   | 0.00 %               |
| <a href="#">200-401-65007</a>                                     | Portable Toilets                   | 5,953.40                 | 5,953.40                | 65.00              | 390.00             | 5,563.40                               | 93.45 %              |
| <a href="#">200-401-65008</a>                                     | Alarm                              | 1,112.40                 | 1,112.40                | 0.00               | 1,400.00           | -287.60                                | -25.85 %             |
| <a href="#">200-401-65017</a>                                     | Electricity                        | 60,000.00                | 60,000.00               | 6,249.97           | 40,346.67          | 19,653.33                              | 32.76 %              |
| <a href="#">200-401-65018</a>                                     | Septic                             | 750.00                   | 750.00                  | 0.00               | 0.00               | 750.00                                 | 100.00 %             |
| <a href="#">200-401-65019</a>                                     | Propane/Natural Gas                | 2,500.00                 | 2,500.00                | 0.00               | 4,483.57           | -1,983.57                              | -79.34 %             |
| <a href="#">200-401-65020</a>                                     | On Call Phone                      | 2,060.00                 | 2,060.00                | 0.00               | 0.00               | 2,060.00                               | 100.00 %             |
| <a href="#">200-401-66002</a>                                     | Postage & Shipping                 | 100.00                   | 100.00                  | 0.00               | 3.10               | 96.90                                  | 96.90 %              |
| <a href="#">200-401-66010</a>                                     | Events, Entertainment & Activities | 0.00                     | 0.00                    | 0.00               | 2,100.00           | -2,100.00                              | 0.00 %               |
| <a href="#">200-401-70001</a>                                     | Mileage                            | 500.00                   | 500.00                  | 0.00               | 0.00               | 500.00                                 | 100.00 %             |
| <a href="#">200-401-70002</a>                                     | Contingencies/Emergency Fund       | 50,000.00                | 50,000.00               | 1,225.00           | 1,225.00           | 48,775.00                              | 97.55 %              |
| <a href="#">200-401-70003</a>                                     | Other Expenses                     | 20,000.00                | 20,000.00               | 0.00               | 692.38             | 19,307.62                              | 96.54 %              |
| <a href="#">200-401-70004</a>                                     | Hays County Livestock Board Agree  | 13,200.00                | 13,200.00               | 0.00               | 0.00               | 13,200.00                              | 100.00 %             |
| <a href="#">200-401-70007</a>                                     | Sponsored Events                   | 34,800.00                | 5,050.00                | 0.00               | 4,558.91           | 491.09                                 | 9.72 %               |
| <a href="#">200-401-70013</a>                                     | DSRP Sales Tax                     | 0.00                     | 0.00                    | 0.00               | 728.89             | -728.89                                | 0.00 %               |
| <a href="#">200-401-71008</a>                                     | DSRP Improvements                  | 0.00                     | 364,500.00              | 624.00             | 4,115.60           | 360,384.40                             | 98.87 %              |
| <a href="#">200-401-90013</a>                                     | Transfer to Vehicle Replacement Fu | 5,731.00                 | 5,731.00                | 0.00               | 0.00               | 5,731.00                               | 100.00 %             |
| <b>Department: 401 - DSRP Total:</b>                              |                                    | <b>583,720.49</b>        | <b>968,220.49</b>       | <b>23,305.53</b>   | <b>169,524.26</b>  | <b>798,696.23</b>                      | <b>82.49%</b>        |
| <b>Expense Total:</b>   |                                    | <b>585,720.49</b>        | <b>970,220.49</b>       | <b>24,260.40</b>   | <b>173,096.79</b>  | <b>797,123.70</b>                      | <b>82.16%</b>        |
| <b>Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):</b> |                                    | <b>415,496.38</b>        | <b>112,496.38</b>       | <b>49,522.69</b>   | <b>87,500.43</b>   | <b>-24,995.95</b>                      | <b>22.22%</b>        |
| <b>Fund: 400 - Wastewater Utility</b>                             |                                    |                          |                         |                    |                    |  |                      |
| <b>Revenue</b>  |                                    |                          |                         |                    |                    |  |                      |
| <b>Department: 000 - Undesignated</b>                             |                                    |                          |                         |                    |                    |  |                      |
| <a href="#">400-000-43024</a>                                     | Over Use Fees                      | 134,550.60               | 0.00                    | 0.00               | 0.00               | 0.00                                   | 0.00 %               |
| <a href="#">400-000-46001</a>                                     | Other Revenues                     | 0.00                     | 0.00                    | 0.00               | -69,718.82         | -69,718.82                             | 0.00 %               |
| <b>Department: 000 - Undesignated Total:</b>                      |                                    | <b>134,550.60</b>        | <b>0.00</b>             | <b>0.00</b>        | <b>-69,718.82</b>  | <b>-69,718.82</b>                      | <b>0.00%</b>         |
| <b>Department: 300 - Utilities</b>                                |                                    |                          |                         |                    |                    |  |                      |
| <a href="#">400-300-41001</a>                                     | PEC Franchise Fee                  | 130,000.00               | 130,000.00              | 0.00               | 82,170.16          | -47,829.84                             | 36.79 %              |
| <a href="#">400-300-41002</a>                                     | ROW Fees                           | 6,000.00                 | 6,000.00                | 7.65               | 2,873.71           | -3,126.29                              | 52.10 %              |
| <a href="#">400-300-41003</a>                                     | Cable Franchise Fees               | 130,000.00               | 130,000.00              | 0.00               | 77,794.85          | -52,205.15                             | 40.16 %              |

|  | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|--|--------------------------|-------------------------|--------------------|---------------------|--|----------------------|
| <a href="#">400-300-41004</a> Texas Gas Franchise Fees   | 3,000.00                 | 3,000.00                | 0.00               | 3,609.11            | 609.11                                 | 120.30 %             |
| <a href="#">400-300-43018</a> Wastewater Service Fees    | 0.00                     | 945,095.04              | 96,521.81          | 483,847.23          | -461,247.81                            | 48.80 %              |
| <a href="#">400-300-43019</a> Water Service Fees         | 945,095.04               | 0.00                    | 0.00               | 0.00                | 0.00                                   | 0.00 %               |
| <a href="#">400-300-43020</a> Late Fees                  | 9,480.00                 | 9,480.00                | 1,075.82           | 6,670.54            | -2,809.46                              | 29.64 %              |
| <a href="#">400-300-43021</a> Delayed Connection Fees    | 157,850.00               | 157,850.00              | 0.00               | 2,500.00            | -155,350.00                            | 98.42 %              |
| <a href="#">400-300-43023</a> Transfer Fees              | 9,600.00                 | 9,600.00                | 570.00             | 3,120.00            | -6,480.00                              | 67.50 %              |
| <a href="#">400-300-43024</a> Over Use Fees              | 0.00                     | 134,550.60              | 9,512.14           | 46,733.64           | -87,816.96                             | 65.27 %              |
| <a href="#">400-300-46001</a> Other Revenues             | 95,000.00                | 95,000.00               | 0.00               | 0.00                | -95,000.00                             | 100.00 %             |
| <a href="#">400-300-46002</a> Interest                   | 50,000.00                | 50,000.00               | 6,350.56           | 37,093.15           | -12,906.85                             | 25.81 %              |
| <a href="#">400-300-47007</a> Transfer from General Fund | 0.00                     | 155,721.00              | 0.00               | 0.00                | -155,721.00                            | 100.00 %             |
| <a href="#">400-300-47008</a> Transfer from TWDB         | 6,520,000.00             | 6,520,000.00            | 0.00               | 0.00                | -6,520,000.00                          | 100.00 %             |
| <a href="#">400-300-47009</a> Sales Tax                  | 759,225.14               | 759,225.14              | 64,497.39          | 480,417.83          | -278,807.31                            | 36.72 %              |
| <b>Department: 300 - Utilities Total:</b>                | <b>8,815,250.18</b>      | <b>9,105,521.78</b>     | <b>178,535.37</b>  | <b>1,226,830.22</b> | <b>-7,878,691.56</b>                   | <b>86.53%</b>        |
| <b>Revenue Total:</b>                                    | <b>8,949,800.78</b>      | <b>9,105,521.78</b>     | <b>178,535.37</b>  | <b>1,157,111.40</b> | <b>-7,948,410.38</b>                   | <b>87.29%</b>        |

Expense

Department: 300 - Utilities

|  |            |            |           |           |            |          |
|--|------------|------------|-----------|-----------|------------|----------|
| <a href="#">400-300-60000</a> Regular Employees                | 246,000.00 | 246,000.00 | 15,816.46 | 91,429.28 | 154,570.72 | 62.83 %  |
| <a href="#">400-300-60002</a> Overtime                         | 0.00       | 0.00       | 356.40    | 2,430.60  | -2,430.60  | 0.00 %   |
| <a href="#">400-300-60003</a> On Call Pay                      | 10,400.00  | 10,400.00  | 800.00    | 4,200.00  | 6,200.00   | 59.62 %  |
| <a href="#">400-300-61000</a> Health Insurance                 | 28,931.49  | 28,931.49  | 1,671.62  | 8,948.75  | 19,982.74  | 69.07 %  |
| <a href="#">400-300-61001</a> Dental Insurance                 | 1,806.72   | 1,806.72   | 104.22    | 555.84    | 1,250.88   | 69.23 %  |
| <a href="#">400-300-61002</a> Medicare                         | 0.00       | 0.00       | 245.69    | 1,419.66  | -1,419.66  | 0.00 %   |
| <a href="#">400-300-61003</a> Social Security                  | 0.00       | 0.00       | 1,050.53  | 6,070.17  | -6,070.17  | 0.00 %   |
| <a href="#">400-300-61004</a> Unemployment                     | 0.00       | 0.00       | 18.11     | 789.84    | -789.84    | 0.00 %   |
| <a href="#">400-300-61005</a> Federal Withholding              | 20,622.60  | 20,622.60  | 0.00      | 0.00      | 20,622.60  | 100.00 % |
| <a href="#">400-300-61006</a> TMRS                             | 15,384.00  | 15,384.00  | 1,004.80  | 5,855.14  | 9,528.86   | 61.94 %  |
| <a href="#">400-300-62001</a> Financial                        | 10,000.00  | 10,000.00  | 0.00      | 0.00      | 10,000.00  | 100.00 % |
| <a href="#">400-300-62002</a> Engineering and Surveying        | 217,500.00 | 222,000.00 | 7,591.05  | 18,168.84 | 203,831.16 | 91.82 %  |
| <a href="#">400-300-62003</a> Special Counsel & Consultants    | 35,000.00  | 35,000.00  | 240.00    | 22,381.17 | 12,618.83  | 36.05 %  |
| <a href="#">400-300-62019</a> Planning and Permitting          | 50,000.00  | 50,000.00  | 7,316.68  | 12,381.94 | 37,618.06  | 75.24 %  |
| <a href="#">400-300-62020</a> Lab Testing                      | 25,000.00  | 25,000.00  | 5,363.20  | 5,363.20  | 19,636.80  | 78.55 %  |
| <a href="#">400-300-63001</a> Equipment Maintenance            | 0.00       | 0.00       | 0.00      | 10.99     | -10.99     | 0.00 %   |
| <a href="#">400-300-63002</a> Fleet Maintenance                | 1,200.00   | 1,200.00   | 0.00      | 0.00      | 1,200.00   | 100.00 % |
| <a href="#">400-300-63004</a> Dues, Fees & Subscriptions       | 0.00       | 0.00       | 199.34    | 199.34    | -199.34    | 0.00 %   |
| <a href="#">400-300-63005</a> Training/Continuing Education    | 8,000.00   | 8,000.00   | 163.75    | 769.75    | 7,230.25   | 90.38 %  |
| <a href="#">400-300-63009</a> Street/ROW Maintenance           | 10,000.00  | 10,000.00  | 0.00      | 0.00      | 10,000.00  | 100.00 % |
| <a href="#">400-300-63025</a> Wastewater Treatment Plant Maint | 63,100.00  | 63,100.00  | 14,284.21 | 20,931.79 | 42,168.21  | 66.83 %  |
| <a href="#">400-300-63026</a> Routine Operations               | 70,000.00  | 70,000.00  | 75.84     | 16,107.60 | 53,892.40  | 76.99 %  |
| <a href="#">400-300-63027</a> Operations Non Routine           | 65,000.00  | 90,000.00  | 2,317.22  | 16,639.98 | 73,360.02  | 81.51 %  |
| <a href="#">400-300-63028</a> Lift Station Maintenance         | 40,600.00  | 40,600.00  | 16,590.35 | 27,007.51 | 13,592.49  | 33.48 %  |
| <a href="#">400-300-63029</a> Sanitary Sewer Line Maintenance  | 39,000.00  | 156,500.00 | 0.00      | 15,203.52 | 141,296.48 | 90.29 %  |
| <a href="#">400-300-63030</a> Drip Field Maintenance           | 25,000.00  | 25,000.00  | 1,349.82  | 7,084.67  | 17,915.33  | 71.66 %  |
| <a href="#">400-300-63031</a> Sludge Hauling                   | 80,000.00  | 80,000.00  | 13,109.83 | 55,899.62 | 24,100.38  | 30.13 %  |
| <a href="#">400-300-63033</a> Wastewater Flow Measurement      | 9,000.00   | 9,000.00   | 1,180.00  | 4,932.91  | 4,067.09   | 45.19 %  |
| <a href="#">400-300-63034</a> Utility Operations               | 53,500.00  | 53,500.00  | 5.32      | 15,738.56 | 37,761.44  | 70.58 %  |
| <a href="#">400-300-64001</a> IT Equipment & Support           | 0.00       | 0.00       | 0.00      | 44.26     | -44.26     | 0.00 %   |
| <a href="#">400-300-64002</a> Software                         | 0.00       | 34,221.00  | 0.00      | 0.00      | 34,221.00  | 100.00 % |
| <a href="#">400-300-64003</a> Uniforms                         | 2,800.00   | 2,800.00   | 0.00      | 1,995.84  | 804.16     | 28.72 %  |
| <a href="#">400-300-64006</a> Fleet Acquisition                | 46,400.00  | 46,400.00  | 0.00      | 34,843.00 | 11,557.00  | 24.91 %  |
| <a href="#">400-300-64008</a> Fuel                             | 5,000.00   | 5,000.00   | 0.00      | 352.72    | 4,647.28   | 92.95 %  |
| <a href="#">400-300-64010</a> Supplies                         | 10,000.00  | 45,000.00  | 3,476.45  | 19,264.73 | 25,735.27  | 57.19 %  |
| <a href="#">400-300-64022</a> Chemicals                        | 9,600.00   | 9,600.00   | 1,352.56  | 4,750.29  | 4,849.71   | 50.52 %  |
| <a href="#">400-300-64023</a> Equipment                        | 123,240.00 | 123,240.00 | 1,269.86  | 11,745.08 | 111,494.92 | 90.47 %  |
| <a href="#">400-300-65000</a> Network/Phone                    | 8,904.00   | 8,904.00   | 2,057.24  | 3,118.45  | 5,785.55   | 64.98 %  |
| <a href="#">400-300-65017</a> Electric                         | 73,500.00  | 73,500.00  | 6,673.72  | 38,794.88 | 34,705.12  | 47.22 %  |
| <a href="#">400-300-69008</a> Land Acquisition                 | 0.00       | 0.00       | 51,915.00 | 51,915.00 | -51,915.00 | 0.00 %   |
| <a href="#">400-300-70001</a> Mileage                          | 0.00       | 0.00       | 0.00      | 115.95    | -115.95    | 0.00 %   |
| <a href="#">400-300-70003</a> Other Expenses                   | 52,000.00  | 56,000.00  | 1,433.75  | 1,443.75  | 54,556.25  | 97.42 %  |

Budget Report

For Fiscal: 2021-2022 Period Ending: Item 4. 2

|   | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|---|--------------------------|-------------------------|--------------------|---------------------|--|----------------------|
| <a href="#">400-300-71000</a> Capital Projects                  | 2,225,000.00             | 2,225,000.00            | 0.00               | 0.00                | 2,225,000.00                           | 100.00 %             |
| <a href="#">400-300-72001</a> TWDB - Capital Projects           | 5,050,000.00             | 5,050,000.00            | 0.00               | 0.00                | 5,050,000.00                           | 100.00 %             |
| <a href="#">400-300-72002</a> TWDB - Engineering and Design     | 747,500.00               | 747,500.00              | 43,662.32          | 123,587.93          | 623,912.07                             | 83.47 %              |
| <a href="#">400-300-72003</a> TWDB - Special Counsel and Consul | 0.00                     | 0.00                    | 11,460.00          | 40,817.58           | -40,817.58                             | 0.00 %               |
| <a href="#">400-300-72004</a> TWDB - Misc.                      | 760,000.00               | 760,000.00              | 0.00               | 15,500.00           | 744,500.00                             | 97.96 %              |
| <a href="#">400-300-72005</a> TWDB - Land Acquisition           | 0.00                     | 0.00                    | 0.00               | 244,855.92          | -244,855.92                            | 0.00 %               |
| <a href="#">400-300-90010</a> Transfer to Water Fund            | 12,000.00                | 12,000.00               | 0.00               | 0.00                | 12,000.00                              | 100.00 %             |
| <b>Department: 300 - Utilities Total:</b>                       | <b>10,250,988.81</b>     | <b>10,471,209.81</b>    | <b>214,155.34</b>  | <b>953,666.05</b>   | <b>9,517,543.76</b>                    | <b>90.89%</b>        |
| <b>Expense Total:</b>   | <b>10,250,988.81</b>     | <b>10,471,209.81</b>    | <b>214,155.34</b>  | <b>953,666.05</b>   | <b>9,517,543.76</b>                    | <b>90.89%</b>        |
| <b>Fund: 400 - Wastewater Utility Surplus (Deficit):</b>        | <b>-1,301,188.03</b>     | <b>-1,365,688.03</b>    | <b>-35,619.97</b>  | <b>203,445.35</b>   | <b>1,569,133.38</b>                    | <b>114.90%</b>       |
| <b>Report Surplus (Deficit):</b>                                | <b>-319,809.43</b>       | <b>-1,080,008.32</b>    | <b>212,552.40</b>  | <b>3,355,821.10</b> | <b>4,435,829.42</b>                    | <b>410.72%</b>       |

**Group Summary**

| Department  | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity  | Fiscal<br>Activity  | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|---|--------------------------|-------------------------|---------------------|---------------------|--|----------------------|
| <b>Fund: 100 - General Fund</b>                                   |                          |                         |                     |                     |  |                      |
| <b>Revenue</b>  |                          |                         |                     |                     |  |                      |
| 000 - Undesignated  | 6,992,588.77             | 7,016,588.77            | 420,351.12          | 4,286,831.74        | -2,729,757.03                          | 38.90%               |
| 103 - Courts  | 250.00                   | 250.00                  | 0.00                | 0.00                | -250.00                                | 100.00%              |
| 200 - Planning & Development                                      | 1,020,114.66             | 1,020,114.66            | 344,475.45          | 1,238,221.37        | 218,106.71                             | 21.38%               |
| 201 - Building  | 1,510,000.00             | 1,510,000.00            | 215,009.37          | 1,166,655.66        | -343,344.34                            | 22.74%               |
| 400 - Parks & Recreation  | 254,971.20               | 281,467.20              | 25,060.00           | 34,310.97           | -247,156.23                            | 87.81%               |
| 402 - Aquatics  | 110,600.00               | 110,600.00              | 1,265.00            | 3,074.95            | -107,525.05                            | 97.22%               |
| 404 - Founders Day  | 99,550.00                | 112,550.00              | 19,250.00           | 56,000.00           | -56,550.00                             | 50.24%               |
| <b>Revenue Total:</b>   | <b>9,988,074.63</b>      | <b>10,051,570.63</b>    | <b>1,025,410.94</b> | <b>6,785,094.69</b> | <b>-3,266,475.94</b>                   | <b>32.50%</b>        |
| <b>Expense</b>  |                          |                         |                     |                     |  |                      |
| 000 - Undesignated  | 3,785,874.64             | 3,972,913.43            | 19,157.39           | 242,228.81          | 3,730,684.62                           | 93.90%               |
| 100 - City Council/Boards & Commissions                           | 24,500.00                | 24,500.00               | 0.00                | 520.00              | 23,980.00                              | 97.88%               |
| 101 - City Administrators Office                                  | 0.00                     | 0.00                    | 40,823.73           | 266,859.75          | -266,859.75                            | 0.00%                |
| 102 - City Secretary  | 20,570.00                | 20,570.00               | 9,124.18            | 57,956.02           | -37,386.02                             | -181.75%             |
| 103 - Courts  | 15,500.00                | 15,500.00               | 1,255.95            | 2,918.45            | 12,581.55                              | 81.17%               |
| 104 - City Attorney   | 59,000.00                | 44,107.60               | 13,751.25           | 96,517.30           | -52,409.70                             | -118.82%             |
| 105 - Communications  | 14,113.00                | 15,613.00               | 7,019.08            | 53,098.27           | -37,485.27                             | -240.09%             |
| 106 - IT  | 267,032.00               | 285,778.00              | 29,080.57           | 138,162.60          | 147,615.40                             | 51.65%               |
| 107 - Finance   | 1,178,377.98             | 1,334,098.98            | 116,601.16          | 778,170.08          | 555,928.90                             | 41.67%               |
| 200 - Planning & Development                                      | 303,500.00               | 327,500.00              | 23,001.14           | 179,317.34          | 148,182.66                             | 45.25%               |
| 201 - Building  | 751,000.00               | 751,000.00              | 370,399.81          | 653,242.61          | 97,757.39                              | 13.02%               |
| 300 - Utilities   | 775,000.00               | 775,000.00              | 33,953.09           | 154,454.03          | 620,545.97                             | 80.07%               |
| 304 - Maintenance   | 1,225,485.25             | 1,235,485.25            | 37,180.13           | 590,241.88          | 645,243.37                             | 52.23%               |
| 400 - Parks & Recreation  | 240,963.90               | 302,045.40              | 43,057.05           | 161,010.74          | 141,034.66                             | 46.69%               |
| 401 - DSRP  | 480,446.40               | 480,446.40              | 33,342.69           | 212,539.90          | 267,906.50                             | 55.76%               |
| 402 - Aquatics  | 120,331.24               | 120,331.24              | 5,287.79            | 38,043.15           | 82,288.09                              | 68.38%               |
| 404 - Founders Day  | 99,550.00                | 112,550.00              | 2,774.00            | 11,789.00           | 100,761.00                             | 89.53%               |
| 500 - Emergency Management  | 60,948.00                | 60,948.00               | 40,952.25           | 83,149.44           | -22,201.44                             | -36.43%              |
| <b>Expense Total:</b>   | <b>9,422,192.41</b>      | <b>9,878,387.30</b>     | <b>826,761.26</b>   | <b>3,720,219.37</b> | <b>6,158,167.93</b>                    | <b>62.34%</b>        |
| <b>Fund: 100 - General Fund Surplus (Deficit):</b>                | <b>565,882.22</b>        | <b>173,183.33</b>       | <b>198,649.68</b>   | <b>3,064,875.32</b> | <b>2,891,691.99</b>                    | <b>-1,669.73%</b>    |
| <b>Fund: 200 - Dripping Springs Ranch Park</b>                    |                          |                         |                     |                     |  |                      |
| <b>Revenue</b>  |                          |                         |                     |                     |  |                      |
| 401 - DSRP  | 1,001,216.87             | 1,082,716.87            | 73,783.09           | 260,597.22          | -822,119.65                            | 75.93%               |
| <b>Revenue Total:</b>   | <b>1,001,216.87</b>      | <b>1,082,716.87</b>     | <b>73,783.09</b>    | <b>260,597.22</b>   | <b>-822,119.65</b>                     | <b>75.93%</b>        |
| <b>Expense</b>  |                          |                         |                     |                     |  |                      |
| 400 - Parks & Recreation  | 2,000.00                 | 2,000.00                | 954.87              | 3,572.53            | -1,572.53                              | -78.63%              |
| 401 - DSRP  | 583,720.49               | 968,220.49              | 23,305.53           | 169,524.26          | 798,696.23                             | 82.49%               |
| <b>Expense Total:</b>   | <b>585,720.49</b>        | <b>970,220.49</b>       | <b>24,260.40</b>    | <b>173,096.79</b>   | <b>797,123.70</b>                      | <b>82.16%</b>        |
| <b>Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):</b> | <b>415,496.38</b>        | <b>112,496.38</b>       | <b>49,522.69</b>    | <b>87,500.43</b>    | <b>-24,995.95</b>                      | <b>22.22%</b>        |
| <b>Fund: 400 - Wastewater Utility</b>                             |                          |                         |                     |                     |  |                      |
| <b>Revenue</b>  |                          |                         |                     |                     |  |                      |
| 000 - Undesignated  | 134,550.60               | 0.00                    | 0.00                | -69,718.82          | -69,718.82                             | 0.00%                |
| 300 - Utilities   | 8,815,250.18             | 9,105,521.78            | 178,535.37          | 1,226,830.22        | -7,878,691.56                          | 86.53%               |
| <b>Revenue Total:</b>   | <b>8,949,800.78</b>      | <b>9,105,521.78</b>     | <b>178,535.37</b>   | <b>1,157,111.40</b> | <b>-7,948,410.38</b>                   | <b>87.29%</b>        |
| <b>Expense</b>  |                          |                         |                     |                     |  |                      |
| 300 - Utilities   | 10,250,988.81            | 10,471,209.81           | 214,155.34          | 953,666.05          | 9,517,543.76                           | 90.89%               |
| <b>Expense Total:</b>   | <b>10,250,988.81</b>     | <b>10,471,209.81</b>    | <b>214,155.34</b>   | <b>953,666.05</b>   | <b>9,517,543.76</b>                    | <b>90.89%</b>        |
| <b>Fund: 400 - Wastewater Utility Surplus (Deficit):</b>          | <b>-1,301,188.03</b>     | <b>-1,365,688.03</b>    | <b>-35,619.97</b>   | <b>203,445.35</b>   | <b>1,569,133.38</b>                    | <b>114.90%</b>       |
| <b>Report Surplus (Deficit):</b>                                  | <b>-319,809.43</b>       | <b>-1,080,008.32</b>    | <b>212,552.40</b>   | <b>3,355,821.10</b> | <b>4,435,829.42</b>                    | <b>410.72%</b>       |

### Fund Summary

| <b>Fund</b>                       | <b>Original<br/>Total Budget</b> | <b>Current<br/>Total Budget</b> | <b>Period<br/>Activity</b> | <b>Fiscal<br/>Activity</b> | <b>Variance<br/>Favorable<br/>(Unfavorable)</b> |
|-----------------------------------|----------------------------------|---------------------------------|----------------------------|----------------------------|---|
| 100 - General Fund                | 565,882.22                       | 173,183.33                      | 198,649.68                 | 3,064,875.32               | 2,891,691.99                                    |
| 200 - Dripping Springs Ranch Park | 415,496.38                       | 112,496.38                      | 49,522.69                  | 87,500.43                  | -24,995.95                                      |
| 400 - Wastewater Utility          | -1,301,188.03                    | -1,365,688.03                   | -35,619.97                 | 203,445.35                 | 1,569,133.38                                    |
| <b>Report Surplus (Deficit):</b>  | <b>-319,809.43</b>               | <b>-1,080,008.32</b>            | <b>212,552.40</b>          | <b>3,355,821.10</b>        | <b>4,435,829.42</b>                             |





## **FOUNDERS DAY FESTIVAL 2022**

### **Participation Interlocal Agreement**

This *Founders Day 2022 Participation Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and Hays County ESD #6 (“Contractor”).

This AGREEMENT is entered into by and between the City of Dripping Springs, Texas (“Dripping Springs”) and the North Hays County Fire Rescue (“Fire”) pursuant to the authority granted and in compliance with the provisions of the “INTERLOCAL COOPERATION ACT,” (“Act”) Chapter 791, Texas Government Code and under Chapter 421 (Homeland Security), Texas Government Code.

#### **WITNESSETH:**

**WHEREAS,** the North Hays County Fire Rescue is authorized to enter into agreements with other government entities to provide services; and

**WHEREAS,** the City of Dripping Springs has requested that the North Hays County Fire Rescue County to provide services at the Founders Day Festival; and

**WHEREAS,** pursuant to the Interlocal Cooperation Act, the North Hays County Fire Rescue is authorized to contract with eligible entities to perform government functions; and

**WHEREAS,** Dripping Springs is a governmental entity under the Act and desires to contract with the North Hays County Fire Rescue on the terms described herein; and,

**WHEREAS,** in accordance with the Act, North Hays County Fire Rescue and Dripping Springs recognize that any payments for the performance of governmental functions or services are from available current revenues; and,

**WHEREAS**, the parties agree that the respective rights, duties, and obligations, regarding this joint project are as specified in this Interlocal Agreement.

Now therefore, and in consideration of the mutual covenants, obligations, and benefits hereunder, the parties do hereby agree as follows:

**2. DEFINITIONS:**

- (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
- (b) **City Council:** The governing body of the City of Dripping Springs.
- (c) **Event:** The Founders Day Festival, a civic celebration
- (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.

**3. DESCRIPTION:** Contractor is hereby engaged to perform the following services or provide the following goods more particularly described in Attachment “A”

**4. SCOPE:** This Agreement applies to Contractor’s participation in the Event, which shall be conducted as more particularly described in Attachment “A”.

**5. LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. Contractor’s participation in the Event shall be at the Founders Day event area.

**6. CONSIDERATION:**

- 6.1** In consideration of Contractor’s participation in the Event, the City agrees to pay Contractor as follows: \$6,560.00
- 6.2** Such fee shall be due and payable by check payable at the party’s principal place of business no later than April 22, 2022.

**7. SUPPLIES:** Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

**8. DURATION:** This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

**9. TERMINATION:**

- 9.1** This Agreement may be terminated by mutual consent of the parties.
- 9.2** This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the Event.
- 9.3** Termination shall release each party from all obligations of this Agreement, except as specified below.

- 9.4** Termination of this Agreement, as provided above, shall not prohibit or impair any claim by either party based upon any breach of this Agreement.
- 9.5** The City shall determine if Contractor shall be relieved of Contractor's obligations to participate in the Event due to inclement weather.
- 9.6** *Force Majeure:* In situations in which Contractor's participation in the Event is delayed, cancelled or suspended due to acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

**10. SITE MAINTENANCE:**

- 10.1** Contractor shall not perform waste or damage the site.
- 10.2** Contractor shall exercise reasonable care and due diligence to avoid harming City premises upon which the Event occurs.
- 10.3** Contractor shall restore or rehabilitate the site and the access to it at the termination of this Agreement. This requirement shall not apply to normal wear and compression on the grass.
- 10.4** Contractor shall provide trash can and remove all trash it generates from the Event.

**11. INDEPENDENT CONTRACTOR:** The Parties agree that Contractor is an independent contractor and is neither an agent nor an employee of the City. Contractor is solely responsible for directing and controlling Contractor's resources and staff in order to achieve the goals of this Agreement.

**12. SAFETY:** Contractor shall abide by all state, federal and local rules and regulations. Contractor shall take all reasonable steps to ensure public safety and protection from fire damage.

**13. INSURANCE:**

- 13.1 City Insurance:** As the Event's primary sponsor and lead organizer, the City confirms that it has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.
- 13.2 Contractor's Insurance:** Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor's general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance.

**14. INDEMNIFICATION:** CONTRACTOR, CONTRACTOR'S AGENT'S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR'S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

**15. RULES:** The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

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

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

**To the City:**

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

**To the Contractor:**

North Hays County Fire Rescue  
Attn: Fire Chief  
400 Sportsplex Dr  
Dripping Springs TX 78620  
(512) 894-0704

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

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

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

**21. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.

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

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

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

**CITY OF DRIPPING SPRINGS:**

**HAYS COUNTY ESD NO. 6:**

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

\_\_\_\_\_  
Scott Collard, Fire Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

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

# Hays County ESD #6

400 Sportsplex Dr.  
Dripping Springs TX 78620



Invoice #220412

Dripping Springs Founders Day Commission  
Attn: Darrell Debish  
PO Box 384  
Dripping Springs, TX 78620

| Qty. | Description   | Sub Total    |
|------|---|--------------|
|      | <b>Founders Day 2022</b>  |              |
|      | <b>Fire Safety Inspections</b>                                  |              |
|      | ATV w/2 personnel (Food vendors, Carnival and BBQ Participants) | \$3,000.00   |
|      | <b>Event Staffing</b>   |              |
|      | <b>Friday April 22, 2022</b>                                    |              |
|      | ATV w/2 personnel   |              |
|      | 5pm - 1am (\$720/truck and \$720/personnel, total \$1440)       |              |
|      | BT w/2 Personnel  |              |
|      | 5pm - 1am (\$1440/truck and \$720/personnel, total \$2160)      |              |
|      | <b>Fire Watch</b>   | \$3,600.00   |
|      | <b>Saturday April 23, 2022</b>                                  |              |
|      | ATV w/2 personnel   |              |
|      | 9am - 1am (\$1440/truck and \$1440/personnel, total \$2880)     |              |
|      | BT w/2 Personnel  |              |
|      | 2pm - 10pm (\$1440/truck and \$720/personnel, total \$1440)     |              |
|      | <b>Fire Watch</b>   | \$4,320.00   |
|      | <b>Sunday April 24, 2022</b>                                    |              |
|      | ATV w/2 personnel   |              |
|      | 9am - 5pm ( \$720/truck and \$720/personnel, total \$1440)      |              |
|      | <b>Fire Watch</b>   | \$1,440.00   |
|      | Event Total   | \$12,360.00  |
|      | Less Discount   | (\$5,800.00) |
|      | Total   | \$6,560.00   |



## **FOUNDERS DAY FESTIVAL 2022**

### **Participation Interlocal Agreement**

This *Founders Day 2022 Participation Agreement* (“Agreement”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and Hays County ESD #1 (“Contractor”).

This AGREEMENT is entered into by and between the City of Dripping Springs, Texas (“Dripping Springs”) and the NHCESD #1 (“EMS”) pursuant to the authority granted and in compliance with the provisions of the “INTERLOCAL COOPERATION ACT,” (“Act”) Chapter 791, Texas Government Code and under Chapter 421 (Homeland Security), Texas Government Code.

#### **WITNESSETH:**

**WHEREAS**, the North Hays County ESD #1 is authorized to enter into agreements with other government entities to provide services; and

**WHEREAS**, the City of Dripping Springs has requested that the North Hays County ESD #1 to provide services at the Founders Day Festival; and

**WHEREAS**, pursuant to the Interlocal Cooperation Act, the North Hays County ESD #1 is authorized to contract with eligible entities to perform government functions; and

**WHEREAS**, Dripping Springs is a governmental entity under the Act and desires to contract with the North Hays County Fire Rescue on the terms described herein; and,

**WHEREAS**, in accordance with the Act, North Hays County ESD #1 and Dripping Springs recognize that any payments for the performance of governmental functions or services are from available current revenues; and,

**WHEREAS**, the parties agree that the respective rights, duties, and obligations, regarding this joint project are as specified in this Interlocal Agreement.

Now therefore, and in consideration of the mutual covenants, obligations, and benefits hereunder, the parties do hereby agree as follows:

**2. DEFINITIONS:**

- (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
- (b) **City Council:** The governing body of the City of Dripping Springs.
- (c) **Event:** The Founders Day Festival, a civic celebration
- (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.

**3. DESCRIPTION:** Contractor is hereby engaged to perform the following services or provide the following goods more particularly described in Attachment “A”

**4. SCOPE:** This Agreement applies to Contractor’s participation in the Event, which shall be conducted as more particularly described in Attachment “A”.

**5. LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. Contractor’s participation in the Event shall be at the Founders Day event area.

**6. CONSIDERATION:**

- 6.1** In consideration of Contractor’s participation in the Event, the City agrees to pay Contractor as follows: \$4,000.00
- 6.2** Such fee shall be due and payable by check payable at the party’s principal place of business no later than April 22, 2022.

**7. SUPPLIES:** Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

**8. DURATION:** This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

**9. TERMINATION:**

- 9.1** This Agreement may be terminated by mutual consent of the parties.
- 9.2** This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the Event.
- 9.3** Termination shall release each party from all obligations of this Agreement, except as specified below.



- 9.4 Termination of this Agreement, as provided above, shall not prohibit or impair any claim by either party based upon any breach of this Agreement.
- 9.5 The City shall determine if Contractor shall be relieved of Contractor's obligations to participate in the Event due to inclement weather.
- 9.6 *Force Majeure*: In situations in which Contractor's participation in the Event is delayed, cancelled or suspended due to acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

#### 10. SITE MAINTENANCE:

- 10.1 Contractor shall not perform waste or damage the site.
- 10.2 Contractor shall exercise reasonable care and due diligence to avoid harming City premises upon which the Event occurs.
- 10.3 Contractor shall restore or rehabilitate the site and the access to it at the termination of this Agreement. This requirement shall not apply to normal wear and compression on the grass.
- 10.4 Contractor shall provide trash can and remove all trash it generates from the Event.

**11. INDEPENDENT CONTRACTOR:** The Parties agree that Contractor is an independent contractor and is neither an agent nor an employee of the City. Contractor is solely responsible for directing and controlling Contractor's resources and staff in order to achieve the goals of this Agreement.

**12. SAFETY:** Contractor shall abide by all state, federal and local rules and regulations. Contractor shall take all reasonable steps to ensure public safety and protection from fire damage.

#### 13. INSURANCE:

- 13.1 **City Insurance:** As the Event's primary sponsor and lead organizer, the City confirms that it has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.
- 13.2 **Contractor's Insurance:** Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor's general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance.

**14. INDEMNIFICATION:** CONTRACTOR, CONTRACTOR'S AGENT'S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR'S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

**15. RULES:** The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

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

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

**To the City:**

City of Dripping Springs  
Attn: City Administrator  
PO Box 384  
Dripping Springs, TX 78620 US  
(512) 858-4725

**To the Contractor:**

NHCESD #1  
Attn: Board President  
111 Ems Dr  
Dripping Springs, TX 78620  
(512) 829-4356

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

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

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

**21. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the Event.

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

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

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

**CITY OF DRIPPING SPRINGS:**

**HAYS COUNTY ESD NO. 1:**

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

\_\_\_\_\_  
Dennis Lane, Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

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

**NHCESD #1**

111 Ems Dr  
Dripping Springs, TX 78620 US  
administrator@northhayscountyesd1.org  
www.northhayscountyesd1.org

**Invoice**

Item 6.

| BILL TO  |
|--|
| City of Dripping Springs<br>PO Box 384<br>Dripping Springs, TX 78620 |

| INVOICE # | DATE       | TOTAL DUE  | DUE DATE   | TERMS  | ENCLOSED |
|-----------|------------|------------|------------|--------|----------|
| 2         | 04/12/2022 | \$4,000.00 | 05/12/2022 | Net 30 |          |

| SERVICE                           | DESCRIPTION                           | QTY | RATE     | AMOUNT   |
|-----------------------------------|---------------------------------------|-----|----------|----------|
| <b>Emergency Medical Services</b> | EMS Stand by for Founders Day Weekend | 1   | 4,000.00 | 4,000.00 |

BALANCE DUE

**\$4,000.00**

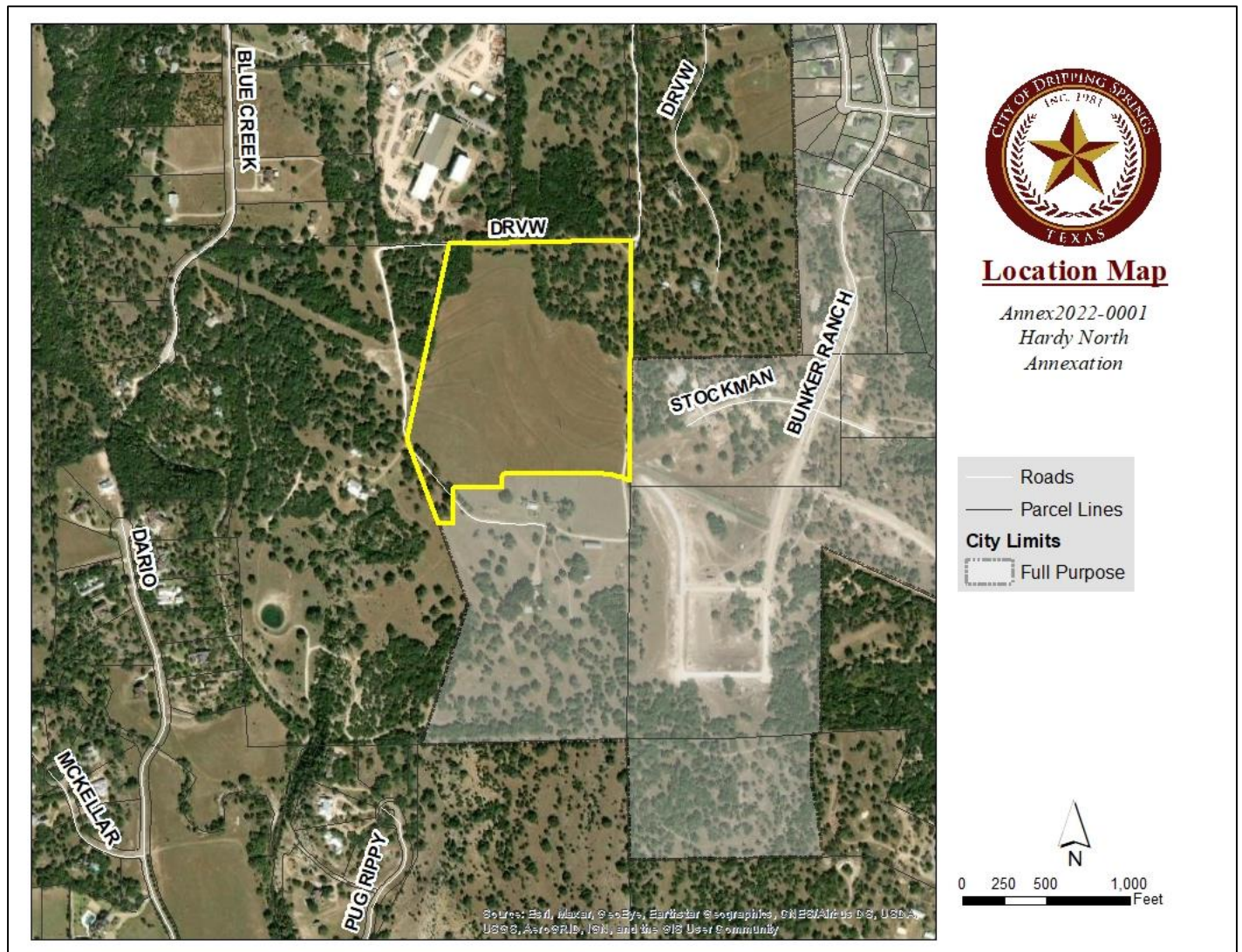


# City Council Planning Department Staff Report

**City Council Meeting:** April 19, 2021  
**Project No:** ANNEX2022-0001  
**Project Planner:** Tory Carpenter, AICP, Senior Planner

### Item Details

**Project Name:** Hardy North Annexation  
**Property Location:** 2901 W US 290  
**Legal Description:** 38.68 Acres out of the Benjamin F Hanna Survey  
**Applicant:** Brian Estes, P.E.  
**Property Owners:** Hardy T Land, LLC  
**Request:** Request for voluntary annexation and to begin negotiations regarding a service agreement.



## Overview

The applicant requests annexation of approximately 38.68 acres into the City Limits, which will become part of the overall Bunker Ranch Development. This request is for a portion of the property known as the Hardy Tract.

The applicant also proposes to rezone the site to SF-2, Moderate Density Residential which may be considered at the meetings outlined below.

## Proposed Annexation and Zoning Schedule

April 19, 2022 – City Council takes action on moving forward with the proposed annexation, allowing staff to negotiate the services agreement.

May 24, 2022 – The Planning & Zoning Commission will conduct a public hearing and consider the proposed zoning designation of SF-2.

June 7, 2022 – City Council will approve the municipal services agreement and conduct a public hearing regarding the annexation of the property.

June 7, 2022 – City Council will conduct a public hearing and consider the proposed zoning designation of SF-2.

## Public Notification

None required at this time, but notice will be published for the annexation Public Hearing, as well as the proposed rezoning in accordance with the City’s Code of Ordinances, as well as State Law.

## Annexation Benefits & Detriments

### Benefits to the City for Annexation:

- Landscaping Ordinance Applies
- Lighting Ordinance Applies
- City Property Tax
- Land Use Control

### Detriments to the City for Annexation

- Properties in the corporate limits are afforded an increase in impervious cover (40% vs 35%)
- Lots in the city served by on-site sewer facilities (private septic systems) can be platted at ¾-acre, a higher net density than the county’s requirement of 1-acre lots.

### ETJ Annexation Comparison

|                           | ETJ   | City Limits (SF-2)       |
|---------------------------|---|--------------------------|
| <b>Impervious Cover</b>   | 35%   | 40%                      |
| <b>Landscaping</b>        | Does not apply                                | Applies                  |
| <b>Lighting Ordinance</b> | Does not apply<br>(unless variance requested) | Applies                  |
| <b>City Property Tax</b>  | Does not apply                                | Applies                  |
| <b>Land Use Control</b>   | None  | Limited to Single-Family |

## Attachments

Exhibit 1: Annexation Request

Exhibit 2: Property Survey

# Planning Department Staff Report

|                          |   |
|--------------------------|---|
| Recommended Action:      | Staff recommends approval of the annexation.  |
| Alternatives/Options:    | Refusal of the proposed annexation.   |
| Budget/Financial Impact: | None calculated at this time, however, those properties in the city limits will be subject to property taxes. |
| Public Comments:         | No public comment was received for this request.  |
| Enforcement Issues:      | N/A   |





**ZONING/PDD AMENDMENT APPLICATION**

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

**CONTACT INFORMATION**

PROPERTY OWNER NAME Hardy T Land LLC  
STREET ADDRESS 317 Grace Lane #240  
CITY Austin STATE TX ZIP CODE 78746  
PHONE 512-970-7271 EMAIL Steveharren@aol.com

APPLICANT NAME Brian Estes, P.E.  
COMPANY Civil and Environmental Consultants Inc.  
STREET ADDRESS 3711 S. Mo Pac Expy Suite 550  
CITY Austin STATE TX ZIP CODE 78746  
PHONE 512-439-0400 EMAIL bestes@cecinc.com

**REASONS FOR AMENDMENT**

- TO CORRECT ANY ERROR IN THE REGULATION OR MAP
- TO RECOGNIZE CHANGES IN TECHNOLOGY, STYLE OF LIVING, OR MANNER OF CONDUCTING BUSINESS
- TO RECOGNIZE CHANGED CONDITIONS OR CIRCUMSTANCES IN A PARTICULAR LOCALITY
- TO MAKE CHANGES IN ORDER TO IMPLEMENT POLICIES REFLECTED WITHIN THE COMPREHENSIVE PLAN



| <b>PROPERTY &amp; ZONING INFORMATION</b>                                    |   |
|---|---|
| PROPERTY OWNER NAME   | Steve Harren  |
| PROPERTY ADDRESS  | 2901 W US 290, Dripping Springs, TX 78620   |
| CURRENT LEGAL DESCRIPTION   | A0222 BENJAMIN F HANNA SURVEY, ACRES 77   |
| TAX ID#   | R15103  |
| LOCATED IN  | <input type="checkbox"/> CITY LIMITS<br><input checked="" type="checkbox"/> EXTRATERRITORIAL JURISDICTION   |
| CURRENT ZONING  | AG  |
| REQUESTED ZONING/AMENDMENT TO PDD   | SF-2  |
| REASON FOR REQUEST<br><i>(Attach extra sheet if necessary)</i>              | Annex and concurrently rezone a 38.68 Acre portion of the P&H Family Limited Partnership No. 1 Tract to redevelop into a single family lot subdivision. |
| INFORMATION ABOUT PROPOSED USES<br><i>(Attach extra sheet if necessary)</i> | The proposed use is single family.  |

### COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? \*

*(See attached agreement).*

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

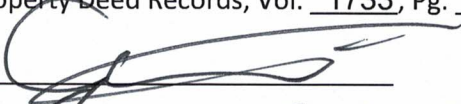
\* If proposed subdivision is in the City Limits, compliance with Lighting Ordinance is **mandatory**. If proposed subdivision is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver.

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

**APPLICANT'S SIGNATURE**

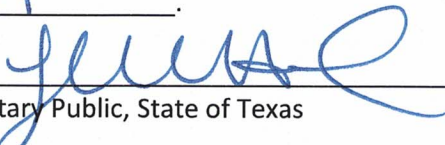
The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Brian Estes, P.E. is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.

(As recorded in the Hays County Property Deed Records, Vol. 1733, Pg. 755.)

  
Name Steve C. Hamen  
Title \_\_\_\_\_

STATE OF TEXAS            §  
   §  
COUNTY OF HAYS        §

This instrument was acknowledged before me on the 18 day of January,  
2022 by Steve Hamen.

  
Notary Public, State of Texas

My Commission Expires: 11/12/22

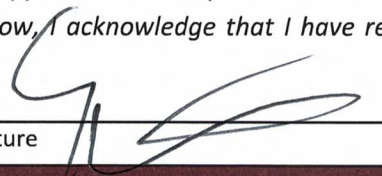
\_\_\_\_\_  
Name of Applicant



### ZONING AMENDMENT SUBMITTAL

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

Applicant Signature



01/14/2022

Date

### CHECKLIST

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

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

Project Number: \_\_\_\_\_ - \_\_\_\_\_

Only filled out by staff



**DRIPPING SPRINGS**  
Texas

**BILLING CONTACT FORM**

Project Name: Hardy T Land North

Project Address: 2901 W US 290, Dripping Springs, TX 78620

Project Applicant Name: Brian Estes, PE (Applicant's Authorized Agent)

**Billing Contact Information**

Name: Steve Harren

Mailing Address: 317 Grace Lane #240

Austin, Texas 78746

Email: steveharren@aol.com Phone Number: (512)644-6800

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

- Alternative Standard
- Certificate of Appropriateness
- Conditional Use Permit
- Development Agreement
- Exterior Design
- Landscape Plan
- Lighting Plan
- Site Development Permit
- Special Exception
- Street Closure Permit
- Subdivision
- Waiver
- Wastewater Service
- Variance
- Zoning
- Other \_\_\_\_\_

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

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

1/18/22  
Date



# Location Map

Hardy Tract

## Legend

- 2901 US-290
- Camp Lucy
- Dripping Springs
- Dripping Springs Middle School
- Feature 1
- Sacred Oaks at Camp Lucy



Item 7.









\*\*\*Concept Plan needs lot layout\*\*\*



7/21 PM

**SPECIAL WARRANTY DEED**

STATE OF TEXAS           §  
                                  §     KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF HAYS         §

THAT the undersigned, Hardy E. Thompson, Jr., and Patty King Thompson, husband and wife (hereinafter referred to as "Grantors"), have GRANTED and CONVEYED, and by these presents do hereby GRANT and CONVEY unto the P & H Family Limited Partnership No. 1, a Texas Limited Partnership, whose mailing address is 1034 Liberty Park Drive, Apt. G2, Austin, Texas 78746 (hereinafter referred to as "Grantee"), the following:

1. The real property described in Exhibit A, which is attached hereto and incorporated herein for all pertinent purposes (hereinafter referred to as "Tract A");
2. A one-half (1/2) undivided interest in the real property described in Exhibit C, which is attached hereto and incorporated herein for all pertinent purposes, (hereinafter referred to as the "Road"), subject to a non-exclusive easement of ingress and egress in the entire Road in the event of a subsequent partition;
3. A one-half (1/2) undivided interest in any other easements of ingress and egress appurtenant to either Tract A or to the real property described in Exhibit B, which is attached hereto and incorporated herein for all pertinent purposes (hereinafter referred to as "Tract B"); and

4. A nonexclusive easement of ingress and egress sixty (60) feet in width lying south of and adjacent to the northern boundary of Tract B and running from the eastern boundary of Tract B to a point where the northern boundary of Tract B intersects with the western boundary of any easement of ingress and egress to and from Tract B to U.S. Highway 290.

Said real property interests are hereinafter referred to collectively as the "Property."

This conveyance is expressly made and accepted subject to all valid and subsisting liens, leases of surface acreage, oil, gas, and mineral leases, all prior mineral conveyances of any nature, easements, restrictions, reservations, covenants, conditions and other matters relating to the Property to the extent that the same are valid and enforceable against said Property, as same are shown by instruments filed for record in the office of the County Clerk of Hays County, Texas, or as same are evident upon inspection of the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the foregoing terms and provisions, unto the said Grantee, its successors and/or assigns forever; and Grantors do hereby bind Grantors' heirs, executors, administrators, successors and/or assigns, to WARRANT AND FOREVER DEFEND all and singular the Property, subject, however, as aforesaid, unto the said Grantee, its successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantors, but not otherwise.

EXECUTED this 23<sup>rd</sup> day of October, 2000.

Hardy Evans Thompson Jr.  
Hardy E. Thompson, Jr.

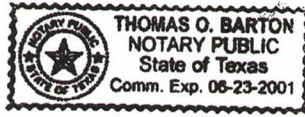
Patty King Thompson  
Patty King Thompson

STATE OF TEXAS     §  
                              §  
COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me on the 23<sup>rd</sup> day of October, 2000, by **Hardy E. Thompson, Jr.**

Thomas O. Barton  
Notary Public, State of Texas

STATE OF TEXAS     §  
                              §  
COUNTY OF TRAVIS §



The foregoing instrument was acknowledged before me on the 23<sup>rd</sup> day of October, 2000, by **Patty King Thompson.**

Thomas O. Barton  
Notary Public, State of Texas

**After Recording Return To:**

Thomas O. Barton  
McGinnis, Lochridge & Kilgore, L.L.P.  
919 Congress Ave., Suite 1300  
Austin, Texas 78701

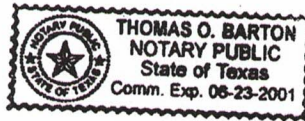


EXHIBIT A

79.61 acres of land out of and a part of quarter section No. 15 of the B. F. Hanna League, situated in Hays County, Texas, said 79.61 acre tract being more particularly described as being a portion of that certain 159.0 acre tract of land conveyed from Katherine Roberts, a widow, to Hardy E. Thompson, and wife Patty Thompson by deed of record in Volume 239, Pages 521-524 of the Deed Records of Hays County, Texas, said 79.61 acre tract being more fully described by metes and bounds as follows

Beginning at a steel pin found at a fence corner at the northeast corner of said quarter section No. 15, same being the common corner of quarter sections No. 14, 15, 16, and 17 of said Hanna League, for the northeast corner of the tract herein described, said point also being the northeast corner of said 159.0 acre tract;

THENCE with the fence along the common line of said quarter sections No. 14 and 15, same being the east line of said 159.0 acre tract, S 00°06'E 2983.98 feet to a steel pin set at a fence corner post for the southeast corner of the tract herein described;

THENCE with a new fence along the south line of this Survey S 88°12'W 1243.27 feet to a steel pin set a fence corner for the southwest corner of the tract herein described:

THENCE with the west line of this survey the following three (3) courses;

1. N 17°46'E, with a fence, 882.44 feet to a steel pin set at a fence corner;
2. N 20°12'W, leaving said fence, 1048.31 feet to a steel pin set at a fence corner;
3. N 11°45'E, with a fence, 1190.68 feet to a steel pin set at a fence corner in the north line of said 159.0 acre tract for the northwest corner of the tract herein described;

THENCE with the fence along the north line of said 159.0 acre tract N 88°15'E 1087.93 feet to the place of BEGINNING containing 79.61 acres of land.

EXHIBIT A



EXHIBIT B

79.39 acres of land out of and a part of quarter section No. 15 of the B. F. Hanna League, and a portion of the A. J. Holford Survey, situated in Hays County, Texas, said 79.39 acre tract being more particularly described as being a portion of that certain 159.0 acre tract of land conveyed from Katherine Roberts, a widow, to Hardy E. Thompson, and wife Patty Thompson by deed of record in Volume 239, Pages 521-524 of the Deed Records of Hays County, Texas, said 79.39 acre tract being more fully described by metes and bounds as follows:

BEGINNING at a steel pin found at a fence corner at the northwest corner of said 159.0 acre tract for the northwest corner of the tract herein described;

THENCE with the fence along the north line of said 159.0 acre tract the following two (2) courses;

1. N 89°44'E 832.80 feet to an iron stake found at a bend in said fence at a fence corner on the east side of a gate;
2. S 88°52'E 426.95 feet to a steel pin set at a fence corner for the northeast corner of the tract herein described;

THENCE with the east line of this survey the following three (3) courses;

1. S 11°45'W, with a fence, 1190.68 feet to a steel pin set at a fence corner;
2. S 20°12'E, leaving said fence, 1048.31 feet to a steel pin set at a fence corner;
3. S 17°46'W, with a fence, 882.44 feet to a steel pin set at a fence corner for the southeast corner of the tract herein described;

THENCE with a new fence along the south line of this survey N 89°59'W 571.9 feet to a steel pin found at the top of a bluff;

THENCE continue with the fence along the south line of said 159.0 acre tract N 83°00'W 233.9 feet to a steel pin at a fence corner for the southwest corner of the tract herein described, same being the southwest corner of said 159.0 acre tract;

THENCE with the fence along the west line of said 159.0 acre tract the following twelve (12) courses;

1. N 01°12'W 71.2 feet;
2. N 37°07'W 383.7 feet;
3. N 15°10'W 92.6 feet;
4. N 53°25'E 44.2 feet;
5. N 18°26'W 157.4 feet;
6. N 01°23'W 32.74 feet;
7. N 12°00'W 230.6 feet;
8. N 02°15'W 263.5 feet;
9. N 10°36'E 131.8 feet
10. N 01°54'E 406.5 feet;
11. N 02°44'W 214.3 feet;
12. N 00°11'W 1052.3 feet to the place of BEGINNING Containing 79.39 acres of land.

EXHIBIT B

A 4.25 acre tract of land out of and a part of Quarter Section, Numbers 14 and 17 of the B. F. Hanna League, situated in Hays County, Texas, being more particularly described as being part of those certain two tracts of land that were conveyed to Clayton S. Brown and wife, Henry Louise Brown, by deeds of record in Volume 166, Page 264-266 and Volume 268, Page 594-596 of the Hays County, Texas Deed Records, said 4.25 acre tract being more fully described by metes and bounds as follows:

BEGINNING at a steel pin set at a corner fence post at the southwest corner of the above said Quarter Section No. 17, it being also the southwest corner of that certain 160.0 acre tract conveyed to Clayton S. Brown by the above said deed of record in Volume 166, Pages 264-266 of the Hays County, Texas Deed Records;

THENCE with the fence along the west line of the Clayton S. Brown 160.0 acre tract, North 2993.2 feet to a corner fence post set in concrete in the south line of Highway No. 290 for the northwest corner of the 4.25 acre tract herein described;

THENCE with the south line of Highway No. 290, S 89°33'E, 60.0 feet to a steel pin set for the northeast corner of this 4.25 acre tract;

THENCE South 2990.0 feet to a steel pin set in the common line between said Quarter Sections 14 and 17, said steel pin being also in the north line of that certain 23.0 acre tract of land that was conveyed to Clayton S. Brown by the above said deed found of record in Volume 268, Pages 594-596 of the Hayes County, Texas Deed Records;

THENCE S 0°06'E, 100.00 feet to a steel pin set for the southeast corner of this 4.25 acre tract;

THENCE S 88°15'W, 56.0 feet to a steel pin in the fence on the east line of that certain 159.0 acre tract of land that was conveyed to Hardy E. Thompson and wife, Patty Thompson by deed of record in Volume 239, pages 521-524 of the Hays County, Texas Deed Records;

THENCE with the fence between the said Clayton S. Brown 23.0 acre tract and the said Hardy E. Thompson 159.0 acre tract, N 0°06'E, 100.0 feet to a steel pin found at a fence corner at the northeast corner of said Thompson 159.0 acre tract, said point being also the northwest corner of the above said Clayton S. Brown 23.0 acre tract;

THENCE S 88°15'W, 4.0 feet to the place of beginning; and containing 4.25 acres of land.

Doc Bk Vol Pg  
00025538 OPR 1733 761

Item 7.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
On: Oct 26, 2000 at 03:09P

Document Number: 00025538  
Amount 21.00

By  
Lynn Curry  
Lee Carlisle, County Clerk  
Hays County



**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:** 04/19/2022

**Agenda Item Wording:** **Discuss and consider possible action regarding the Allocation of Funds and Revised Plan for the Improvement of Rob Shelton Boulevard North.**

**Agenda Item Requestor:** Aaron Reed/ Laura Mueller

**Summary/Background:** The Cannon Ranch Development (Ashton Woods) met it's requirement for transportation improvements associated with the development by constructing a 4 lane arterial to 290 and an East-West connection. The City desires to have the remainder of Rob Shelton Blvd. completed to match the roadway section South of Texas Heritage Village. Cannon Ranch can design and construct the improvements while mobilized for the infrastructure improvements in the development at a cost savings to the City. The City would be required to fund the construction at a cost of approximately \$993,190.00. The improvements would include adding a median to match the existing road section South of Texas Heritage Village, adding a 5' sidewalk on the East side of the road, drainage improvements, and extending the bike lanes which will be installed with the Rob Shelton TASA sidewalk project.

Background Information from City Attorney Laura Mueller:

Offsite Road Agreement

Cannon Ranch (Ashton Woods) will be accessed from US Highway 290 with the construction of the North/South Roadway as a four-lane minor arterial between US 290 and Founders Park Road. The pedestrian facilities (sidewalks, etc.) will be provided only within the subject property. An arterial street is intended to serve both local and regional traffic by connecting cities and rural areas to the highway system while limiting access. The other points of access will be from Rob Shelton Boulevard and Founders Park Road, which are both intended as collector streets. Collector streets are intended to provide equal levels of mobility and access by connecting local roads and the arterial network and by providing direct access to developments.



City staff initially requested the following improvements from the Cannon Ranch Development:

1. Expansion of Rob Shelton Boulevard between the commercial and Founders Park Road to match the existing roadway section north of US 290.
2. Expansion of Founders Park Road to match the City's Transportation Master Plan cross-section. This widening would include adding a median and pedestrian facilities.
3. Construction of the North/South Roadway as a four-lane minor arterial with pedestrian facilities between US 290 and Founders Park Road.
4. Construction of the East/West Roadway as a two-lane collector with pedestrian facilities between North / South Roadway and east property line.
5. Construction of a roundabout at Rob Shelton Boulevard and Founders Park Road.
6. Construction of a roundabout at Founders Park Road and North / South Roadway.
7. Intersection improvements as identified in the TIA.

The Cannon Development has agreed to the following:

1. Design and construction of Rob Shelton Boulevard between the commercial and Founders Park Road to match the existing roadway section north of US 290. This will be reimbursed by the City.
2. No improvements are proposed on Founders Park Road, as the recommended improvements do not add capacity.
3. Construction of the North/South Roadway as a four-lane minor arterial between US 290 and Founders Park Road. Pedestrian facilities will be provided only within the property.
4. Construction of the East/West Roadway as a two-lane collector between North / South Roadway and east property line without pedestrian facilities.
5. Reserve right-of-way for a roundabout at Rob Shelton Boulevard and Founders Park Road.
6. Reserve right-of-way for a roundabout at Founders Park Road and North / South Roadway.
7. Intersection improvements as identified in the TIA - \$307,500 to a traffic signal at US 290 and North/South Roadway.

The transportation improvements agreed to be constructed by the Cannon development are those that provide additional roadway capacity. These improvements align with the City's transportation priorities. The construction of a four-lane North/South arterial provides needed mobility in this quadrant of the City. A two-lane roadway is needed to meet the traffic demands of the Cannon Development, but a four-lane roadway is needed for the demands of area including future growth. Collectively, the transportation improvements agreed to by Cannon exceed the Development's proportional share identified in the TIA. Because Cannon Ranch already exceeded what was required by the TIA and City Ordinance, Cannon Ranch was not required to build the Rob

Shelton improvements but did agree to: (1) provide right of way for the improvements; and (2) help provide options for the City to decide on and reimburse for. Because Cannon Ranch would be building the improvements, if approved, the City would save mobilization costs and the costs created through government bidding and processes.

**Commission Recommendations:** Transportation Committee requested removal of this line item from the FY23 budget request

**Recommended Council Actions:** Decide on whether or not to do the project.

**Attachments:** Attached are the exhibit and cost estimate associated with the proposed improvements.

**Next Steps/Schedule:** If the project is approved, staff will present a budget amendment for it with funding options to consider.







|   |                 |   |                           |                      |
|---|-----------------|---|---------------------------|----------------------|
| <b>Doucet &amp; Associates, Inc.</b><br>7401 B Hwy 71 W., Suite 160<br>Austin, Texas 78735 (512) 583-2600 |                 | <b>Date:</b> 2/23/2022<br><b>Client Name:</b> Ashton Woods<br><b>Project Name:</b> Cannon Ranch<br><b>D&amp;A #:</b> 1298-003 |                           |                      |
| <b>ROB SHELTON ROAD IMPROVEMENTS</b>  |                 |   |                           |                      |
| <b>Item</b>   | <b>Quantity</b> | <b>Unit</b>   | <b>Unit Cost</b>          | <b>Total</b>         |
| <b>22' Widening to Rob Shelton - 60' ROW</b>  |                 |   |                           |                      |
| <b>SITE IMPROVEMENT</b>   |                 |   |                           |                      |
| Clearing and Grubbing (ROW)   | 2662            | SY  | \$ 2.50                   | \$ 6,655.00          |
| Revegetation outside ROW  | 4581            | SY  | \$ 1.00                   | \$ 4,581.11          |
| Excavation  | 2500            | CY  | \$ 17.00                  | \$ 42,500.00         |
| Fill  | 2500            | CY  | \$ 9.00                   | \$ 22,500.00         |
| Erosion and Sedimentation Control   | 1               | LS  | \$ 5,000.00               | \$ 5,000.00          |
| <b>SITE IMPROVEMENT SUBTOTAL</b>  |                 |   |                           | <b>\$ 81,236.11</b>  |
| <b>PAVING IMPROVEMENT</b>   |                 |   |                           |                      |
| Subgrade Prep - 4" Thick  | 3134            | SY  | \$ 3.50                   | \$ 10,970.56         |
| Flexible base - 15" Thick   | 3134            | SY  | \$ 17.00                  | \$ 53,285.56         |
| HMAC, 3" Thick  | 2652            | SY  | \$ 15.50                  | \$ 41,109.44         |
| Curb and Gutter   | 3255            | LF  | \$ 30.00                  | \$ 97,650.00         |
| Laydown Curb  | 1085            | LF  | \$ 15.00                  | \$ 16,275.00         |
| 5' Sidewalk   | 1085            | LF  | \$ 32.50                  | \$ 35,262.50         |
| Existing Pavement Sawcut, Mill, and Demo  | 1               | LS  | \$ 22,500.00              | \$ 22,500.00         |
| Signage and Pavement Markings   | 1               | LS  | \$ 25,000.00              | \$ 25,000.00         |
| ADA Ramps   | 3               | EA  | \$ 1,500.00               | \$ 4,500.00          |
| <b>PAVING IMPROVEMENT SUBTOTAL</b>  |                 |   |                           | <b>\$ 306,553.06</b> |
| <b>DRAINAGE IMPROVEMENT</b>   |                 |   |                           |                      |
| Intersection Improvements and Tie-In (includes drainage modifications)                                    | 1               | LS  | \$ 175,000.00             | \$ 175,000.00        |
| 18" RCP   | 210             | LF  | \$ 90.00                  | \$ 18,900.00         |
| Trench Safety   | 210             | LF  | \$ 1.25                   | \$ 262.50            |
| 18" Headwall  | 2               | EA  | \$ 4,250.00               | \$ 8,500.00          |
| 5' Sidewalk Flume with Steel Plate  | 1               | LS  | \$ 5,000.00               | \$ 5,000.00          |
| Drainage Ditch along Back of Lots   | 1085            | LF  | \$ 15.00                  | \$ 16,275.00         |
| <b>DRAINAGE IMPROVEMENT SUBTOTAL</b>  |                 |   |                           | <b>\$ 223,937.50</b> |
|   |                 |   | <b>Hard Cost SUBTOTAL</b> | <b>\$ 611,726.67</b> |
| <b>OTHER ITEMS</b>  |                 |   |                           |                      |
| Engineering Design  | 1               | LS  | \$ 63,000.00              | \$ 63,000.00         |
| Construction Administration & Inspection and Testing (15% Hard Cost)                                      | 1               | LS  | \$ 91,759.00              | \$ 91,759.00         |
| Mobilization (10% Hard Cost)  | 1               | LS  | \$ 61,172.67              | \$ 61,172.67         |
| <b>SUBTOTAL</b>   |                 |   |                           | <b>\$ 215,931.67</b> |
| <b>20% Contingency:</b>   |                 |   |                           | <b>\$ 165,531.67</b> |
| <b>TRANSPORTATION IMPROVEMENT SUBTOTAL:</b>   |                 |   |                           | <b>\$ 993,190.00</b> |

**\*Notes/Assumptions:**

1. Cut/Fill quantities are based on rough grading of roadways only
2. Road base extends 2' beyond BOC on either side
3. Road Sections assumed are in the table as follows:
4. Lighting Infrastructure not included in the cost estimate.

| ROADWAY     | ROADWAY SECTION                    | SIDEWALKS            |
|-------------|------------------------------------|----------------------|
| ROB SHELTON | 22' PAVEMENT WITH CURB (ALL SIDES) | 5' SIDEWALK ONE SIDE |

## OFFSITE ROAD AGREEMENT

This Offsite Road Agreement ("Agreement") is between the **City of Dripping Springs**, a Type A General Law City located in Hays County, Texas (the "City"), and **Ashton Austin Residential, L.L.C.**, a Texas limited liability company ("Owner").

### RECITALS:

**WHEREAS**, Owner owns approximately 100.58 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; 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**, City approved on the same date as this Agreement that certain "Annexation agreement and PDD Ordinance" that contains terms and agreements regarding the annexation and development of the Land; and

**WHEREAS**, Owner desires to design and construct, or cause to be designed and constructed, Offsite Road improvements (as hereinafter defined) and also desires to have the option to provide funding for the Offsite Roads 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, 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

**2.1 Annexation and PDD Ordinance:** That certain Annexation agreement and PDD Ordinance executed between Owner and City on the same date as this Agreement.

**2.2 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.

**2.3 City Council:** The governing body of the City of Dripping Springs, Texas.

**2.4 City Engineer:** The person or firm designated by the City Council as engineer for the City of Dripping Springs, Texas.

**2.5 City Review Fees:** The fees set out in City’s Fees Schedule Ordinance as may be amended from time to time.

**2.6 City Construction Standards:** The following City standards for planning, design, location, and construction of the Offsite Road in effect on the date hereof, and as the same may be amended by the cross-sections or design descriptions as adopted as exhibits to the Annexation agreement and PDD Ordinance attached hereto. If not addressed in the Annexation agreement and PDD Ordinance, then the standards shall be:

- 2.6.1 Subdivision Ordinance and Regulations;
- 2.6.2 Development Ordinance and Regulations; and
- 2.6.3 Dripping Springs Technical Criteria.

**2.7 Contractor:** A person or entity that constructs the Offsite Roads.

**2.8 Effective Date:** The date that this Agreement is approved by City.

**2.9 Land:** Has the meaning set forth in the Recitals.

**2.10 Notice:** Notice as defined in Section 7.3 of this Agreement.

**2.11 Offsite Roads:** Has the meaning set forth in Section 3.1.

**2.12 Parties:** Parties are City of Dripping Springs and Ashton Austin Residential, L.L.C., a Texas limited liability company.

**2.13 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 agreement and PDD Ordinance.

### ARTICLE 3. DESIGN AND CONSTRUCTION OF OFFSITE ROAD

#### 3.1 Offsite Roads:

##### a. Owner will:

- (i) construct, or cause to be constructed, the four lane north-south arterial roadway from the southern boundary of the Land to US 290 as shown on the Transportation Diagram attached hereto as **Exhibit C** (referred to herein as the “Offsite Cannon Roadway”), this portion being the required roadway section for the proposed residential development of the Land, that being the final Offsite Cannon Roadway conforming to the typical section as shown in **Exhibit D**;
- (ii) construct or cause to be constructed, the two lane east-west collector to the southeastern boundary of the Land as shown on the Transportation Diagram (referred to herein as the “East-West Roadway”) conforming to the typical section as shown in **Exhibit D**. The Offsite Cannon Roadway and the East-West Roadway



are referred to herein jointly as the “Offsite Roads”); and

- (iii) dedicate required right-of-way sufficient for the improvements to the existing Rob Shelton Blvd. to create a two-lane divided major collector to Founders Park Road (the “Rob Shelton Improvements”) in accordance with the Rob Shelton street sections attached hereto as either **Exhibit D.1, D.2, D.3 or D.4**, including area for Rob Shelton Blvd. to intersect Founders Park Road such that it intersects at 80-110 degrees, and does not adversely impact the intersection with Founders Park Driveway and allows for construction of a future roundabout, as shown in **Exhibit E** attached hereto. The Owner will construct the Rob Shelton Improvements of requested by the City through the process described in this section. Prior to commencing construction of the Rob Shelton Improvements, the budget for the Rob Shelton Improvements will be prepared by Owner and submitted to City for approval, such approval not to be unreasonable withheld, conditioned, or delayed. If the construction of the Rob Shelton Improvements and the budget are approved and the Rob Shelton Improvements completed and accepted by City, all of the budgeted expenses actually incurred by Owner relating to the Rob Shelton Improvements will be credited to the Owner by the City by way of planning fees, building permit fees, and other City fees as are necessary to fully reimburse the Owner. The obligation to construct the Rob Shelton Improvements is predicated on the first phase of infrastructure of the Project being under construction and City's granting any necessary rights-of-way and approving the budget. Acquisition of rights-of-way is primarily the responsibility of the Owner, but if needed, the City will employ its eminent domain/condemnation powers to acquire the rights-of way, all as described in Section 3.6 hereof. If either the construction and/or budget is not approved by the City, the obligation of Owner to construct the Rob Shelton Improvements is released.

The north-south roadway within the Land shall be a four-lane minor arterial. Construction shall be generally in accordance with the cross-sections and design specifications as shown in the Annexation agreement and PDD Ordinance, typical sections of which are shown in Exhibit D, subject to plan review and acceptance by City pursuant to Section 3.4 and by the Texas Department of Transportation as applicable. Owner will coordinate this effort with City. The obligation to construct the Offsite Roads is predicated on the first phase of infrastructure of the Project being under construction and City's granting any necessary rights-of-way. Acquisition of rights-of-way is primarily the responsibility of the Owner, but if needed, the City will employ its eminent domain/condemnation powers to acquire the rights-of way, all as described in Section 3.6 hereof.

Owner will dedicate the right-of-way shown on Exhibit E to City of Dripping Springs for (i) future construction of roundabout at Rob Shelton Boulevard and Founders Park Road, (ii) future expansion of Founders Park Road, and (iii) future construction of a roundabout at Founders Park Road and “Offsite Cannon” Roadway.

- b. Owner shall be required to commence construction of the Offsite Cannon Roadway at



such time as Owner has begun construction of the first phase of infrastructure of the Project; the East-West Roadway will be built in three phases, starting at the western most point of the East-West Roadway and moving east to connect to the onsite roadways as they are built, as shown on the Transportation Diagram and in accordance with the “Phasing Plan – Exhibit G” in the Cannon Ranch PDD. Owner shall coordinate with the City, TxDOT, Hays County, and any property owner needed to construct these improvements in a manner that allows this timing to be completed. Acquisition of rights-of-way is primarily the responsibility of the Owner, but if needed, the City will employ its eminent domain/condemnation powers to acquire the rights-of-way all as described in Section 3.6 hereof.

- c. Based upon the Traffic Impact Analysis (“TIA”) that will be approved by City and Owner within sixty (60) days of the approval of this Agreement, Owner and City have agreed upon the amount of Owner’s required participation in the costs of associated with the offsite traffic impact brought on by the Project (the “Participation Costs”). Owner’s obligations to construct the Offsite Roads and dedicate specified ROW and post \$307,500.00 in fiscal for transportation improvements shall fully satisfy Owner’s Participation Costs. The \$307,500.00 will be used for improvements related to the construction of the proposed traffic signal at US 290 and Offsite Cannon Roadway (the “Signal Improvements”). If the traffic signal is warranted by the Texas Department of Transportation prior to the final phase of construction of the Project, the Owner shall construct or fund the Signal Improvements and upon completion of the Signal Improvements, the City will deliver to the Owner the costs of the Signal Improvements incurred by the Owner up to \$307,500.00. For those amounts incurred by Owner in constructing or funding the Signal Improvements in excess of the \$307,500.00, the City will require adjacent landowners to reimburse the Owner for their pro rata share of the cost prior to the City approving any plat, site plan, utility connection, or other developmental requirement requested by the adjacent landowners.
- d. Notwithstanding the foregoing, City and Owner acknowledge that this Agreement is subject to plan review and acceptance by Texas Department of Transportation and any further requirements by Texas Department of Transportation shall be met by Owner.

**3.2 Infrastructure Standards.** The Offsite Roads 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, construction, and installation of the Offsite Roads. 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, Owner will request at least three bids from qualified firms for each construction contract for the Offsite Roads work with City to provide locally-based, qualified firms access to bidding opportunities as allowed by state law.

**3.3 Engagement of Contractor.** Owner shall engage a contractor to construct the Offsite Roads 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 City and Owner,



shall incorporate the requirements of this Article 3, and shall provide that 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 \$25,000.00 for any of the subdivided changes.

**3.4 Plan Review, Payment of Fees, and Pre-Construction Conference.** Construction of the Offsite Roads shall not commence until the plans and specifications have been reviewed and approved by the City for compliance with City Construction Standards and TxDOT, as applicable, for compliance with the TxDOT Construction Standards; a pre-construction conference has been held by the Contractor, Owner's Engineer, and the City Engineer, Hays County Fire, and TxDOT (as applicable); all applicable City Review Fees are hereby waived as to the road improvements related to this Agreement except those fees incurred by usage of third-party consultants for review, which shall be paid by the Owner. At such preconstruction conference, the City's Engineer shall designate the individual who will serve as the City's project manager and inspector (the "City Inspector").

**3.5 Inspection by City.** City has the right, but not the obligation, to inspect and test the Offsite Roads at any time. Further, City has the right to participate in a final inspection of the Offsite Roads. Owner, or its Engineer or Contractor, shall notify the City Inspector when each of the Offsite Roads is ready for final inspection. If the City Inspector concurs that construction of the Offsite Roads 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, Owner shall request that City formally accept the improvements, subject to the provisions of this Agreement.

**3.6 Easements and Rights-of- Way.** Acquisition of right-of-way is primarily the responsibility of the Owner, but if the Owner is unable to obtain all required off-site easements or right-of-way, then within 60 days after request by Owner, City shall attempt to acquire the easements and right-of-way, using its powers of eminent domain if necessary; provided specifically that City and Owner shall jointly incur the expense of attorneys' fees for counsel other than City staff; survey fees and expenses; appraisal fees and expenses; expert fees and expenses, and all other fees, costs, and expenses associated with the acquisition. City shall incur at its sole expense the cost of City staff time for oversight, legal advice provided to the City, and project management.

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

**4.1 Payment of Fees.** All City Review Fees and City Inspection Fees for the Offsite Roads constructed by Owner as set out in the City's Fee Schedule are hereby waived.

**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 any cost overruns.

**4.3 Payment, Performance, and Maintenance Bonds.** City shall require Owner or Owner's Contractor(s) to provide performance and payment bonds at the time of construction of the Offsite Roads as applicable, in accordance with Applicable Rules. Owner or Contractor shall provide a



two (2) year maintenance bond upon acceptance by City.

## **ARTICLE 5. OWNERSHIP AND OPERATION OF OFFSITE ROADS**

**5.1** Within sixty (60) days after City's final approval of the Offsite Roads and the inspection and correction of punch list items pursuant to Section 3.5 above, City will accept the Offsite Roads except any roads maintained and operated by the State of Texas.

(a) Owner shall provide the City Engineer with a set of as-built drawings, for permanent record.

(b) Owner or Owner's Contractor shall provide the City Administrator or designee with a two year maintenance bond for the Offsite Roads.

**5.2** All warranties secured for construction of the Offsite Roads and all bonds, guarantees, other assurances of performance, record drawings, project manuals, and all other documentation related to the Offsite Roads will be delivered to City. Owner agrees that City will not accept the Offsite Roads burdened by any mechanic's lien created by, through or under Owner.

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

**5.4** Maintenance of roadway and storm water infrastructure within the right-of-way will become the responsibility of the City through acceptance by the City Council under the current ordinances. All storm water infrastructure associated with roadways that is outside the right-of-way will remain the maintenance responsibility of the Owner or its assigns.

## **ARTICLE 6. INSURANCE AND INDEMNIFICATION**

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

**6.2 DEFENSE, INDEMNIFICATION and HOLD HARMLESS.** 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 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 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 SOLE NEGLIGENCE OF 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 ROADS FOR THE PROJECT. OWNER WILL DEFEND CITY AGAINST ALL SUCH CLAIMS OTHER THAN THOSE CLAIMS RELATING TO CITY’S SOLE NEGLIGENCE AND CITY WILL REASONABLY COOPERATE AND ASSIST IN



PROVIDING SUCH DEFENSE. CITY SHALL HAVE THE RIGHT TO REASONABLY APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY 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. 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 CITY IS INVOKING ITS RIGHTS TO DEFENSE AND INDEMNIFICATION, AND IF OWNER DOES NOT DO SO, 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, 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 CITY WITHOUT THE WRITTEN CONSENT OF CITY, WHICH SHALL NOT BE UNREASONABLY WITHHELD (CITY SHALL NOT HAVE APPROVAL RIGHTS OVER MONETARY SETTLEMENTS, UNLESS AFFIRMATIVE ACTION IS REQUIRED BY 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 CITY MAY BASE REFUSAL TO CONSENT TO ANY PROPOSED SETTLEMENT.

**6.3** At no time shall City have any control over or charge of Owner's design, construction, or installation of any of the Offsite Roads, 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 City and Owner.

**6.4 Insurance and Indemnity by Contractors: Insurance and Indemnity by Contractors.** If Owner engages a Contractor to construct the Offsite Roads, Owner shall include in the contract requirements that the Contractor must provide commercial general liability insurance naming City as an additional named 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 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, OTHER THAN SUCH LIABILITIES THAT ARISE DUE TO THE SOLE NEGLIGENCE OF 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. City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to 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 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 7.2 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 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.

**8.2 Conspicuous Provisions.** 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.

**8.3 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 e-mail with a confirming copy sent by United States mail within 48 hours after the email 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 City:**  
City of Dripping Springs  
Attn: City Secretary  
PO Box 384  
Dripping Springs, TX 78620

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

**To Owner:**  
*Original:* Ashton Austin Residential, L.L.C.  
Attn: Keith Pearson  
10721 Research Blvd, Suite B-210  
Austin, TX 78759

Ashton Austin Residential, L.L.C.  
Attn: Steven Pierce  
10721 Research Blvd, Suite B-210  
Austin, TX 78759

Ashton Woods  
Attn: Christina Malone  
3820 Mansell Road, Suite 400  
Alpharetta, GA 30022

*Copies to:* Baker & Robertson  
Attn: Rex B. Baker, III  
PO Box 718  
Dripping Springs, TX 78620

Armbrust & Brown, PLLC  
Attn: Kevin M. Flahive  
100 Congress Avenue, Suite 1300  
Austin, TX 78701

**8.4 City Consent and Approval:** In any provision of this Agreement that provides for the consent or approval of 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.

**8.5 Assignment:** This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner may assign all or an undivided interest in this Agreement to an affiliate of



Owner, a land bank entity or other entity that facilitates the acquisition, development, or disposition of the Property, a person or entity that will have a co-ownership interest in all or a portion of the Property, or a joint venture in which Owner or an affiliate of Owner is a member, without the consent of City. As used in this Section, “affiliate” means (a) an officer, director, employee, shareholder, or partner of Owner; (b) any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with Owner (whether directly or indirectly through one or more intermediaries); or (c) any officer, director, trustee, general partner, or employee of any person or entity described in (b) above.

For assignments other than to an affiliate as provided in the above paragraph, but including any assignment to a land bank entity or other entity that facilitates the acquisition, development, or disposition of the Property or other homebuilder, 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 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 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 City sixty (60) days prior written notice of any such assignment, and Owner shall provide 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.

**8.6 No Third Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and neither 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 City and Owner.

**8.7 Amendment.** This Agreement may be amended only with the written consent of Owner and with approval of the governing body of City.

**8.8 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.

**8.9 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.

**8.10 Captions.** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

**8.11 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."

**8.12 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 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 City not covered or determined by this Agreement or the future zoning ordinance covering the Land.

**8.13 Counterpart and Originals.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

**8.14 Term.** The term of this Agreement will commence on the Effective Date and continue until City's acceptance of the Offsite Roads, unless terminated on an earlier date by written agreement of City and Owner.

**8.15 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** Transportation Diagram
- Exhibit D** Typical Sections
- Exhibit D.1** Rob Shelton Section Option 1



- Exhibit D.2** Rob Shelton Section Option 2
- Exhibit D.3** Rob Shelton Section Option 3
- Exhibit D.4** Rob Shelton Section Option 4
- Exhibit E** Offsite Roadway Dedication Rob Shelton and Founder's Park (including future Roundabouts)

**The Effective Date of this Agreement is July 6, 2021.**

[Signature Pages to follow]

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

**CITY:**

**CITY OF DRIPPING SPRINGS:**  
a Type A General-Law Municipality

Bill Foulds, Jr.  
Bill Foulds, Jr., Mayor



**ATTEST:**

Andrea Cunningham  
Andrea Cunningham, City Secretary

**OWNER:**

**ASHTON AUSTIN RESIDENTIAL, L.L.C.**  
a Texas limited liability company

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

**CITY:**

**CITY OF DRIPPING SPRINGS:**  
a Type A General-Law Municipality

*Bill Foulds, Jr.*

Bill Foulds, Jr., Mayor



**ATTEST:**

*Andrea Cunningham*

Andrea Cunningham, City Secretary

**OWNER:**

**ASHTON AUSTIN RESIDENTIAL, L.L.C.**  
a Texas limited liability company

*[Handwritten Signature]*

Signature

*LINDSAY MOTLEY*

Printed Name

*DIVISION PRESIDENT*

Title

**EXHIBIT A**  
**Depiction of the Land**





**EXHIBIT B**  
**Legal Description of the Land**



7401B Highway 71 West, Suite 160  
Austin, TX 78735  
Office: 512.583.2600  
Fax: 512.583.2601

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

Cannon Ranch  
Hays County, Texas

D&A Job No. 1298-003  
June 25, 2021

**DESCRIPTION**  
**For a 100.58 Acre Tract**

**BEING A 100.58 ACRE TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NUMBER 26, ABSTRACT NUMBER 415, AND THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, HAYS COUNTY, TEXAS, SAID TRACT BEING OUT OF THAT CALLED 209.697 ACRE TRACT CONVEYED IN A DEED TO CANNON FAMILY, LTD., AS RECORDED IN VOLUME 1619, PAGE 313 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], ALSO BEING OUT OF A CALLED 58.000 ACRE TRACT DESCRIBED IN A DEED TO ORYX CANNON 58 LLC., RECORDED IN DOCUMENT NUMBER 20023358 [O.P.R.H.C.T.], SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2-inch iron rod with cap stamped "DOUCET" on the north line of the said 209.697 acre tract, same being the southwest corner of a called 200.4 acre tract, recorded in Document Number 18036374 [O.P.R.H.C.T.], being further described as a called 200 acre tract, recorded in Volume 171, Page 279, of the Deed Records of Hays County, Texas [D.R.H.C.T.], and same being at the southeast corner of a called 1.978 acre tract, recorded in Volume 1714, Page 289 [O.P.R.H.C.T.];

**THENCE** with a common line between the said 209.697-acre tract and the said 200.4-acre tract, the following two (2) courses and distances:

- 1) N88°34'55"E, a distance of 3,774.04 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an interior ell corner of the said 209.697 acre tract, same being at the southeast corner of said 200 acre tract, and
- 2) N00°50'48"W, a distance of 365.62 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at the northern northwest corner of said 209.697 acre tract, same being in the south line of a called 13.585 acre tract, recorded in Document Number 20027264 [O.P.R.H.C.T.], and b;

**THENCE** N89°00'33"E, with the north line of said 209.697 acre tract, and also being the south line of the said 13.585-acre tract, and with the south line of a called 291-1/3 acre tract described in Volume 258, Page 123 [D.R.H.C.T.], a distance of 424.27 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at the northeast corner of the tract described herein;

**CONTINUED ON NEXT PAGE**



**THENCE** over and across the said 209.697-acre tract, the following twenty-one (21) courses and distances:

- 1) S01°05'40"E, a distance of 69.82 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 2) S10°05'59"W, a distance of 106.90 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 3) S22°51'12"W, a distance of 151.89 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 4) S42°50'39"W, a distance of 368.76 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 5) S56°32'56"W, a distance of 68.53 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set found at an angle point,
- 6) S31°27'14"W, a distance of 77.76 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 7) S41°42'08"W, a distance of 288.31 feet to a Mag Nail with "DOUCET" found at an angle point,
- 8) S33°10'59"W, a distance of 82.38 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 9) S22°35'14"W, a distance of 106.02 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point,
- 10) S02°33'22"W, a distance of 379.88 feet passing a 1/2-inch iron rod with cap stamped "DOUCET" found on the north line of the said 58.000-acre tract, from which a spindle found at the northeast corner of the said 58.000-acre tract bears S68°04'00"E, a distance of 78.35 feet, and continuing over and across said 58.000-acre tract a total distance of 435.19 feet to a calculated point of curvature and for the southeast corner of the tract described herein and being within the said 58.000-acre tract,

**THENCE** continuing over and across said 58.000-acre tract the following eight (8) courses and distances:

- 1) With a curve to the right, having an arc length of 228.89 feet, a radius of 515.00 feet, a delta angle of 25°27'54", and a chord which bears N77°34'10"W, a distance of 227.01 feet to a calculated point of tangency,

**CONTINUED ON THE NEXT PAGE**





- 2) N64°50'13"W, a distance of 277.81 feet to calculated point of curvature,
- 3) With a curve to the left, having an arc length of 784.34 feet, a radius of 960.00 feet, a delta angle of 46°48'43", and a chord which bears N88°14'34"W, a distance of 762.71 feet to a calculated point of tangency,
- 4) S68°21'05"W, a distance of 330.60 feet to a calculated point of curvature,
- 5) With a curve to the right, having an arc length of 322.95 feet, a radius of 640.00 feet, a delta angle of 28°54'42", and a chord which bears S82°48'26"W, a distance of 319.53 feet to a calculated point of tangency,
- 6) N82°44'13"W, a distance of 352.20 feet for a calculated point of curvature,
- 7) With a curve to the left, having an arc length of 345.54 feet, a radius of 910.00 feet, a delta angle of 21°45'21", and a chord which bears S86°23'06"W, a distance of 343.47 feet to a calculated point,
- 8) S75°30'26"W, a distance of 81.96 feet to a calculated point on the east line of said 58.000-acre tract, same being a line common to the said 209.697-acre tract and the said 58.000-acre tract, from which a spindle found for the northwest corner of the said 58.000-acre tract bears N06°07'42"E, a distance of 52.15 feet,

**THENCE** S06°06'37"W with the common line of the said 58.000-acre tract and the said 209.697-acre tract, a distance of 33.36 feet to a calculated point of curvature,

**THENCE** over and across the said 209.697-acre tract, with a curve to the left, having an arc length of 29.31 feet, a radius of 25.00 feet, a delta angle of 67°10'08", and a chord which bears S23°55'04"W, a distance of 27.66 feet to a calculated point of reverse curvature within the said 209.697-acre tract,

**THENCE** over and across the said 209.697-acre tract, with a curve to the right, having an arc length of 33.59 feet, passing a calculated point at the line common to the said 209.697-acre tract and the said 58.000-acre tract, departing said common line and continuing over and across said 58.000-acre tract, a total arc length of 263.58 feet, a radius of 807.00 feet, a delta angle of 18°42'48", and a chord which bears S00°18'36"E, a distance of 262.41 feet to a calculated point within said 58.000-acre tract,

**THENCE** S09°02'49"W, a distance of 24.83 feet passing a calculated point on the line common to the said 58.000-acre tract and the said 209.697-acre tract, a total distance of 212.01 feet to a calculated point of curvature within the said 209.697-acre tract,

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**THENCE** continuing over and across the said 209.697-acre tract, with a curve to the left, having an arc length of 171.69 feet, a radius of 746.64 feet, a delta angle of 13°10'32", and a chord which bears S04°35'52"W, a distance of 171.32 feet calculated point of tangency,

**THENCE** S02°11'31"E, continuing across the said 209.697-acre tract, a distance of 260.58 feet to a mag nail with shiner stamped "EECL RPLS" found at the southwest corner of the said 58.000-acre tract, and on the existing north Right-of-Way line of U.S. Highway 290 (Variable Width Right-of-Way, Deed of Record not found),

**THENCE** S87°48'29"W with the existing north Right-of-Way line of the said Highway 290, a distance of 114.00 feet to a calculated point on the south line of the said 209.697-acre tract,

**THENCE** over and across the said 209.697-acre tract the following seven (7) courses and distances:

- 1) N01°11'31"W, a distance of 260.58 feet to a calculated point for a point of curvature,
- 2) With a curve to the right, having an arc length of 194.05 feet, a radius of 856.12 feet, a delta angle of 12°59'13", and a chord which bears N04°27'47"E, a distance of 193.64 feet to a calculated point of tangency,
- 3) N09°02'49"E, a distance of 212.01 feet to a calculated point of curvature,
- 4) With a curve to the left, having an arc length of 284.72 feet, a radius of 693.00 feet, a delta angle of 23°32'23", and a chord which bears N02°43'23"E, a distance of 282.72 feet to a calculated point of a compound curve,
- 5) With a curve to the left, having an arc length of 245.55 feet, a radius of 693.00 feet, a delta angle of 20°18'06", and a chord which bears N24°38'37"W, a distance of 244.27 feet to a calculated point of non-tangency,
- 6) S70°59'50"W, a distance of 295.38 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle point, and
- 7) S89°21'11"W, a distance of 715.61 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found on the west line of said 209.697 acre tract, same point being on the east line of a called 4.078 acre tract, described as Tract 2, conveyed to City of Dripping Springs, recorded in Volume 5200, Page 886 [O.P.R.H.C.T.], and for an angle point of the tract described herein;

**THENCE** with the common line of the said 209.697-acre tract and the said 4.078-acre tract, the following four (4) courses and distances:

- 1) N00°51'53"W, a distance of 161.19 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,

**CONTINUED ON THE NEXT PAGE**



- 2) S88°22'44"W, a distance of 299.63 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,
- 3) N00°50'55"W, a distance of 517.61 feet to a 1/2-inch iron rod with cap stamped "CAPITOL", found at a point of curvature, and
- 4) With a curve to the left, having an arc length of 210.34 feet, a radius of 355.63 feet, a delta angle of 33°53'17" and a chord which bears N17°49'24"W, a distance of 207.29 feet to a 1/2-inch iron rod with cap stamped "DOUCET", found at the northwest corner of said 209.697 acre tract, same being in the south line of a called 11.61 acre tract, recorded in Volume 733, Page 101 of the Real Property Records of Hays County, Texas [R.P.R.H.C.T.], and for the northwest corner of the tract described herein;

**THENCE** with the lines common to said 209.697 acre tract and said 11.61 acre tract, the following three (3) courses and distances:

- 1) N84°18'45"E, a distance of 142.18 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner,
- 2) N79°26'34"E, a distance of 100.24 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner and
- 3) N88°45'18"E, a distance of 33.52 feet to a 1/2-inch iron rod with cap stamped "DOUCET" found at an angle corner of the tract described herein and at the southwest corner of said 1.978 acre tract;

**THENCE** with the common line of said 209.697 acre tract and said 1.978 acre tract, the following two (2) courses and distances:

- 1) N87°41'40"E, a distance of 226.58 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle point of the tract described herein, and

**CONTINUED ON THE NEXT PAGE**



- 2) N89°32'34"E, a distance of 270.93 feet to the **POINT OF BEGINNING** of the tract described herein, and containing 100.58 Acres.

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by using the surface adjustment factor of 1.000077936. Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, John Barnard, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground under my supervision.

A handwritten signature in blue ink, appearing to read 'J. Barnard', is written over a horizontal line.

06/25/2021

John Barnard  
Registered Professional Land Surveyor  
Texas Registration No. 5749  
Doucet & Associates  
JBarnard@DoucetEngineers.com  
TBPELS Firm Registration No. 10105800

Date



**EXHIBIT C**  
**Transportation Diagram**





|   | Proposed Road Width | Existing Road Width | Proposed ROW | Existing ROW | Proposed LF |
|---|---------------------|---------------------|--------------|--------------|-------------|
| N/S Onsite Cannon Roadway (North of E/W)  | 48'                 | -                   | 114'         | -            | 1030        |
| N/S Offsite Cannon Roadway (South of E/W) | 48'                 | -                   | 114'         | -            | 1121        |
| E/W Collector                             | 24'                 | -                   | 90'          | -            | 2812        |
| Rob Shelton                               | 44'                 | 22'                 | 60'          | 60'          | 1085        |



|             |           |
|-------------|-----------|
| Project No. | 13161-001 |
| Sheet       | 1 OF 1    |
| Drawn by    | LD        |
| Checked by  | LD        |
| Approved by | LD        |
| Date        | 5/17/21   |

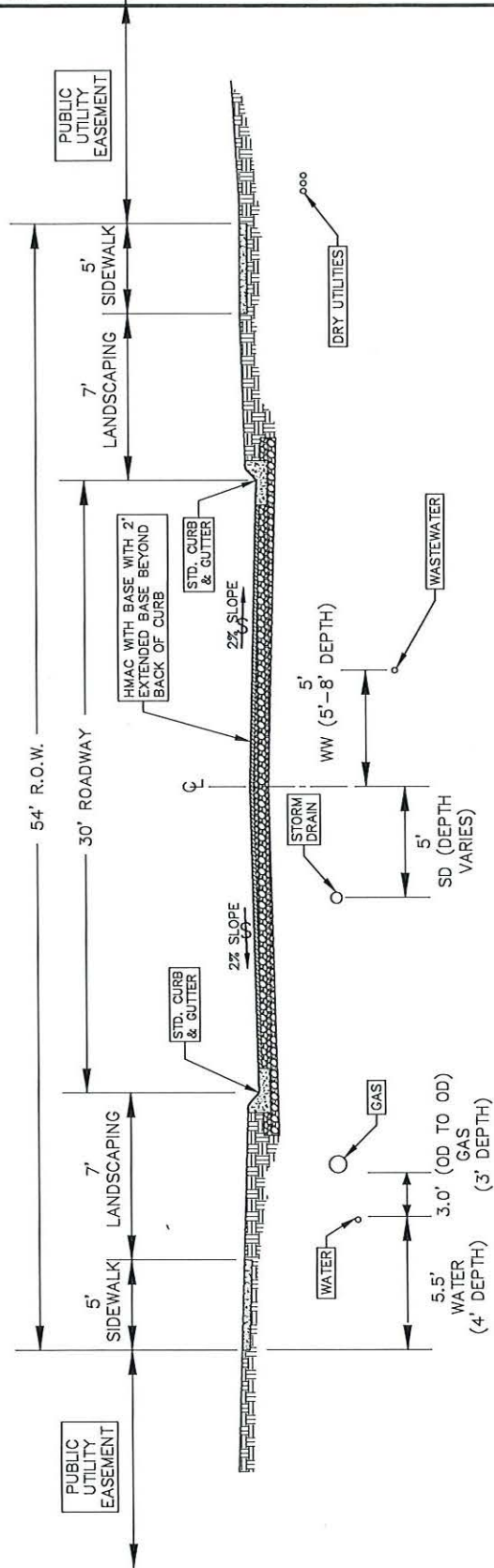
**Cannon Ranch**  
Dripping Springs, TX

**Transportation Option**  
Proposed Recommendations

**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Planning - Geospatial  
 7401 B. Highway 71 W. Suite 110  
 Austin, TX 78735. Tel: (512) 593-2100  
 www.doucetengineers.com  
 TBPE Firm Number: 3937  
 TBFLS Firm Number: 10165800

**EXHIBIT D**  
**Typical Sections**

|           |            |
|-----------|------------|
| Scale:    | NTS        |
| Designed: | JH         |
| Drawn:    | JH         |
| Reviewed: | JG         |
| Date:     | 04/19/2021 |



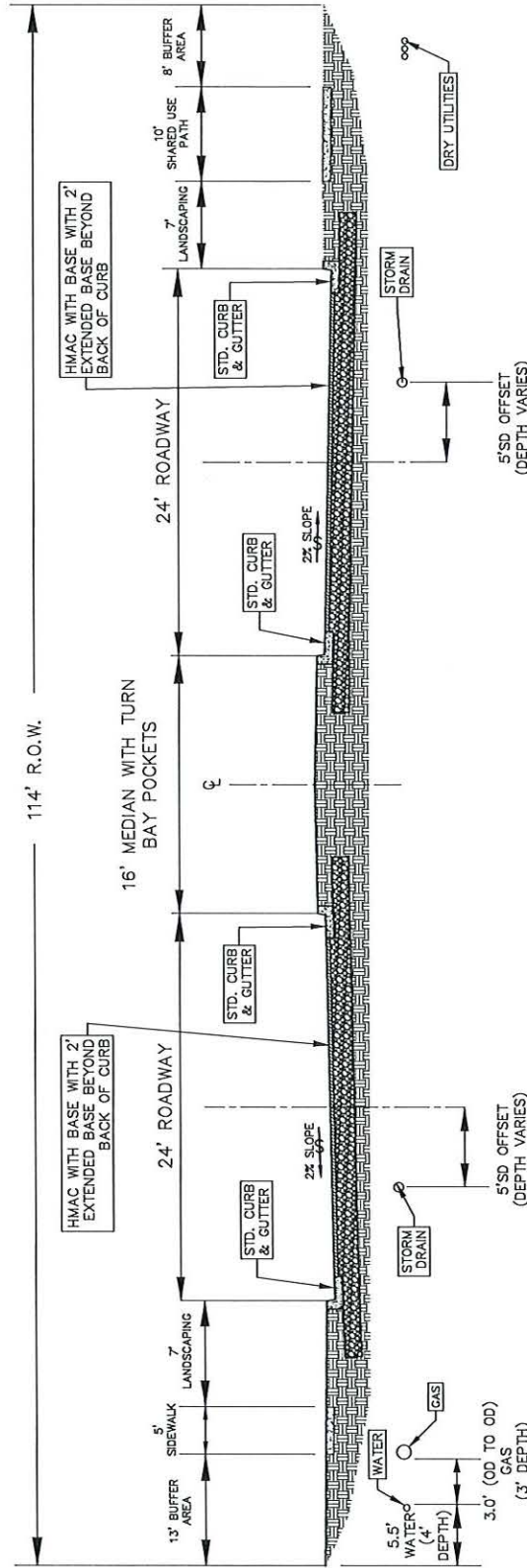
54' R.O.W. LOCAL STREET  
TYPICAL SECTION  
N.T.S.

**DA DOUCET & ASSOCIATES**  
Civil Engineering - Entitlements - Surveying/Mapping  
7401 B. Highway 71 W, Suite 140  
Austin, Texas 78735, Phone: (512)-583-2600  
www.douceengineers.com  
Firm Registration Number: 3937

TYPICAL ROAD  
CROSS SECTION -  
LOCAL RESIDENTIAL  
STREET (54' R.O.W.)

CANNON RANCH  
DRIPPING SPRINGS, TX

SHEET  
**EXHIBIT**  
OF 5  
Project No: 1298-003  
96



NOTE:  
 1. TURN BAYS AS REQUIRED  
 2. 114' ROW TO BE DEDICATED BY CANNON RANCH PDD DEVELOPMENT  
 3. ONSITE SHARED USE PATH, SIDEWALKS, AND LANDSCAPING TO BE CONSTRUCTED BY CANNON RANCH PDD DEVELOPMENT  
 4. LANDSCAPING WILL INCLUDE STREET TREES ON EITHER SIDE OF ROADWAY

114' R.O.W. ONSITE CANNON ROADWAY  
 TYPICAL SECTION  
 N.T.S.

|           |            |
|-----------|------------|
| Scale:    | NTS        |
| Designed: | JH         |
| Drawn:    | JH         |
| Reviewed: | JG         |
| Date:     | 04/19/2021 |

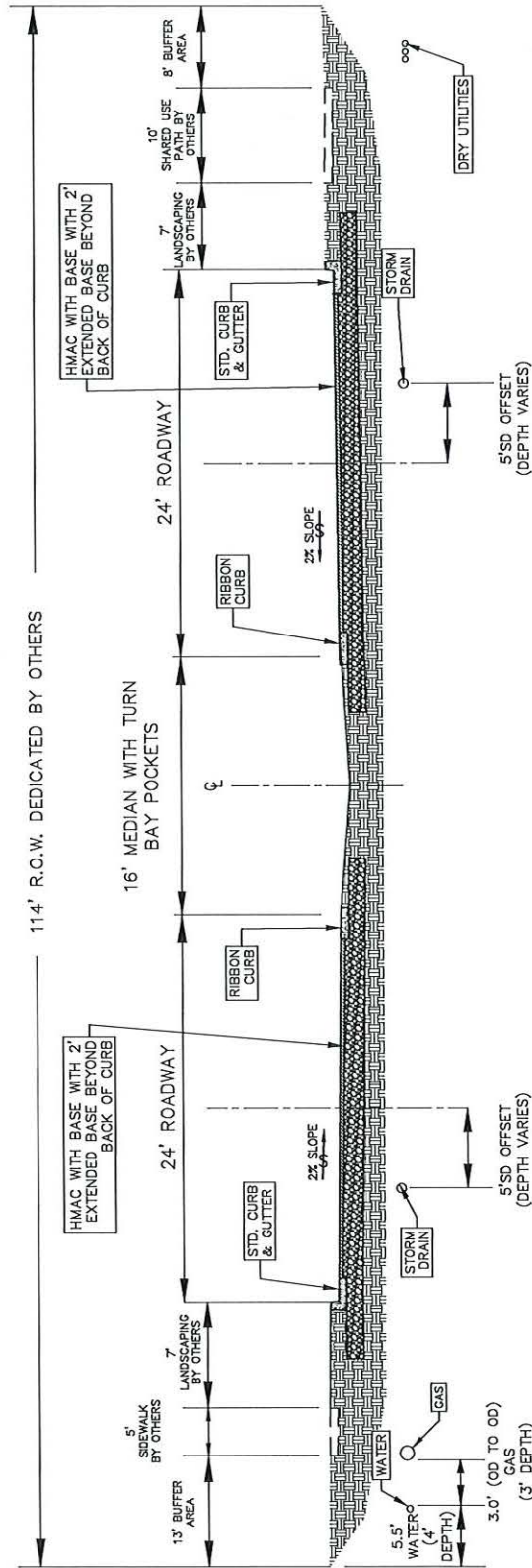
**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Entitlements - Surveying/Mapping  
 7401 B. Highway 71 W, Suite 160  
 Austin, Texas 78735, Phone: (512)-583-2600  
 www.doucetengineers.com  
 Firm Registration Number: 3937

TYPICAL ROAD  
 CROSS SECTION - N-S  
 ONSITE CANNON ROADWAY  
 (114' R.O.W.)

CANNON RANCH  
 DRIPPING SPRINGS, TX

SHEET  
**EXHIBIT**  
 2 OF 5  
 Project No: 1298-003  
 97





NOTE:  
 1. TURN BAYS AS REQUIRED  
 2. 114' ROW TO BE DEDICATED BY OTHERS  
 3. OFFSITE SHARED USE PATH, SIDEWALKS, AND LANDSCAPING TO BE CONSTRUCTED BY OTHERS  
 4. WATER QUALITY CONTROLS TO BE PLACED WITHIN MEDIAN

114' R.O.W. OFFSITE CANNON ROADWAY  
 TYPICAL SECTION  
 N.T.S.

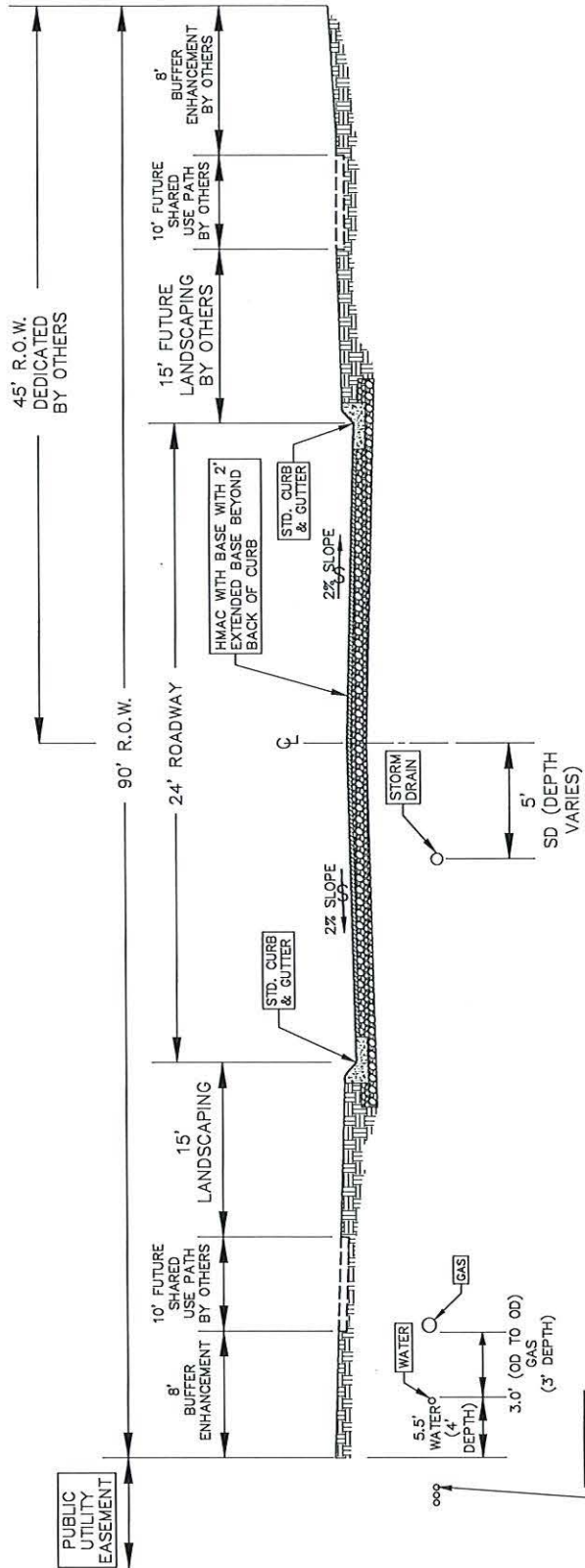
|           |            |
|-----------|------------|
| Scale:    | NTS        |
| Designed: | JH         |
| Drawn:    | JH         |
| Reviewed: | JG         |
| Date:     | 04/19/2021 |

**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Entitlements - Surveying/Mapping  
 7401 B. Highway 71 W, Suite 160  
 Austin, Texas 78735, Phone: (512)-583-2600  
 www.doucetengineers.com  
 Firm Registration Number: 3937

TYPICAL ROAD  
 CROSS SECTION - N-S  
 OFFSITE CANNON ROADWAY  
 (114' R.O.W.)

CANNON RANCH  
 DRIPPING SPRINGS, TX

SHEET  
**EXHIBIT**  
 3 OF 5  
 Project No: 17298-003  
 98



90' R.O.W. E-W 2-LANE COMMERCIAL COLLECTOR  
TYPICAL SECTION  
N.T.S.

|           |            |
|-----------|------------|
| Scale:    | NTS        |
| Designed: | JH         |
| Drawn:    | JH         |
| Reviewed: | JC         |
| Date:     | 04/19/2021 |

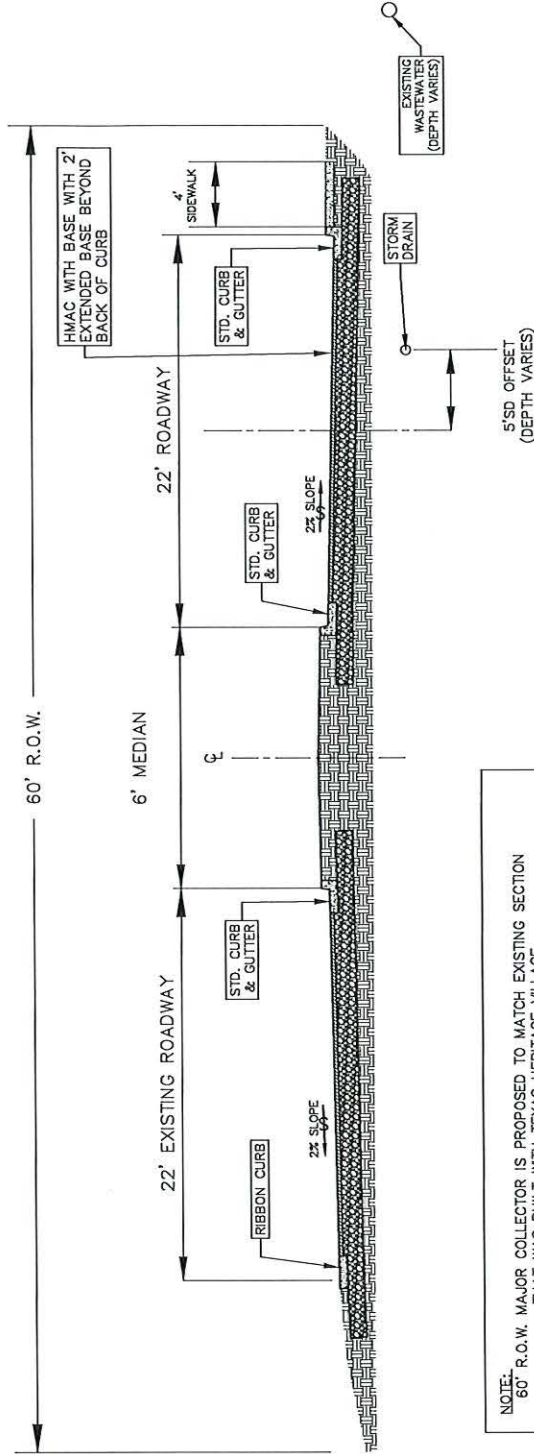
**DA DOUCET & ASSOCIATES**  
Civil Engineering - Entitlements - Surveying/Mapping  
7401 B. Highway 71 W, Suite 160  
Austin, Texas 78735, Phone: (512)-583-2600  
www.doucetengineers.com  
Firm Registration Number: 3937

TYPICAL ROAD  
CROSS SECTION - E-W  
COMMERCIAL COLLECTOR  
(90' R.O.W.)

CANNON RANCH  
DRIPPING SPRINGS, TX

SHEET  
**EXHIBIT**  
4 OF 5  
Project No: 1298-003  
99

**EXHIBIT D.1**  
**Rob Shelton Section Option 1**



NOTE:  
60' R.O.W. MAJOR COLLECTOR IS PROPOSED TO MATCH EXISTING SECTION  
THAT WAS BUILT WITH TEXAS HERITAGE VILLAGE

60' R.O.W. ROB SHELTON OPTION 1  
TYPICAL SECTION  
N.T.S.

|           |            |
|-----------|------------|
| Scale:    | NTS        |
| Designed: | JH         |
| Drawn:    | JH         |
| Reviewed: | JG         |
| Date:     | 06/28/2021 |

**DA DOUCET & ASSOCIATES**  
Civil Engineering - Entitlements - Surveying/Mapping  
7401 B. Highway 71 W, Suite 160  
Austin, Texas 78735, Phone: (512)-583-2600  
www.doucetengineers.com  
Firm Registration Number: 3937

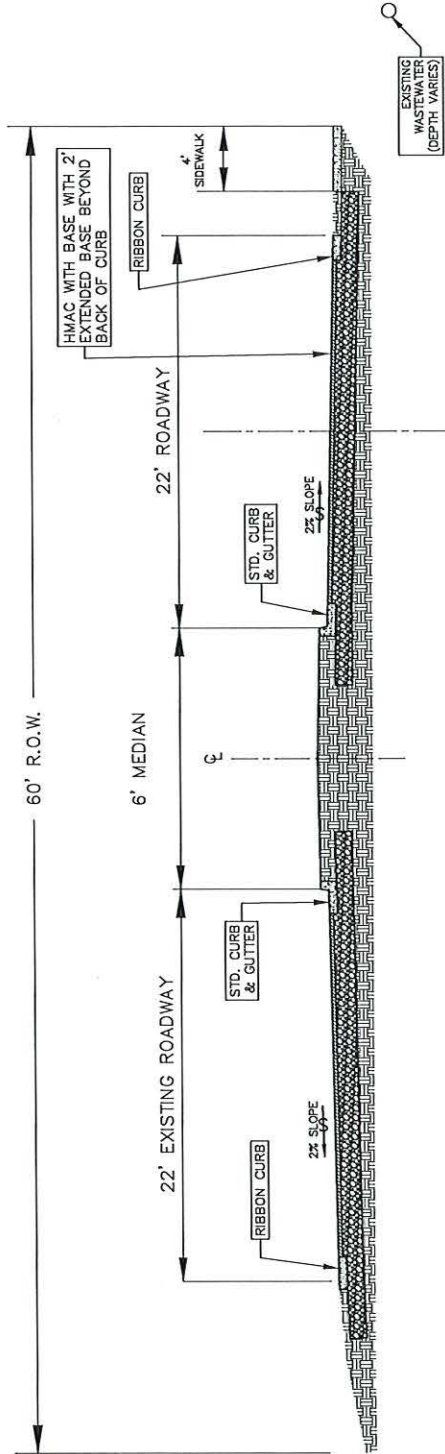
TYPICAL ROAD  
CROSS SECTION - ROB  
SHELTON OPTION 1 (60'  
R.O.W.)

CANNON RANCH  
DRIPPING SPRINGS, TX

SHEET  
**EXHIBIT**  
OF 5  
Project No: 1298-003  
101



**EXHIBIT D.2**  
**Rob Shelton Section Option 2**

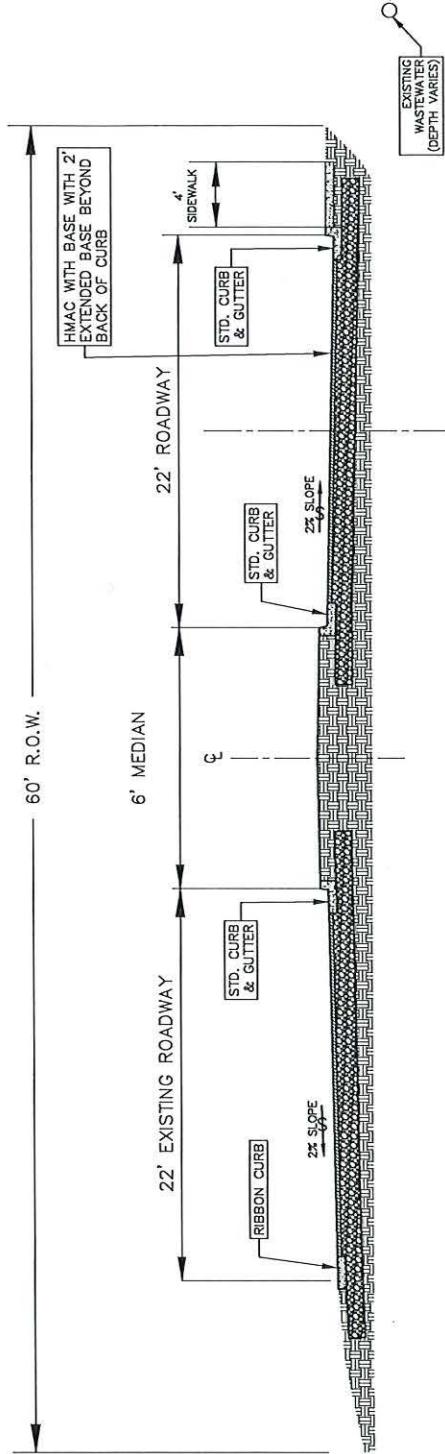


NOTE:  
60' R.O.W. MAJOR COLLECTOR IS PROPOSED TO MATCH EXISTING SECTION  
THAT WAS BUILT WITH TEXAS HERITAGE VILLAGE

60' R.O.W. ROB SHELTON OPTION 2  
TYPICAL SECTION  
N.T.S.

|           |            |
|-----------|------------|
| Scale:    | NTS        |
| Designed: | JH         |
| Drawn:    | JH         |
| Reviewed: | JG         |
| Date:     | 06/28/2021 |

**EXHIBIT D.3**  
**Rob Shelton Section Option 3**



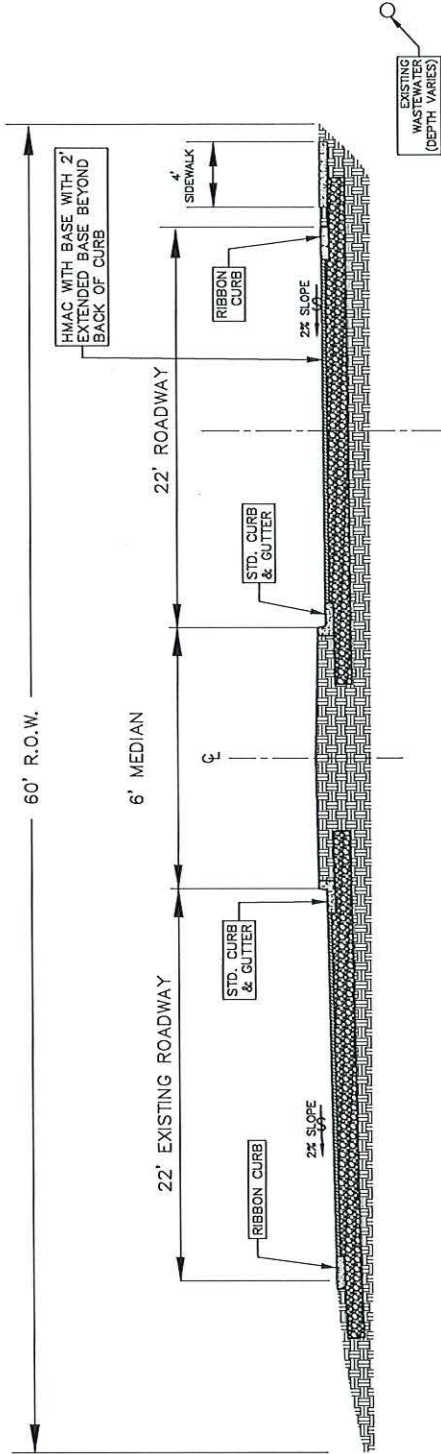
NOTE:  
60' R.O.W. MAJOR COLLECTOR IS PROPOSED TO MATCH EXISTING SECTION  
THAT WAS BUILT WITH TEXAS HERITAGE VILLAGE

60' R.O.W. ROB SHELTON OPTION 3  
TYPICAL SECTION  
N.T.S.

|           |            |
|-----------|------------|
| Scale:    | NTS        |
| Designed: | JH         |
| Drawn:    | JH         |
| Reviewed: | JG         |
| Date:     | 06/28/2021 |



**EXHIBIT D.4**  
**Rob Shelton Section Option 4**



NOTE:  
60' R.O.W. MAJOR COLLECTOR IS PROPOSED TO MATCH EXISTING SECTION THAT WAS BUILT WITH TEXAS HERITAGE VILLAGE

60' R.O.W. ROB SHELTON OPTION 4  
TYPICAL SECTION  
N.T.S.

|           |            |
|-----------|------------|
| Scale:    | NTS        |
| Designed: | JH         |
| Drawn:    | JH         |
| Reviewed: | JG         |
| Date:     | 06/28/2021 |

**EXHIBIT E**

**Offsite Roadway Dedication Rob Shelton and Founder’s Park Including Roundabouts**

|           |            |
|-----------|------------|
| Scale:    | NTS        |
| Designed: | JH         |
| Drawn:    | JH         |
| Reviewed: | JG         |
| Date:     | 04/27/2021 |



**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Entitlements - Surveying/Mapping  
 7401 B. Highway 71 W, Suite 160  
 Austin, Texas 78735, Phone: (512)-583-2600  
 www.doucetengineers.com  
 Firm Registration Number: 3937

OFFSITE ROADWAY  
 AGREEMENT  
 R.O.W.  
 DEDICATION EXHIBIT

CANNON RANCH  
 DRIPPING SPRINGS, TX

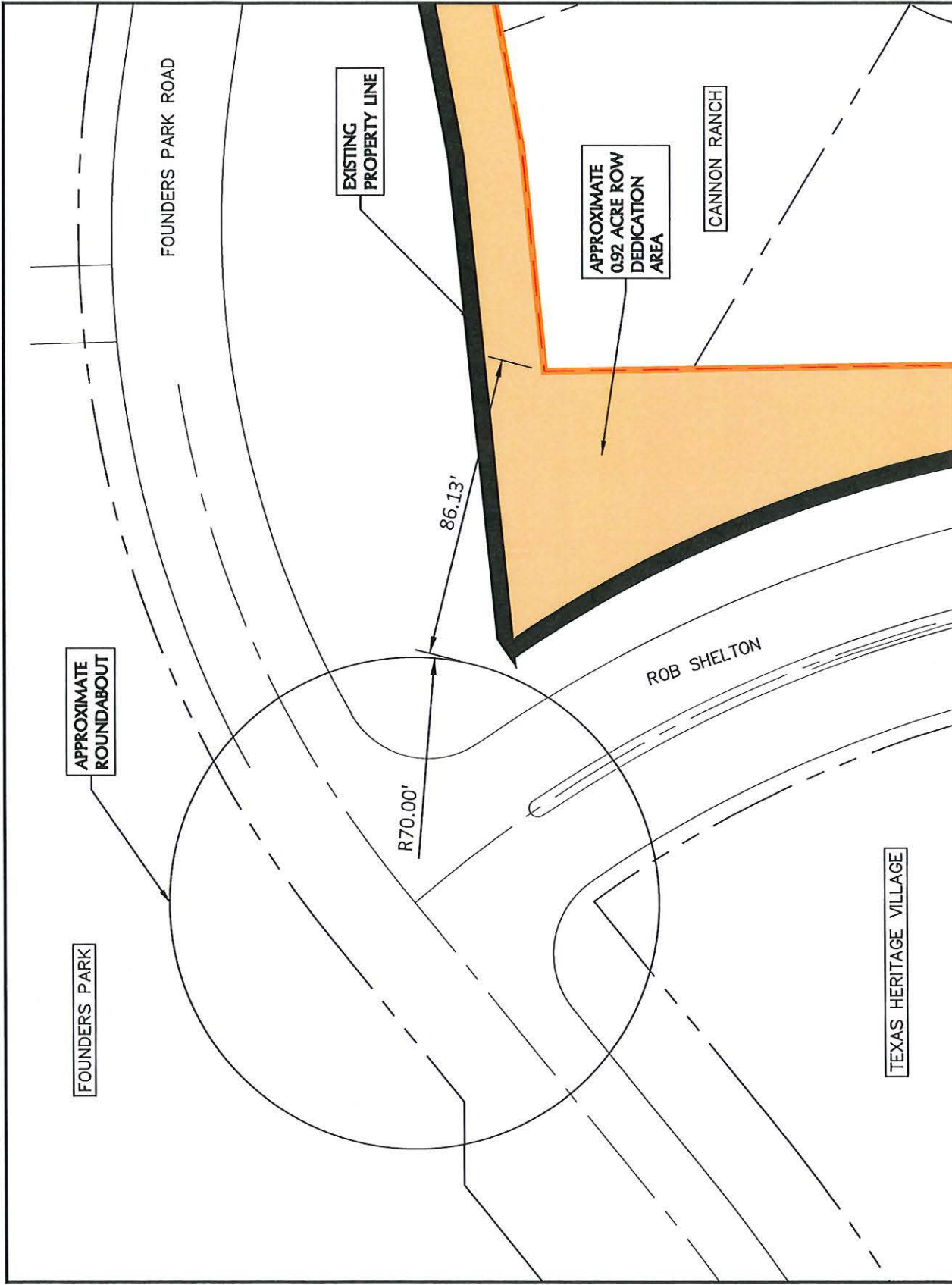
SHEET  
**EXHIBIT**  
 OF 1  
 lect No:  
 98-003



|           |            |
|-----------|------------|
| Scale:    | 1:40       |
| Designed: | JH         |
| Drawn:    | JH         |
| Reviewed: | JG         |
| Date:     | 05/13/2021 |



NOTE: ROUNDABOUT DIMENSIONS BASED OFF OF CONCEPTUAL FROM HDR DATED 06/2017

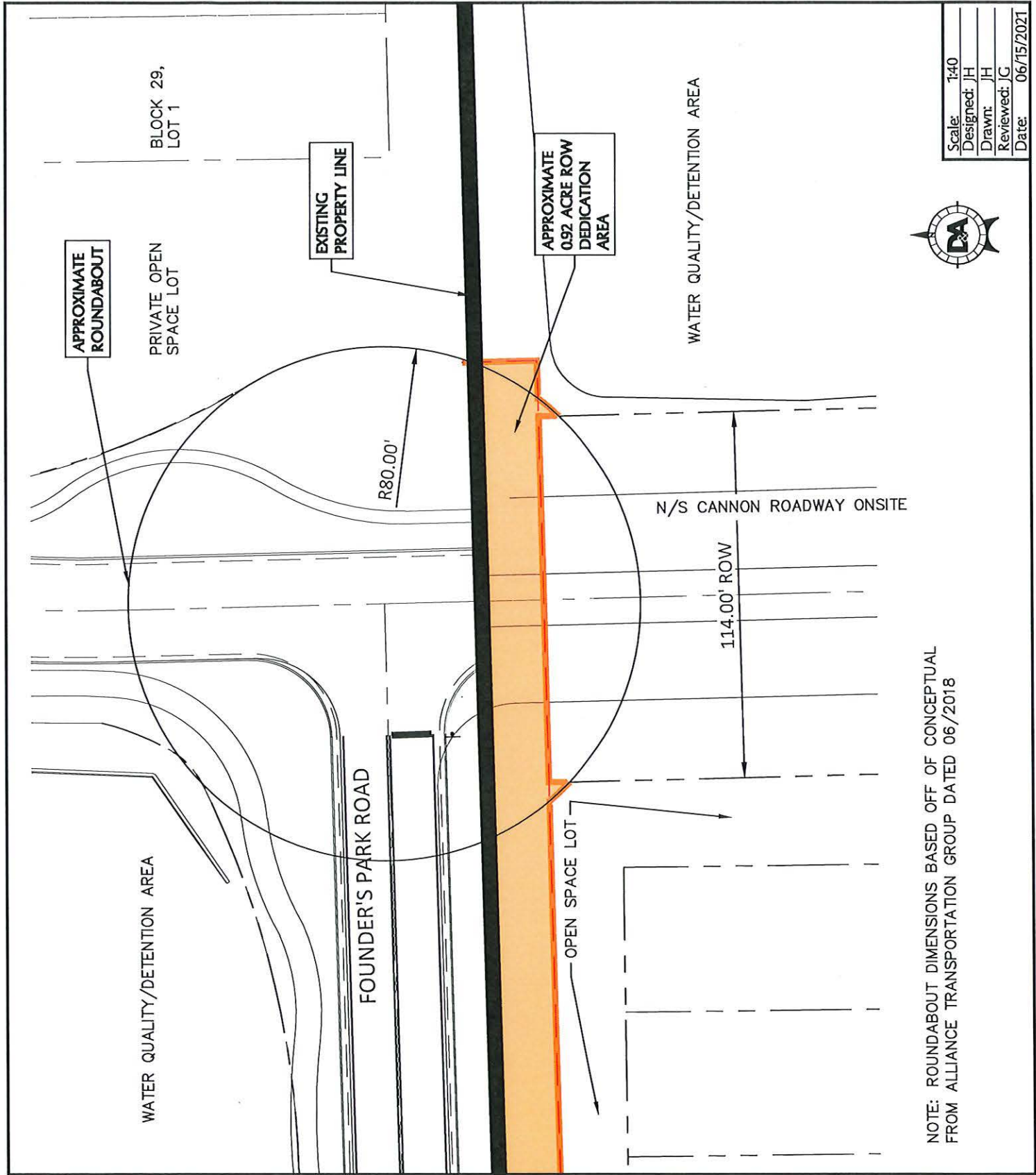


**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Entitlements - Surveying/Mapping  
 7401 B. Highway 71 W, Suite 160  
 Austin, Texas 78735, Phone: (512)-583-2600  
 www.doucetengineers.com  
 Firm Registration Number: 3937

OFFSITE ROADWAY  
 AGREEMENT  
 FPR & ROB SHELTON  
 ROUNDABOUT

CANNON RANCH  
 DRIPPING SPRINGS, TX

SHEET  
**EXHIBIT**  
 OF 1  
 ect No:  
 98-003  
 110



NOTE: ROUNDABOUT DIMENSIONS BASED OFF OF CONCEPTUAL FROM ALLIANCE TRANSPORTATION GROUP DATED 06/2018

|           |            |
|-----------|------------|
| Scale:    | 1:40       |
| Designed: | JH         |
| Drawn:    | JH         |
| Reviewed: | JG         |
| Date:     | 06/15/2021 |



Plot Date/Time: Jun. 15, 21 - 11:28:07  
 Item 8.

**DA DOUCET & ASSOCIATES**  
 Civil Engineering - Entitlements - Surveying/Mapping  
 7401 B. Highway 71 W, Suite 160  
 Austin, Texas 78735, Phone: (512)-583-2600  
 www.doucetengineers.com  
 Firm Registration Number: 3937

OFFSITE ROADWAY  
 AGREEMENT  
 FPR & LONE PEAK  
 ROUNDABOUT

CANNON RANCH  
 DRIPPING SPRINGS, TX

SHEET  
**EXHIBIT**  
 OF 1  
 lect No:  
 98-003  
 111



**DRIPPING SPRINGS**  
Texas

# Ashton Woods

Laura Mueller, City Attorney

### HIGHLIGHTS



1. A 4-lane arterial will be built from Founders Park Road south to 290. An east/west collector will be constructed from the 4-lane arterial to the edge of the project.
2. Ashton Woods will improve the north section of Rob Shelton to Founders Park Road to be the same as the southern portion including a median, but with City reimbursement. The offsite road agreement gives the City the flexibility at time of cost estimate to determine whether it wants these improvements to be constructed and paid for with city funds.
3. In consideration of the proposed road improvements which exceed the project's impact, they are requesting
  - not to build a sidewalk on their property for the east/west collector,
  - not to build the pedestrian facilities (sidewalk and shared-use path) on the off-site portion of the 4-lane arterial, and
  - reimbursement for the improvements on Rob Shelton.
4. Ashton Woods has agreed to the City's design requests.



| <b>Development Standards</b>       |   |                                      |
|------------------------------------|---|--------------------------------------|
|                                    | <b>Single-family residential—Town center (SF-3)</b> | <b>Planned District Development</b>  |
| <b>Size of Lots</b>                |   |                                      |
| Minimum Lot area                   | 3,500 square feet                                   | 4,600 square ft./dwelling unit       |
| Minimum Lot Width                  | 35 feet   | 40 feet (Internal); 50 feet (Corner) |
| Minimum Building Width             | 25 feet   | 25 feet                              |
| <b>Setback Requirements</b>        |   |                                      |
| Minimum Front Yard                 | 10 feet   | 20 feet                              |
| Minimum Side Yard                  | 5 feet, 7.5 feet                                    | 5 feet; 15 feet (Corner)             |
| Minimum Rear Yard                  | 10 feet   | 10 feet                              |
| Accessory Building                 | 5 feet  | 5 feet                               |
| <b>Height Regulations</b>          |   |                                      |
| Main Building                      | 2 ½ stories, or 40'                                 | 2 ½ stories, or 40'                  |
| <b>Other Development Standards</b> |   |                                      |
| Impervious Cover                   | 65 %  | 50% total, maximum 65% per lot       |



# DESIGN OF RESIDENCES



Item 8.

- **Materials:** Masonry, Native Stone, Brick Masonry, Stucco, and Cementitious Siding
- **Elevations:** Requires at least 2 elements and have to be different elevations near each other:
  - two wall planes on the front elevation, offset a minimum of 18 inches; covered front porches or patio; side-entry or swing-in garage entry; garage door recessed from the primary front facade a minimum of four feet; Enhanced garage door materials; Shed roof or trellis (at least 18" deep; combination of at least two roof types (e.g. hip and gable) or two different roof plane; two or more masonry finishes to compliment the architectural style of the home; and the addition of one or more dormers on the front elevation to compliment
  - the architectural style of the home.
- **Floorplans:** minimum of six (6) floorplans will be available, offering a variation of front elevations so that there is no discernable repetition in any street scape.
  - A plan can be repeated every third building pad (Example: Plan A 1, Plan B 1, Plan A 1, Plan B 2),
  - although elevations shall be different on the two houses.

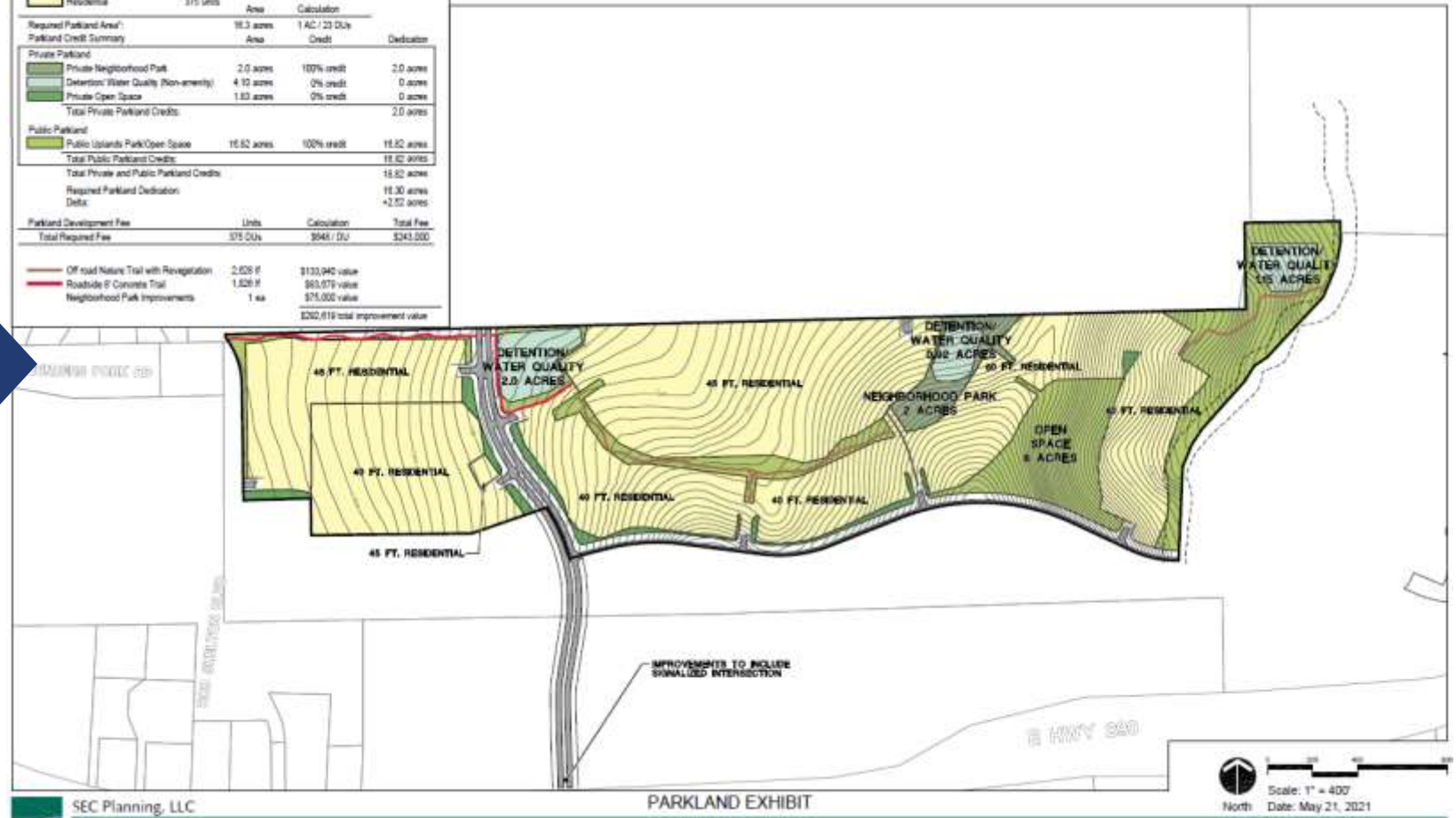
# Parks

- Trail along Founders Park Road
- \$80,000 in Park Development Fee
- Neighborhood Park

Approved by Parks Committee

**PARKLAND SUMMARY**

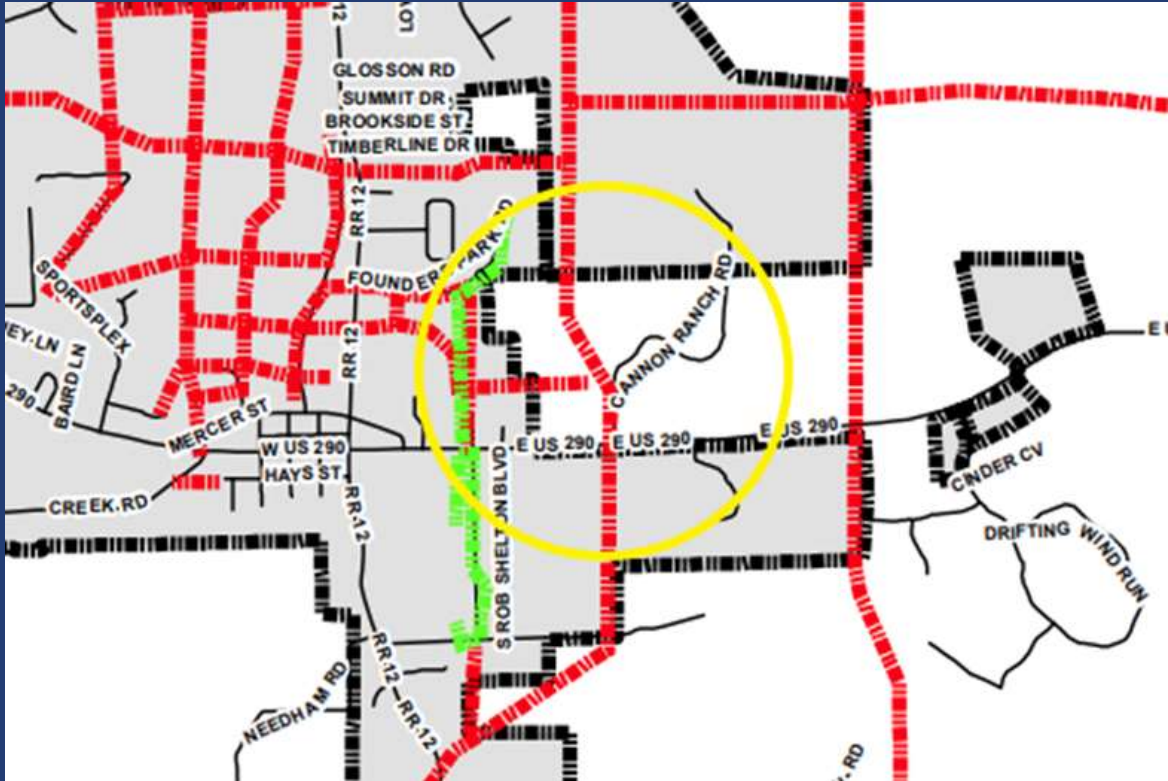
| Residential                                      | SF Units | Area                              | Calculation  | Dedication         |
|--|----------|-----------------------------------|--------------|--------------------|
| Required Parkland Area*                          |          | 18.3 acres                        | 1 AC / 22 DU |                    |
| <b>Parkland Credit Summary</b>                   |          |                                   |              |                    |
| <b>Private Parkland</b>                          |          |                                   |              |                    |
| Private Neighborhood Park                        |          | 2.0 acres                         | 100% credit  | 2.0 acres          |
| Detention Water Quality (Non-erect)              |          | 4.12 acres                        | 0% credit    | 0 acres            |
| Private Open Space                               |          | 1.83 acres                        | 0% credit    | 0 acres            |
| <b>Total Private Parkland Credits</b>            |          |                                   |              | <b>2.0 acres</b>   |
| <b>Public Parkland</b>                           |          |                                   |              |                    |
| Public Uplands Park/Open Space                   |          | 16.62 acres                       | 100% credit  | 16.62 acres        |
| <b>Total Public Parkland Credits</b>             |          |                                   |              | <b>16.62 acres</b> |
| <b>Total Private and Public Parkland Credits</b> |          |                                   |              | <b>18.62 acres</b> |
| Required Parkland Dedication                     |          |                                   |              | 18.30 acres        |
| <b>Delta:</b>                                    |          |                                   |              | <b>+2.32 acres</b> |
| <b>Parkland Development Fee</b>                  |          |                                   |              |                    |
|  | Units    | Calculation                       | Total Fee    |                    |
| Total Required Fee                               | 375 DU   | \$648 / DU                        | \$243,000    |                    |
| <b>Trail Improvements</b>                        |          |                                   |              |                    |
| Off road Nature Trail with Vegetation            | 2,628 ft | \$133,940 value                   |              |                    |
| Roadside 5' Concrete Trail                       | 1,828 ft | \$63,075 value                    |              |                    |
| Neighborhood Park Improvements                   | 1 ea     | \$75,000 value                    |              |                    |
|  |          | \$272,015 total improvement value |              |                    |



SEC Planning, LLC

PARKLAND EXHIBIT

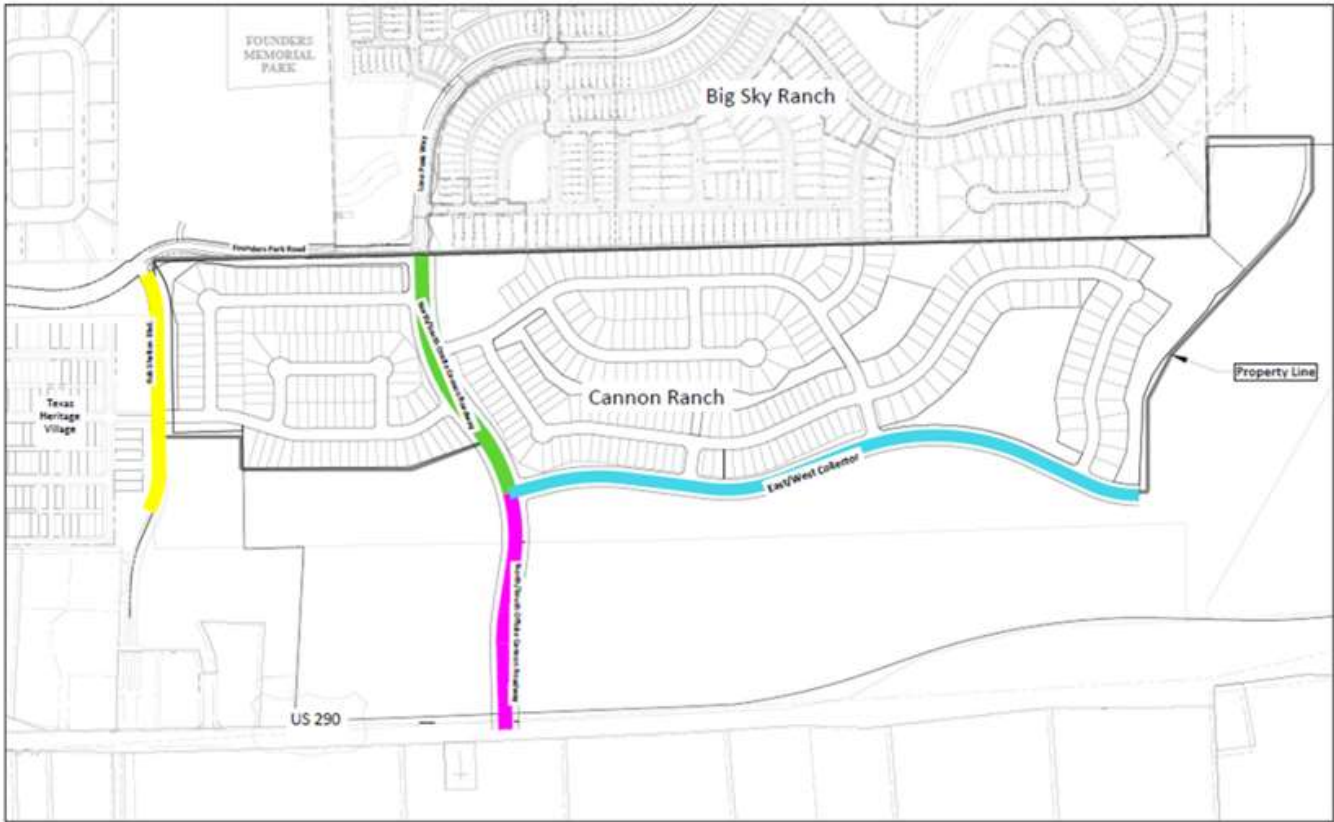
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North Date: May 21, 2021



# Transportation



# TRANSPORTATION



|   | Proposed Road Width | Existing Road Width | Proposed ROW | Existing ROW | Proposed LF |
|---|---------------------|---------------------|--------------|--------------|-------------|
| N/S Onsite Cannon Roadway (North of E/W)  | 48'                 | -                   | 114'         | -            | 1030        |
| N/S Offsite Cannon Roadway (South of E/W) | 48'                 | -                   | 114'         | -            | 1121        |
| E/W Collector                             | 24'                 | -                   | 90'          | -            | 2812        |
| Rob Shelton                               | 44'                 | 22'                 | 60'          | 60'          | 1085        |



**DA DOUCET & ASSOCIATES**  
 10415 West Loop South, Suite 200  
 Houston, TX 77042, Tel: (281) 242-2400  
 www.dadoucet.com  
 10/12/12 Project Number: 12000000

**Transportation Option**  
 Proposed Recommendations

**Cannon Ranch**  
 Dripping Springs, TX

SHEET  
 1  
 OF 1

Project No.: 12000000

## City Initial Request

- 4 lane Arterial to 290
- East/West Collector
- Traffic Signal
- Offsite Roadway Improvements at Rob Shelton (AW)
- Expansion of Founders Park Road with roundabouts

## Current Proposal

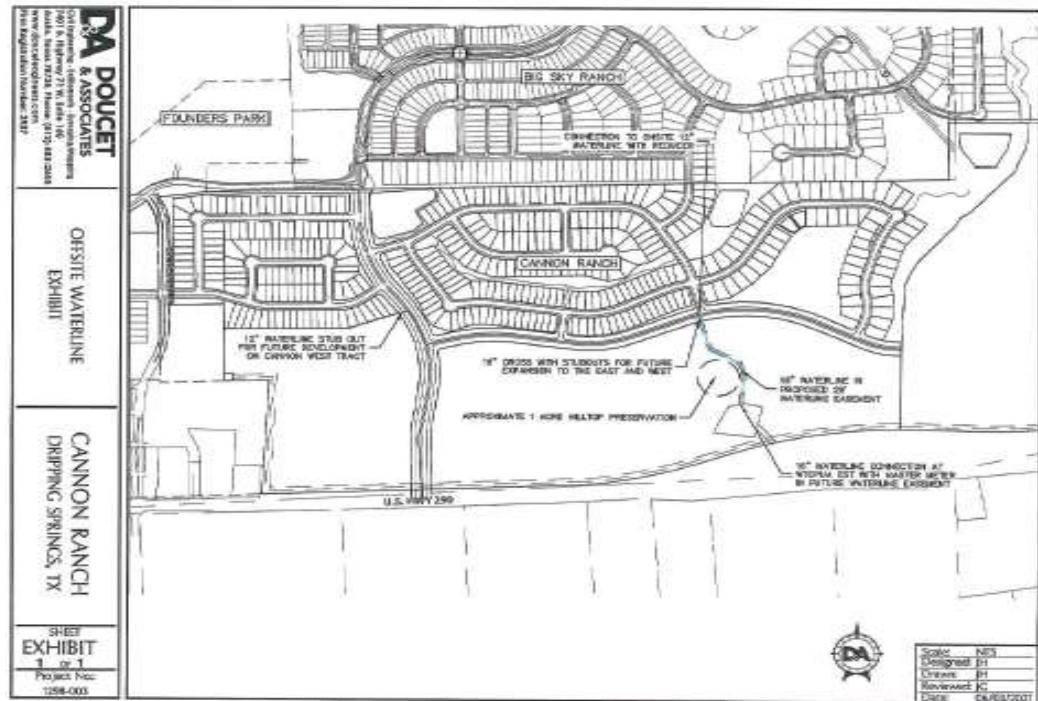
- 4 lane Arterial to 290 (sidewalk and shared-use path onsite)
- East/West Collector
- Contribution to Traffic Signal
- Offsite Roadway Improvements at Rob Shelton (CITY) - City chooses from 4 options
- Dedicated right-of-way for future roundabouts

**Approved by Transportation Committee**

# UTILITY AGREEMENTS

## Wastewater Agreement

- 200 LUEs are immediately available (“Initial Service”).
- 50 LUEs increments at City’s discretion or Owner may use alternative method
- A total of 375 LUEs are available upon completion of the East Interceptor and the new Discharge WWTP.
- Ashton to construct all onsite facilities
- City will be constructing offsite facilities (East Interceptor).
- Impact Fees: 200 LUEs in the amount of \$7,580 per LUE.



## Water Agreement

- City obtains wholesale service from WTCPUA
- City provides retail water service to Development
- Ashton constructs facilities and provides necessary easements
- 375 LUEs plus 10 LUEs for irrigation
- Ashton pays all fees on obtains all permits
- All facilities to be dedicated to City
- Pays charges to City



**DRIPPING SPRINGS**  
Texas

# QUESTIONS?





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

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

**Council Meeting Date:** April 19, 2022

**Agenda Item Wording:** Discuss and consider an ordinance amending Chapter 20, Article 20.02 and 20.06, Sections 20.02.006 of the Dripping Springs Code of Ordinances; Amending the General Provisions related to Wastewater and Water Rates including Rates for Service Provided to out of city customers. *Sponsor: Mayor Foulds, Jr.*

**Agenda Item Requestor:**

**Summary/Background:** The city hired Bruce Fairchild to conduct a wastewater and water rate analysis and study (see attached report). Mr. Fairchild also did the last rate analysis that was completed in 2018 which resulted in a wastewater rate increase.

This proposed amendment will increase wastewater rates by 10% (both the base fee and the volumetric charge). We are charging both in city and out of city residents the same rates. The last rate increase was approved in January 2018.

Currently our water rates are a markup of 6% on top of what we are charged by the West Travis County Public Utility Agency. This has not been an issue for us as we have not had active residential customers. We are starting to connect homes in the Driftwood Development and need to set standard rates. This proposed amendment sets a base fee and volumetric charge for water customers based on the rates charged by the Dripping Springs Water Supply. The recommendation sets rates 20% higher for those customers outside of the City Limits. See the attached report from Mr. Fairchild regarding his analysis and justification.

If approved, these results will be reflected on the May 2022 utility bills.

**Commission Recommendations:** N/A



**Recommended Council Actions:**

Approve rates as presented.

**Attachments:**

Rate study preformed by Bruce Fairchild. Ordinance Amendment.

**Next Steps/Schedule:**

Publish required notice. Update utility bills to reflect new rates.

**DRIPPING SPRINGS WASTERWATER UTILITY SYSTEM  
Rate Analysis -- Fiscal Year 2022**

**Operating Expenses:**

|                        |            |  |           |
|------------------------|------------|--|-----------|
| Salaries and Benefits  | \$ 323,145 |  |           |
| Routine Operations     | 70,000     |  |           |
| Non-routine Operations | 90,000     |  |           |
| Other O&M              | 490,704    |  |           |
| Contingency Reserve    | 200,000    |  |           |
|                        |            |  | 1,173,849 |

Sal+Taxes+Benefits+Retire+on Call

System M&R thru Equipment plus Fleet Maintenance thru Dispatch

**Administrative and General Expenses:**

|                         |           |  |         |
|-------------------------|-----------|--|---------|
| Administrative Expense  | \$ 47,000 |  |         |
| Professional Services   | 48,500    |  |         |
| Planning and Permitting | 50,000    |  |         |
| Engineering             | 142,500   |  |         |
|                         |           |  | 288,000 |

Legal Fees+Auditing+Regulatory

Const. Services+Misc Pla/Consult+2nd CPI+Water Plan+Caiterra+HR Fill Station

**Non-Debt Funded Capital Requirements:**

|                     |            |  |         |
|---------------------|------------|--|---------|
| Equipment Purchases | \$ 169,640 |  |         |
| Capital Projects    | 135,000    |  |         |
|                     |            |  | 304,640 |

Equipment+Fleet Acq

Road Recon+Effluent Fill Station

**Debt Service Requirements:**

|                      |         |  |           |
|----------------------|---------|--|-----------|
| Tax Series 2015      | 733,288 |  |           |
| Tax Series 2019      | 958,553 |  |           |
| Coverage @ 1.2 times | -       |  |           |
|                      |         |  | 1,691,841 |

**TOTAL COST OF SERVICE**

**3,458,330**

**Other Revenues:**

|                      |              |  |             |
|----------------------|--------------|--|-------------|
| Miscellaneous Fees   | \$ (197,631) |  |             |
| Delayed Connect Fees | (157,850)    |  |             |
| Interest Income      | (50,000)     |  |             |
| PEC and Cable Fees   | (260,000)    |  |             |
| Sales Tax Transfer   | (759,224)    |  |             |
| Impact Fee Transfer  | (826,443)    |  |             |
| Transfer to Water    | 12,000       |  |             |
|                      |              |  | (2,239,148) |

Late/Returned Check Fees + ROW Fees+TGS Fees+Transfer Fees+ Over-use Fees + Other income

Imputed based on 10% increase in existing rates

**NET REVENUE REQUIREMENTS**

**1,219,182**

**REVENUES:**

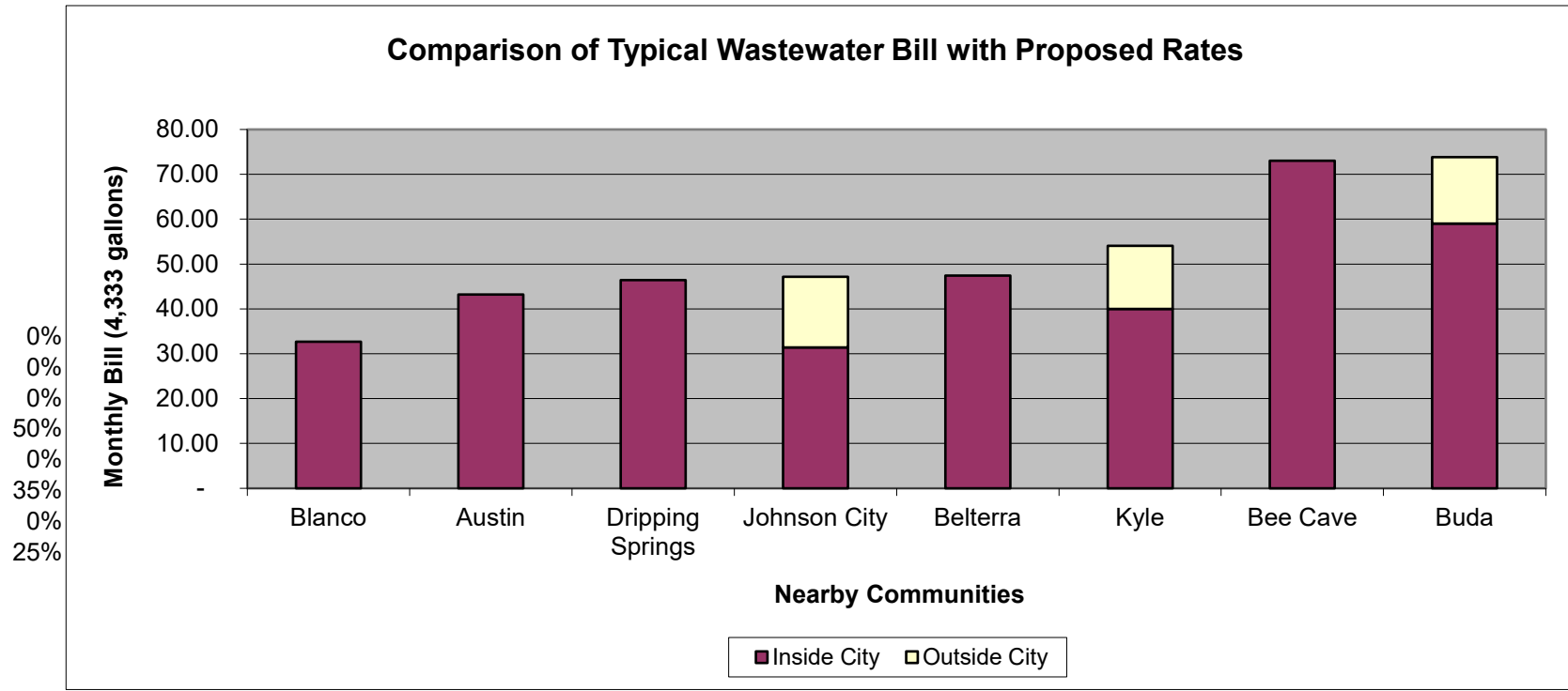
**Curent Rates:**

|                  |       |    |        |          |         |                  |
|------------------|-------|----|--------|----------|---------|------------------|
| Customer Charge: |       |    |        |          |         |                  |
| Customers        | 1,925 | 12 | 23,100 | \$ 26.25 |         | 606,375          |
| Usage Charge:    |       |    |        |          |         |                  |
| Gallons          | 5.905 | 12 | 1,925  | 136,406  | \$ 3.68 | 501,972          |
| <b>Revenues</b>  |       |    |        |          |         | <b>1,108,347</b> |

**Proposed Rates:**

Increase 10%

|                  |       |    |        |          |         |                  |
|------------------|-------|----|--------|----------|---------|------------------|
| Customer Charge: |       |    |        |          |         |                  |
| Customers        | 1,925 | 12 | 23,100 | \$ 28.88 |         | 667,013          |
| Usage Charge:    |       |    |        |          |         |                  |
| Gallons          | 5.905 | 12 | 1,925  | 136,406  | \$ 4.05 | 552,169          |
| <b>Revenues</b>  |       |    |        |          |         | <b>1,219,182</b> |







**ATTACHMENT A**

**SCHEDULE OF WATER RATES**

|  | <u>Inside-City</u>                              | <u>Outside-City</u>                        |
|--|---|--|
|  | Rates of Dripping Springs<br>Water Supply Corp. | 20% Rate Differential<br>Above Inside-City |
| <b>RESIDENTIAL/COMMERCIAL WITH NO IRRIGATION METER</b> |   |  |
| <b>Monthly Minimum</b>                                 | \$ 35.00 /Month                                 | \$ 42.00 /Month                            |
| <b>Tier (gallons)</b>                                  |   |  |
| 1 - 4,000  | \$ 2.25 /1,000                                  | \$ 2.70 /1,000                             |
| 4,001 - 8,000  | \$ 3.75 /1,000                                  | \$ 4.50 /1,000                             |
| 8,001 - 12,000   | \$ 4.25 /1,000                                  | \$ 5.10 /1,000                             |
| 12,001 - 20,000  | \$ 5.75 /1,000                                  | \$ 6.90 /1,000                             |
| 20,001 - 30,000  | \$ 6.25 /1,000                                  | \$ 7.50 /1,000                             |
| 30,001 - 50,000  | \$ 8.25 /1,000                                  | \$ 9.90 /1,000                             |
| 50,001 above   | \$ 12.00 /1,000                                 | \$ 14.40 /1,000                            |
| <b>COMMERCIAL WITH SEPARATE IRRIGATION METER</b>       |   |  |
| <b>Monthly Minimum</b>                                 | \$ 35.00 /Month                                 | \$ 42.00 /Month                            |
| <b>Tier (gallons)</b>                                  |   |  |
| 1 - 4,000  | \$ 2.25 /1,000                                  | \$ 2.70 /1,000                             |
| 4,001 - 8,000  | \$ 3.75 /1,000                                  | \$ 4.50 /1,000                             |
| 8,001 - 12,000   | \$ 4.25 /1,000                                  | \$ 5.10 /1,000                             |
| 12,001 - 30,000  | \$ 4.75 /1,000                                  | \$ 5.70 /1,000                             |
| 30,001 - 50,000  | \$ 7.25 /1,000                                  | \$ 8.70 /1,000                             |
| 50,001 above   | \$ 9.25 /1,000                                  | \$ 11.10 /1,000                            |
| <b>IRRIGATION METER</b>                                |   |  |
| <b>Monthly Minimum</b>                                 | \$ 35.00 /Month                                 | \$ 42.00 /Month                            |
| <b>Tier (gallons)</b>                                  |   |  |
| 1 - 30,000   | \$ 3.25 /1,000                                  | \$ 3.90 /1,000                             |
| 30,001 - 50,000  | \$ 5.25 /1,000                                  | \$ 6.30 /1,000                             |
| 50,001 - 100,000                                       | \$ 8.25 /1,000                                  | \$ 9.90 /1,000                             |
| 100,001 - above  | \$ 12.00 /1,000                                 | \$ 14.40 /1,000                            |

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2022-\_\_\_\_\_**

AN ORDINANCE AMENDING CHAPTER 20, ARTICLES 20.02 AND 20.06, SECTIONS 20.02.006(c) AND 20.06.004 OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING THE GENERAL PROVISIONS RELATED TO WASTEWATER AND WATER RATES INCLUDING RATES FOR SERVICE PROVIDED TO OUT OF CITY CUSTOMERS; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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

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

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

**WHEREAS**, the City performed a water and wastewater study related to rates for residents and for out of city residents; and

**WHEREAS**, the City Council finds that the amendments imposed by this Ordinance modify water and wastewater rates such that they are fair, just, and reasonable and so that the services are adequate and efficient and reflect the results of the water and wastewater studies; and

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

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

**1. FINDINGS OF FACT**

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

**2. ENACTMENT**

Chapter 20, Article 20, Sections 20.02.006(c) and 20.06.004 of the City of Dripping Springs Code of Ordinances is hereby amended so to read in accordance with Attachment "A" which is attached

hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on Attachment A.

### **3. REPEALER**

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

### **4. SEVERABILITY**

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

### **5. CODIFICATION**

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

### **6. PROPER NOTICE & MEETING**

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

**PASSED & APPROVED this, the 19<sup>th</sup> day of April 2022, by a vote of \_\_ (ayes) to \_\_ (nays) to \_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

### **CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary



***ATTACHMNT "A"***

**Sec. 20.02.006. - Application for service; rates.**

\* \* \*

(c) Wastewater service rates.

(1) The following monthly wastewater rates and charges for the collection, treatment and disposal of wastewater are in effect for residential customers, including multifamily and apartment, and commercial customers both within and outside the corporate limits of the city from the effective date of this article:

(A) Minimum usage charge per LUE: ~~\$26.25~~28.28.

(B) Excess usage charge per LUE: \$50.00.

(C) Gallonage charge: ~~\$3.68~~4.05 per 1,000 gallons.

(2) Minimum usage charges per LUE apply to each LUE for which a connection fee has been paid.

(3) Excess usage charges apply to each LUE (or fraction thereof) in use at a service address that exceeds the number of LUE's for which a connection fee has been paid. The number of LUE's in use is measured by the city, using methods authorized by this chapter for billing purposes, such as metered water consumption by the customer. The city may vote to waive excess use fees for a particular customer class until excess use exceeds a specified amount.

(4) In addition, the city shall charge each customer any regulatory assessment required by the state commission on environmental quality.

(5) The rates fixed herein are estimated to be sufficient to provide for the expenses of operation, maintenance, and replacement of the system, including debt service. Such rates may be revised from time to time as may be necessary. Prior to revising such rates, the city may obtain a cost-of-service audit to be used as the basis for a rate increase.

\* \* \*

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

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

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

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

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

~~(A) that are charged to the city by its wholesale water provider, WTCPUA pursuant to WTCPUA tariff and policies for water service and all contracts with the WTCPUA, and (B) that are charged to the city by any service provider or contractor that is engaged by the city to assist with the operation or maintenance of the city's retail water system. Except for special charges, all rates, charges, and fees imposed by the WTCPUA or by a city contractor providing services that allow the city to provide water service on the city will be passed through to each customer on a pro rata basis so that the city fully recoups from its retail customers the rates, fees, and charges that are billed to the city. The base rate will be shown separately on customer's water bill. Costs associated with water loss in the city's retail water system shall be allocated to retail customers on a pro rata basis.~~

~~(2)~~(3) Special charges. Each retail water customer shall be responsible to pay costs incurred that are attributable to a specific retail customer or retail customer account (such as, but not limited to, returned check fees, disconnect charges, and resumption of service charges).

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

**FINANCIAL CONCEPTS AND APPLICATIONS, INC.****3907 RED RIVER  
AUSTIN, TEXAS 78751****(512) 458-4644****BHFairchild@gmail.com**

April 11, 2022

Ms. Ginger Faught  
Deputy City Administrator  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, Texas 78620

Dear Ginger:

You requested that we prepare a study developing rates for water service that the City of Dripping Springs is scheduled to begin providing in 2022. Rates for water service are customarily based on an analysis of the utility's cost of providing service, similar to the methodology used to establish the rates Dripping Springs charges customers for wastewater service. A cost-of-service study is based on historical or budgeted data that reflects representative levels of the operating expenses, capital costs, and customer usage that are expected to prevail when the rates will be in effect.

For most water systems, operating expenses and capital costs are known historically or can be reasonably estimated, and the number of customers and their usage are measurable and relatively stable. However, because the Dripping Springs water system is new and developing, it is difficult to determine accurately the operating and capital costs required to operate the system, and even more difficult to estimate the number and usage of customers that will be served. As a result, performing a traditional cost-of-service study to calculate rates for the Dripping Spring water system is problematic, with there being no assurance that any rates will reflect the cost of providing service and produce revenues reasonably expected to recover these costs.

An alternative to a cost-of-service study is to set initial rates for a new utility based on those charged by neighboring utilities. The rates that similarly situated utilities charge are expected to be generally reflective of the cost of providing service in the area and can be viewed as a competitive and fair price for water service. Further, setting initial rates based on those charged by neighboring utilities provides an objective basis for initial rates until the Dripping Springs water system becomes sufficiently established and mature that information is available to allow a meaningful cost-of-service study to be performed.

Ms. Ginger Faught  
April 11, 2022  
Page Two

A second consideration in setting the rates to be charged by the Dripping Springs water system is whether to differentiate between customers located inside and outside the city limits. When a city-owned utility serves outside-city customers, it takes on additional risks and responsibilities in providing service. This burden is often accounted for by charging outside-city customers higher rates, which are determined based on differences in the cost of providing service or an amount judged reasonable. For example, the rates of the cities of Buda, Kyle, and Johnson City are approximately 30, 35, and 50 percent higher for customers located outside their city limits than within. Because meaningful cost data for the Dripping Springs water system do not yet exist, any inside/outside city rate differential must necessarily be based on other factors.

The most immediate neighboring utility to the Dripping Springs water system is the Dripping Springs Water Supply Corporation. DSWSC's current water rates consist of a fixed monthly charge of \$35.00 plus volumetric charges that increase in blocks as a customer's monthly usage rises. This rate structure is intended to encourage water conservation and is typical of most water utilities' rate design, although the blocks and rates are specific to each utility. In Attachment A, DSWSC's schedule of rates is displayed in the first column, with rates calculated assuming a 20 percent rate differential for outside-city customers being shown in the second column.

Attachment B is a graph that compares typical monthly bills based DSWSC's rates for inside and outside customers with the monthly bills of other nearby communities assuming monthly water usage of 10,000 gallons. As can be seen there, using DSWSC's rates as the basis for initial rates for the Dripping Springs water system would result in monthly bills that generally compare favorably with those of nearby communities.

If I can answer any questions or provide additional information, please do not hesitate to contact me.

Sincerely,

Bruce H. Fairchild

Attachments





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

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

**Council Meeting Date:** April 19, 2022

**Agenda Item Wording:** **Dripping Springs Board, Commission and Committee meeting location report.** *Andrea Cunningham, City Secretary*

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

**Summary/Background:** City Hall council chambers will be serving as polling location for the May 7, 2022, general election, which includes early voting and election day voting. Council chambers will be unavailable during the following days:

- Monday, April 25<sup>th</sup> – Friday, April 29<sup>th</sup> (7:00 a.m. – 5:00 p.m.)
- Monday, May 2<sup>nd</sup> – Tuesday, May 3<sup>rd</sup> (7:00 a.m. – 5:00 p.m.)

All scheduled meetings for this time frame have either been rescheduled, are in the process of rescheduling or have been moved to an alternate location.

- April 26, 2022
  - City Council, 5:00 p.m.: DSRP Event Center
  - Planning & Zoning Commission, 6:00 p.m.: DSRP Event Center
- April 27, 2022
  - Economic Development Committee, 4:00 p.m.: DSISD Board Room
- May 2, 2022
  - Parks & Recreation Commission, 6:00 p.m.: Process of rescheduling

**Attachments:** 1. May 7, 2022, General Election Polling Schedule

July 21, 2021

Michelle Fisher  
City Administrator  
511 Mercer Street  
Dripping Springs, Texas 78620  
512.858.4725  
[mfischer@cityofdrippingsprings.com](mailto:mfischer@cityofdrippingsprings.com)

Re: Proposal for the Historic Stephenson School Building Feasibility Study Update  
101 Old Fitzhugh Road, Dripping Springs, Texas 78620

Architexas will provide consulting services to The City of Dripping Springs for preservation planning services to update the 2020 Feasibility Study for the historic Stephenson Building at 101 Old Fitzhugh Road in Dripping Springs, Texas. This Study was previously prepared by Architexas with input and assistance by City of Dripping Springs representatives and will be updated with new conditions and recommendations as required, upon selective demolition of additional non-original interior walls. The 2020 Feasibility Study will be re-issued and presented to the Landmarks Committee and Dripping Springs City Council.

**SCOPE OF SERVICES:**

- TASK I PROJECT INITIATION
- TASK II BASE DRAWINGS/DOCUMENTATION
- TASK III EVALUATION OF EXISTING CONDITIONS
- TASK IV COST ESTIMATE
- TASK V FEASIBILITY STUDY- COMPILATION AND PRESENTATION

**TASK I - PROJECT INITIATION**

- 1.1 Schedule  
Architexas proposes to complete the Study thirty (30) days after initiation. A draft of the final Study will be submitted for review and comment, and then updated prior to presenting the updated report to City Council and the Landmarks Committee.

**TASK II - BASE DRAWINGS/DOCUMENTATION**

- 2.1 Update Measurement of Building/Base Drawings  
Architexas will schedule a single day site visit to verify measurements of the building's floor plans in the recently vacated VFW/American Legion space where selective interior demolition is going to be undertaken by the City. It is our understanding that the Owner will have any stored contents of the building removed prior to this field visit, and that it is the Owners intent to only remove non-historic walls and finishes prior to evaluation of existing conditions. Architexas will assist the Owner in identification of historic vs. non-historic materials as needed prior to demolition.
- 2.2 Update Photographic Documentation  
The VFW/American Legion space will be documented with digital photography once selective demolition is complete. Documentation will focus on updated conditions post-demolition and any specific character defining features that may have been exposed.

**TASK III - EVALUATION of EXISTING CONDITIONS**

- 3.1 Updated Building Conditions Survey and Recommendations  
Architexas will conduct an evaluation of the building's newly exposed/changed conditions and provide a written description of the updates, as they exist today. The following elements in the 2020 Feasibility Study will be evaluated and updated as required:

*Building Interior:* Architectural interior features such as existing and original walls, floor and ceiling finishes, and millwork will be re-evaluated upon selective demolition of non-original walls. Any newly discovered conditions and causes of deterioration will be described, and recommendations made.

*Structure:* If any structural deficiencies are identified during the existing conditions analysis update, we will notify the Owner and provide an additional services proposal for evaluation by a licensed structural engineer.

- 3.2 Update Existing Conditions Report  
Architexas will update the written narrative and will incorporate new photographs of the VFW space into the existing report to supplement the narrative. CAD drawings will also be updated, as required, to reflect accurate existing conditions, and any changes to existing drawings will be updated in the report. Architexas will prepare a draft of the updated assessment report and submit to the Owner for review and comment.

**TASK IV - COST ESTIMATE**

- 4.1 Update Cost Estimate  
Architexas will prepare an updated estimate of probable cost for the rehabilitation of the building that reflects selective demolition of the VFW space and the newly uncovered existing conditions. Architexas anticipates minor/no changes to the conceptual design and will proceed with the previously approved master plan drawings.

**TASK V - FEASIBILITY REPORT- COMPILATION AND PRESENTATION**

- 5.1 Updated Report  
Architexas will compile the findings of the evaluation and cost estimate into an updated Feasibility Study.
- 5.2 Final Presentation  
Architexas will present the final Feasibility Study to the City of Dripping Springs Landmarks Committee and City Council at two (2) separate meetings.

**COMPENSATION**

Architexas proposes to prepare this updated Feasibility Study for the Stephenson Building for a fixed fee of \$4,500 including reimbursable expenses. The fee will be invoiced based on completion of each task at the values listed below.

**REIMBURSABLE EXPENSES**

Expenses incurred in the interest of the project are included in the compensation for professional fees and include: Printing, copying, postage, mileage (.545/mile) and delivery. The reimbursable expenses include one bound color copy of the report and one PDF digital copy.

**ADDITIONAL SERVICES**

Architexas will provide additional services and additional meetings related to this work beyond the scope of services listed in this proposal. Compensation for these services will be invoiced on an hourly basis as follows:

|  |           |
|--|-----------|
| Senior Principal                       | \$200/hr. |
| Principal                              | \$165/hr. |
| Architect / Designer / Project Manager | \$120/hr. |
| Senior Preservation Specialist         | \$110/hr  |
| Architectural Intern / CADD            | \$85/hr.  |
| Administrative                         | \$65/hr.  |

**PROFESSIONAL SERVICES NOT INCLUDED AS PART OF BASIC SERVICES**

- 1. Hazardous materials testing, survey, abatement, report, cost estimating or consultation
- 2. Professional services relating to variance requests by jurisdictional authorities
- 3. Construction document preparation, bidding or construction administration services
- 5. Geotechnical services
- 6. Preparation of Federal or State Tax Credit applications (this may be provided as an additional service)
- 7. MEP/Civil / Structural Engineering services or analyses
- 8. Historic paint analysis (this may be provided as an additional service)
- 9. Landmark applications for national, state or local designations (this may be provided as an additional service)

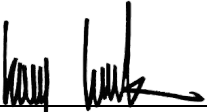
**AGREEMENT**

If you are in agreement with this proposal, please sign below. We look forward to the opportunity of working with you and your team on this highly significant project.

Authorized Representatives:

\_\_\_\_\_  
*Michelle Fisher*  
*Dripping Springs, Texas; City Administrator*

\_\_\_\_\_  
*Date*

  
\_\_\_\_\_  
*Larry Isik, AIA, Senior Principal*  
ARCHITEXAS

\_\_\_\_\_  
*07/21/2021*  
*Date*

## TERMS AND CONDITIONS

### Terms and Conditions:

ARCHITEXAS shall perform the services outlined in this Agreement for the stated fee arrangement.

**Access to Site:** Unless otherwise stated, ARCHITEXAS will have access to the site for activities necessary for the performance of the services. The CLIENT acknowledges that some exploratory work may be required to examine concealed conditions and will be notified of potential areas of work before any work is performed. ARCHITEXAS will take precautions to minimize damage due to exploratory activities, but has not included in the fee the cost of restoration of any resulting damage.

**Dispute Resolution:** Any claims or disputes made during design, construction or post-construction between CLIENT and ARCHITEXAS shall be submitted to non-binding mediation. CLIENT and ARCHITEXAS agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

**Billings/Payments:** Invoices for ARCHITEXAS' services shall be submitted on a monthly basis for services performed to date. Invoices shall be payable within 30 days of receipt. If the invoice is not paid within 30 days, ARCHITEXAS may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service.

**Late Payments:** Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

**Certifications: Guarantees and Warranties:** ARCHITEXAS shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence ARCHITEXAS cannot ascertain.

**Termination of Services:** This Agreement may be terminated by the CLIENT or ARCHITEXAS should the other fail to perform its obligations hereunder. In the event of termination, the CLIENT shall pay ARCHITEXAS for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**Ownership of Documents:** All documents produced by ARCHITEXAS under this agreement shall remain the property of ARCHITEXAS and may not be used by the CLIENT for any other endeavor without the written consent of ARCHITEXAS.

**Hazardous Materials Indemnity:** The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless ARCHITEXAS, its officers, partners, employees and subconsultants (collectively, ARCHITEXAS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of ARCHITEXAS.

**Information Provided By Others:** The CLIENT shall furnish, at the CLIENT'S expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. ARCHITEXAS may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. ARCHITEXAS shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT'S consultants and contractors.

**Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or ARCHITEXAS. ARCHITEXAS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against ARCHITEXAS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and ARCHITEXAS agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultant's, vendors and other entities involved in this Project to carry out the intent of this provision.

**Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor ARCHITEXAS, their respective officers, directors, partners, employees, contractors or sub-consultant's shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and ARCHITEXAS shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.



**Limitation of Liability:** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ARCHITEXAS and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied of ARCHITEXAS or its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by ARCHITEXAS under this Agreement, or the total amount of \$4,500, whichever is less.

**Betterment:** If, due to ARCHITEXAS' negligence, a required item or component of the Project is omitted from ARCHITEXAS' construction documents, ARCHITEXAS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will ARCHITEXAS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**Proprietary Information:** All portions of this proposal are considered by ARCHITEXAS to be trade secrets and proprietary information that if released without ARCHITEXAS permission, would give advantage to competitors. As such, these records are exempt for disclosure under Section 3(A)(4) and 3(A)(10) of the Texas Open Records Act. Release and utilization of this project shall be only under conditions established with the ARCHITEXAS team.

**Licensure:** In accordance with State law, you are hereby notified of the following: The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

**Meaning of Terms:**

A. ARCHITEXAS: ARCHITEXAS shall mean ARCHITEXAS and its independent professional associates or consultants.

B. CLIENT: CLIENT shall mean the City of Dripping Springs.

STATE OF TEXAS §  
COUNTY OF HAYS §  
CITY OF DRIPPING SPRINGS §

## LEASE AGREEMENT:

Stephenson Building (Partial)  
101 Old Fitzhugh Road, Dripping Springs, Texas

### I. PARTIES

This lease (“Lease”) is made and entered by and between the City of Dripping Springs (“City”) and the Veterans of Foreign Wars (VFW) Post 2933 and American Legion Post 290 (“Tenants”). The City of Dripping Springs, Texas, is an incorporated municipality located at 511 Mercer Street, Dripping Springs, Texas 78620. The Veterans of Foreign Wars (VFW) Post 2933 and American Legion Post 290 can be reached at P.O. Box 1413, Dripping Springs, Texas 78620.

### II. PURPOSE

The City will provide a space for the Tenants, including a restroom and large meeting room, at the rear of the Stephenson Building, as illustrated in the diagram of the building in Attachment A. The building is located at 101 Old Fitzhugh Road, Dripping Springs, Texas, at the intersection of Mercer Street and Old Fitzhugh Road. The premises are to be used exclusively by Tenants for the purposes of conducting meetings and civic events. It is contemplated that the premises will be used for Tenants’ association meetings (monthly and district).

### III. RESPONSIBILITIES OF PARTIES

#### A. City agrees to:

1. **Premises.** The City will provide access to a restroom and large meeting room at the rear of the Stephenson Building, as described above, and ADA-compliant and accessible parking and access routes.
2. **Utilities.** Access to utilities including electricity, water, wastewater, and trash, pursuant to the costs described below.

#### B. Tenants agree to:

1. **Premises.** Accept the Premises in their present condition “AS IS,” the Premises being currently suitable for Tenants’ intended use. Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and occupancy of the Premises, including the most current International Building Code, as may be amended, and the City’s Historic Preservation ordinances as currently adopted or as amended in the future and found in Article 24.07 of the City of Dripping

Springs Code of Ordinances. Tenants are responsible for all permitting and inspection fees, as may be required. Allow City to enter the Premises to perform City's obligations, to inspect the Premises, and to use the City's storage area on the Premises.

2. **Payment.** Pay the Base Rent to City at City's Address on the anniversary of the signing of the Lease Agreement every year, with the first payment due upon execution of this Lease. Pay all utilities as they come due, including but not limited to water, electricity, and waste disposal. The Tenant shall pay for the costs of water and electricity that are over the average monthly amounts billed to the City for the past year. The average monthly amount for electricity was \$80.00 and the average monthly amount for water was \$39.00.
3. **Maintenance and Repair of Premises.** Repair, replace, and maintain any improvement or part of the Premises. These repairs, replacements, maintenance, and improvements shall be done solely at Tenants' expense. Repair any damage to the Premises caused by Tenants. Before commencement of any repairs: (a) any major repairs of the building, including any changes to the exterior of the building, must be approved by the City Council; and (b) any minor repairs shall be approved by the City Administrator. Maintain the premises immediately surrounding the building in a condition suitable for its intended use under this lease, including any landscaping, fencing, and the Welcome Sign.
4. **Insurance.** Maintain public liability coverage for the Premises and name the City as an additional named insured. Maintain insurance on Tenant's improvements and personal property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas. Deliver certificates of insurance to the City before the execution of this Lease and thereafter when requested.
5. **Indemnification.** Indemnify, defend, and hold City harmless from any loss, attorney's fees, court and other costs, or claims arising out of Tenant's use of the Premises.
6. **Termination of Lease.** Vacate and surrender the Premises on termination of this lease, including termination upon ninety (90) days' notice by City in cases of neglect, waste, or failure to pay timely rent.

**C. Tenant agrees not to:**

**Use of Premises.** Use the Premises for any purpose other than that stated in this Lease nor sublease or assign its use of the Premises in ways other than what is provided herein. The Tenants shall also agree not to: (a) create or permit a nuisance; (b) use the Premises in any way that is extra-hazardous, would increase insurance premiums, or would void insurance on

the building; or (c) alter the Premises without City's written consent, which may be given by the City Council as outlined in Section III (B)(3) above.

#### IV. TERMS AND CONDITIONS

- A. Term.** This Lease will become effective on the date it is signed by the last of the Parties to this Lease. The initial term of this Lease will be for a five (5) year term. Upon mutual written agreement between the Parties, the Parties may renew this Lease, in whole or in part and under the same terms and conditions, for a term of five (5) years.
- B. Termination.** This lease may be terminated by either party upon receipt of written notice ninety (90) days prior to the termination date.
- Base Rent.** One dollar (\$1.00) per year paid on the anniversary of this agreement.
- C. Utilities.** The City shall ensure that the building has adequate utilities for the Tenants' purposes. Tenants shall be responsible for the costs of the utilities, including water, trash, and electricity as described in Section III. B. 2.
- D. Non-Incorporation:** This Lease constitutes the entire agreement between the Parties with regard to the matters made the subject of this Lease. There are no verbal representations, inducements, agreements, or understandings between the Parties other than those specifically set forth herein.
- E. Amendments:** No modifications, amendments, or supplements to or waivers of any provision of this Lease will be valid unless made in writing and signed by both Parties to this Lease.
- F. Force Majeure:** Neither Party will be liable to the other for any default or delay in the performance of its obligations under this Lease caused by force majeure, provided the Party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within the Party's control. Force majeure is defined as those causes beyond the control of the Party that are generally recognized under Texas law as a force majeure event, such as acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party.
- G. Governing Law and Venue:** This Lease will be construed under and in accordance with the laws of the State of Texas. Venue for any litigation between the Parties will be Hays County, Texas.
- H. Attorney's Fees.** If City retains an attorney to enforce this lease and City prevails in litigation, City is entitled to recover reasonable attorney's fees and court and other costs.
- I. No Joint Enterprise:** The provisions of this Lease are not intended to create, nor will they be in any way construed to create, a joint venture, a partnership, or to create the relationships of an

employer-employee or principal-agent, or to otherwise create any liability for the Parties whatsoever with respect to the Parties' indebtedness, liabilities, and obligations.

- J. Severability:** If any provision of this Lease is held to be invalid, unenforceable, or illegal in any respect, such provision will be fully severable and the remainder of this Lease will remain valid and in full force and effect.
- K. Abatement.** Tenant's covenant to pay Rent and Utility Payments and City's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
- L. Release of Claims/Subrogation.** Tenant agrees to release City from any claim, by subrogation or otherwise, for any damage to the Premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of City or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
- M. City Default.** Defaults by City are failing to comply with any provision of this lease within thirty (30) days after written notice and failing to provide Essential Services to Tenant within ten (10) days after written notice. Tenant's remedies for City's default are, if City fails to comply with any provision of this lease within thirty (30) days of written notice, to terminate this lease.
- N. Tenant Default.** Defaults by Tenant are (a) failing to pay timely Rent or utilities; (b) abandoning or vacating a substantial portion of the Premises; or (c) failing to comply, within ten (10) days after written notice, with any provision of this lease other than the defaults set forth in (a), (b), and (c) above. City's remedies for Tenant's default are to: (a) enter and take possession of the Premises, after which City may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting and Tenant agrees to reimburse City for any expenditures made in order to relet; (b) enter the Premises and perform Tenant's obligations; and (c) terminate this lease by written notice and sue for damages. City may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.
- O. Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. City and Tenant have a duty to mitigate damages.
- P. Holdover.** If Tenant does not vacate the Premises following termination of this Lease, Tenant will become a tenant at-will and must vacate the Premises on receipt of notice from City. No holding over by Tenant, whether with or without the consent of City, will extend the Term.



**R. Notices.** Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

**If to the CITY:**

Michelle Fischer  
City Administrator  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620  
Telephone: (512) 858-4725  
Email: [mfischer@cityofdrippingsprings.com](mailto:mfischer@cityofdrippingsprings.com)

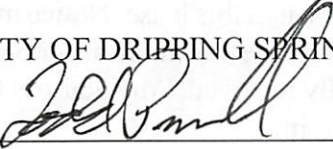
**If to Tenants:**

Robert Garland, Commander  
VFW Post 2933  
P. O. Box 216  
Dripping Springs, Texas 78620

Mark Kendzora, Commander  
American Legion Post 290  
P. O. Box 1413  
Dripping Springs, Texas 78620

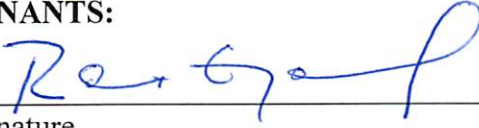
**S. Signatory Authorization. Signatory Authorization:** The signatories for the Parties hereby represent and warrant that each has full and complete authority to enter into this Contract.

Having agreed to the terms and conditions stated herein, the Parties do hereby execute this Contract.

CITY OF DRIPPING SPRINGS:  
  
\_\_\_\_\_  
Signature

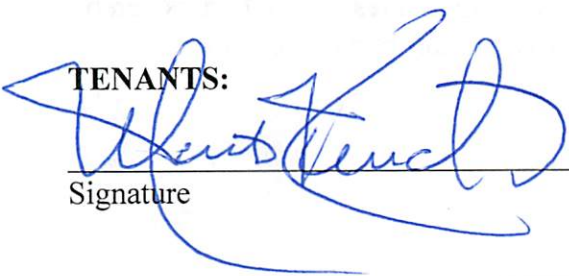
\_\_\_\_\_  
Todd Purcell, Mayor

June 13, 2017  
Date

**TENANTS:**  
  
\_\_\_\_\_  
Signature

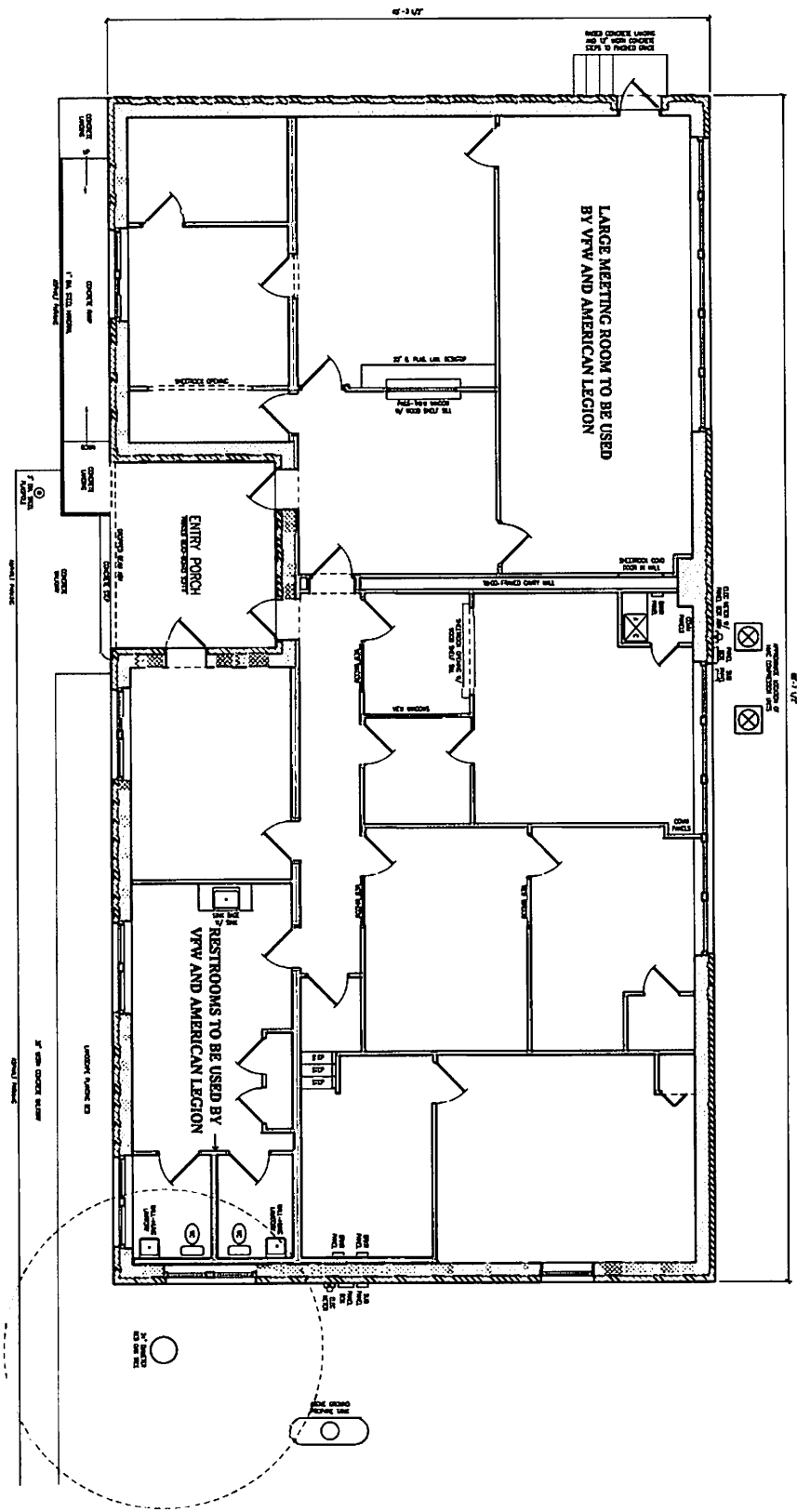
Robert Garland  
Robert Garland, Commander  
VFW Post 2933

2 JUNE 2017  
Date

**TENANTS:**  
  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mark Kendzora, Commander  
American Legion Post 290

2 JUNE 2017  
Date



AS-BUILT FLOOR PLAN

**WALL LEGEND**

|          |               |
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| [Symbol] | 2\"/>         |

**REVISIONS**

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**A1**

DATE: NOV 7, 2018  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**Heron Design Studio**  
 architecture

101 Hays Street, Suite 409  
 Dripping Springs, Texas 78620  
 512.858.8888

**Stephenson Building As-Built Floor Plan**  
 101 Old Fitzhugh Road  
 Dripping Springs, Texas 78620