



DRIPPING SPRINGS  
Texas

# CITY COUNCIL WORKSHOP & REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, July 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 Travis Crow

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 Director Jason Weinstock

Planning Director Howard Koontz

Senior Planner Tory Carpenter

Public Works Director Aaron Reed

Emergency Management Coordinator Roman Baligad

DSRP Manager Emily Nelson

### PLEDGE OF ALLEGIANCE

### WORKSHOP

- 1. Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2023.**

### 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.*

## **PROCLAMATIONS & PRESENTATIONS**

- 2. Annual Report on the Dripping Springs Visitors Bureau. Pam Owens, President/CEO**

## **BUDGET**

- 3. Discuss and consider approval of the Proposed Ad Valorem Tax Rate for 2022.**

## **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 June 21, 2022, City Council regular meeting minutes.**
- 5. Approval of the June 28, 2022, City Council Workshop & Regular meeting minutes.**
- 6. Approval of the July 5, 2022, City Council regular meeting minutes.**
- 7. Approval of the July 12, 2022, City Council regular meeting minutes.**
- 8. Approval of the June 2022 City Treasurer's Report.**
- 9. Approval of an Addendum to the Memorandum of Understanding (MOU) between the Hays County Office of Emergency Services and the City of Dripping Springs related to Emergency Animal Sheltering at the Dripping Springs Ranch Park. Sponsor: Council Member Tahuahua**
- 10. Approval of the reappointment of Marianne Simmons, Nikki Dahlin, and Janet Musgrove to the Farmers Market Committee for terms ending June 30, 2024.**
- 11. Approval of the Appointment of Sharon Hamilton and Jimmy Brown to the Transportation Committee for terms ending June 30, 2024; and the Appointment of Doug Crosson as the Planning & Zoning Commission Representative for an unexpired term ending June 30, 2023.**
- 12. Approval of an Ordinance Adopting the Official City Map of Incorporated Municipal Boundaries (City Limits) and Extraterritorial Jurisdiction of the City of Dripping Springs.**



- 13.** Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Driftwood Subdivision Phase 1 Section 2 Water and Wastewater Improvements.
- 14.** Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Driftwood Ranch Phase 1 Water and Wastewater Improvements and Releasing a Construction Bond.

## **BUSINESS AGENDA**

- 15.** Discuss and consider acceptance of an Annexation Petition and direction to staff to negotiate an Annexation Agreement with owners to annex approximately 3.21 acres in the Extraterritorial Jurisdiction, situated in the Philip A Smith Survey located at 501 Sportsplex Drive. *Applicant: Bob Richardson, Dripping Springs Community Library*
- 16.** Discuss and consider approval of a Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for the use of Dripping Springs Ranch Park to host a Haunted House attraction. *Sponsor: Council Member Parks*
- 17.** Discuss and Consider approval of the job description, employment, compensation, and benefits for the People & Communications Director. *Sponsor: Mayor Foulds, Jr.*
- 18.** Discuss and consider Appointments to the Historic Preservation Commission for one (1) member for a term ending June 30, 2023, and three (3) members for terms ending June 30, 2024.
- 19.** Discuss and consider the Appointment of five (5) members to the Economic Development Committee for terms ending June 1, 2024, and the Appointment of the Chair to serve a term concurrent with their term.
- 20.** Discuss and consider approval of an Ordinance rezoning a 36.28-acre property from Commercial Services (CS) to Planned Development District with a base zoning of CS, with 25.38-acres of residential uses and approximately 5.8-acres of commercial uses, and approximately 5.1-acres of utility spaces, as amended by the ordinance language herein, for property located at the southwest corner of U.S. 290 and Roger Hanks Blvd., in the City of Dripping Springs, Texas, and commonly known as “New Growth”.  
*Applicant: Isaac Karpay, New Growth Living*
  - a. Applicant Presentation
  - b. Staff Report
  - c. Planning & Zoning Commission Report
  - d. Public Hearing
  - e. Ordinance
- 21.** Discuss and consider approval of an Offsite Road Agreement for the Proposed New Growth Project. *Applicant: Isaac Karpay*
- 22.** Discuss and Consider Approval of a Wastewater Utility Agreement for the Proposed New Growth Development. *Applicant: Isaac Karpay*

## **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.*

**23. Maintenance and Facilities Report**  
*Craig Rice, Maintenance Director*

**EXECUTIVE SESSION AGENDA**

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

- 24. Deliberation regarding the job description, employment, compensation, and benefits for the People & Communications Director. *Personnel Matters 551.074.***
- 25. Deliberation regarding the appointment, employment, evaluation, reassignment, compensation, and duties of Penny Appleman, Roman Baligad, Jim Bass, Andrew Binz, Kevin Campbell, Sherry Canady, Tory Carpenter, Sarah Cole, Shawn Cox, Andrea Cunningham, Brandon Elliott, Ginger Faught, Michelle Fischer, Sesario Garza, Johnathon Hill, Caylie Houchin, Alison Jamieson, Sheri Kapanka, Amy Kappler, Jesse Kennis, Howard Koontz, Johnna Krantz, Charles Gray Lahrman, Debbie Loesch, Heron Longoria, Laura Mueller, Emily Nelson, Shane Pevehouse, Dany Ramirez, Steve Rasette, Aaron Reed, Charles Reed, Craig Rice, Warlan Rivera, Jessica Selina Romero, Mackenzie Rusick, Teresa Sanders, Lily Sellers, Nick Spillar, William Stevens, Riley Sublett, and Lisa Sullivan, Andrew Thompson, Jason Weinstock. *Deliberation of Personnel Matters, 551.074***

**UPCOMING MEETINGS**

**City Council & Board of Adjustment Meetings**

July 26, 2022, at 5:30 p.m.  
August 2, 2022, at 6:00 p.m. (CC & BOA)  
August 9, 2022, at 5:30 p.m.  
August 16, 2022, at 6:00 p.m.

**Board, Commission & Committee Meetings**

July 21, 2022, Emergency Management Commission at 12:00 p.m.  
July 25, 2022, Transportation Committee at 3:30 p.m.  
July 26, 2022, Planning & Zoning Commission at 6:00 p.m.  
July 28, 2022, Farmers Market Committee at 10:00 a.m.

**ADJOURN**

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

*All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. This notice of meeting is posted in accordance with Chapter 551, Government Code, Vernon's*

*Texas Codes. Annotated. In addition, the City Council may consider a vote to excuse the absence of any City Council Member for absence from this meeting.*

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on **July 15, 2022, at 3:30 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.*

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
					Item 1.
<b>CITY - GENERAL FUND</b>					
<b>Balance Forward</b>	1,573,178.86	1,606,121.36	32,942.50	1,606,121.36	2,714,953.88
<b>Revenue</b>					
AD Valorem	1,983,491.97	1,983,491.97		2,059,557.64	2,118,654.02
AV P&I	4,000.00	4,000.00		11,478.28	4,000.00
Sales Tax	3,796,125.70	3,796,125.70		4,000,000.00	3,800,000.00
Mixed Beverage	60,000.00	60,000.00		85,000.00	75,000.00
Alcohol Permits	7,085.00	7,085.00		7,085.00	6,852.50
Fire Inspections	10,000.00	10,000.00		50,000.00	50,000.00
Bank Interest	40,000.00	40,000.00		85,000.00	50,000.00
Development Fees:					
- Subdivision	656,006.25	656,006.25		1,000,000.00	890,750.00
- Site Dev	239,108.41	239,108.41		377,641.68	400,000.00
- Zoning/Signs/Ord	65,000.00	65,000.00		107,000.00	65,000.00
Building Code	1,500,000.00	1,500,000.00		2,150,000.00	1,500,000.00
Transportation	-	-			
Solid Waste	40,000.00	40,000.00		40,000.00	45,000.00
Health Permits/Inspections	60,000.00	60,000.00		100,000.00	75,000.00
Municipal Court	250.00	250.00		250.00	1,000.00
Other Income	40,000.00	40,000.00		40,000.00	40,000.00
TXF from Capital Improvements	300,000.00	324,000.00	24,000.00	-	
TXF DSRP On Call	10,400.00	10,400.00		10,400.00	10,400.00
TXF from HOT	4,305.00	4,305.00		4,305.00	2,404.33
TXF from WWU					4,066.66
TXF from TIRZ				127,102.00	
FEMA	-	-		5,292.38	
CARES Act	-	-			
Coronavirus Local Fiscal Recovery Funds (CLFRF)	707,181.10	707,181.10		708,578.71	-
<b>Total</b>	<b>11,096,132.29</b>	<b>11,153,074.79</b>	<b>56,942.50</b>	<b>12,574,812.05</b>	<b>11,853,081.39</b>
<b>Expense</b>					
Supplies	25,000.00	25,000.00		25,000.00	30,000.00
Office IT Equipment and Support	70,890.00	70,890.00		70,890.00	101,090.00
Software Purchase, Agreements and Licenses	165,142.00	183,888.00	18,746.00	184,000.00	200,013.00
Website	6,625.00	6,625.00		6,625.00	6,625.00
Communications Network/Phone	31,000.00	31,000.00		31,000.00	36,830.84
Miscellaneous Office Equipment	6,000.00	6,000.00		6,000.00	6,000.00
Utilities:					
- Street Lights	20,000.00	20,000.00		20,000.00	20,000.00
- Streets Water	4,000.00	4,000.00		3,500.00	4,000.00
- Office Electric	4,500.00	4,500.00		5,000.00	5,500.00
- Office Water	650.00	650.00		650.00	650.00
- Stephenson Electric	1,500.00	1,500.00		1,200.00	1,500.00
- Stephenson Water	500.00	500.00		500.00	500.00
Transportation:					
- Improvement Projects	775,000.00	775,000.00		400,000.00	1,096,332.00
- Street & ROW Maintenance	184,250.00	184,250.00		184,250.00	204,050.00
- Street Improvements	592,087.25	592,087.25		592,087.25	400,000.00
Office Maintenance/Repairs	11,060.00	11,060.00		11,060.00	18,510.00
Stephenson Building & Lawn Maintenance	5,500.00	5,500.00		2,000.00	6,000.00
Maintenance Equipment	47,878.00	47,878.00		47,878.00	97,500.00
Equipment Maintenance	3,000.00	3,000.00		3,000.00	5,500.00
Maintenance Supplies	4,600.00	4,600.00		4,600.00	5,100.00
Fleet Acquisition	196,700.00	196,700.00		196,700.00	110,000.00
Fleet Maintenance	18,800.00	28,800.00	10,000.00	28,800.00	44,000.00
City Hall Improvements	5,000.00	5,000.00		5,000.00	300,000.00

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
					Item 1.
Uniforms	7,760.00	7,760.00		7,760.00	12,320.00
Special Projects:					
- Family Violence Ctr	7,000.00	7,000.00		7,000.00	7,000.00
- Lighting Compliance	2,000.00	2,000.00		2,000.00	2,000.00
- Economic Development	10,000.00	10,000.00		10,000.00	5,000.00
- Records Management	1,220.00	1,220.00		720.00	1,220.00
- Government Affairs	-	-			60,000.00
- Stephenson Parking Lot Improvements	-	-			
- Stephenson Building Rehabilitation	14,000.00	14,000.00		14,000.00	10,000.00
- OFR Grant Writer	7,500.00	7,500.00		-	-
- Planning Consultant	175,000.00	175,000.00		175,000.00	250,000.00
- Land Acquisition	10,000.00	10,000.00			10,000.00
- Downtown Bathroom	100,000.00	100,000.00			200,000.00
- City Hall Planning					30,000.00
Public Safety:					
- Emergency Management Equipment	50,970.00	50,970.00		50,970.00	42,690.00
- Emergency Equipment Fire & Safety	2,118.00	2,118.00		1,500.00	611.00
- Emergency Mgt PR	2,000.00	2,000.00		2,000.00	2,000.00
- Emergency Equipment Maintenance & Service	5,860.00	5,860.00		5,860.00	11,702.00
- Emergency Management Other					30,000.00
- Animal Control	3,400.00	3,400.00		3,400.00	3,400.00
Public Relations	7,488.00	8,988.00	1,500.00	8,988.00	5,200.00
Postage	3,200.00	3,200.00		3,200.00	3,200.00
TML Insurance:					
- Liability	20,850.00	20,850.00		20,850.00	25,000.00
- Property	34,646.00	34,646.00		39,000.00	41,000.00
- Workers' Comp	25,000.00	25,000.00		25,000.00	25,000.00
Dues, Fees, Subscriptions	30,000.00	30,000.00		30,000.00	41,337.95
Public Notices	6,000.00	6,000.00		6,000.00	6,000.00
City Sponsored Events	5,000.00	5,000.00		5,000.00	5,000.00
Election	8,000.00	8,000.00		1,000.00	8,000.00
Salaries	2,249,643.70	2,263,243.70	13,600.00	2,065,000.00	2,659,355.85
Taxes	180,413.74	181,706.14	1,292.40	165,352.59	213,490.22
Benefits	238,768.10	238,768.10		217,278.97	281,232.53
Retirement	133,118.97	133,118.97		121,138.26	159,768.37
DSRP Salaries	376,654.59	376,654.59		350,000.00	515,070.52
DSRP Taxes	30,032.28	30,032.28		27,930.02	41,172.17
DSRP Benefits	54,436.25	54,436.25		50,625.71	73,155.45
DSRP Retirement	19,323.28	19,323.28		19,000.00	29,210.32
Professional Services:					
- Financial Services	115,000.00	115,000.00		28,000.00	35,000.00
- Engineering	70,000.00	94,000.00	24,000.00	94,000.00	70,000.00
- Special Counsel and Consultants	59,000.00	44,107.60	(14,892.40)	44,107.60	55,800.00
- Muni Court	15,500.00	15,500.00		15,500.00	15,500.00
- Bldg. Inspector	750,000.00	750,000.00		1,720,000.00	750,000.00
- Fire Inspector				40,000.00	40,000.00
- Health Inspector	50,000.00	50,000.00		70,000.00	50,000.00
- Architectural and Landscape Consultants	5,000.00	5,000.00		4,000.00	5,000.00
- Historic District Consultant	3,500.00	3,500.00		3,500.00	3,500.00
- Lighting Consultant	1,000.00	1,000.00		1,000.00	1,000.00
- Human Resource Consultant	10,000.00	10,000.00		12,500.00	15,000.00
Training/CE	83,623.90	83,623.90		83,623.90	92,892.04
Code Publication	5,350.00	5,350.00		7,500.00	8,000.00
Mileage	2,000.00	2,000.00		1,500.00	2,000.00
Miscellaneous Office Expense	10,000.00	10,000.00		10,000.00	10,000.00
Bad Debt Expense	5,000.00	5,000.00		-	

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
Contingencies/Emergency Fund	50,000.00	50,000.00		35,000.00	50,000.00
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	56,146.39	56,146.39	60,000.00	
TXF to Reserve Fund	200,000.00	200,000.00		300,000.00	300,000.00
TXF AV to TIF	200,244.23	200,244.23		207,963.66	437,849.40
TXF to TIRZ	250,000.00	250,000.00		250,000.00	-
Sales Tax TXF to WWU	759,225.14	759,225.14		800,000.00	760,000.00
SPA & ECO D TXF	218,656.84	218,656.84		230,400.00	218,880.00
TXF to DSRP	75,000.00	178,000.00	103,000.00	178,000.00	275,884.04
TXF to Capital Improvement Fund	-	-			
TXF to Vehicle Replacement Fund	25,462.00	25,462.00		25,462.00	32,725.00
TXF to WWU	-	155,721.00	155,721.00	155,721.00	
TXF to Founders Day	-	13,000.00	13,000.00	13,000.00	
TXF to Farmers Market				3,657.83	15,249.56
<b>Total</b>	<b>8,964,647.27</b>	<b>9,346,760.66</b>	<b>382,113.39</b>	<b>9,659,749.79</b>	<b>10,754,297.26</b>

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

Sponsorships and Donations	7,800.00	10,496.00	2,696.00	5,000.00	2,000.00
City Sponsored Events	1,227.00	1,227.00		-	3,000.00
Programs and Events	5,000.00	18,800.00	13,800.00	12,500.00	8,000.00
Community Service Permit Fees	4,400.00	4,400.00		2,095.00	1,800.00
Aquatics Program Income	85,800.00	85,800.00		27,000.00	29,400.00
Pool and Pavilion Rental	16,800.00	16,800.00		2,500.00	16,950.00
Park Rental Fees	5,350.00	5,350.00		5,350.00	5,950.00
Reimbursement of Utility Costs	8,000.00	8,000.00		2,014.95	-
TXF from HOT Fund	2,000.00	2,000.00		-	159,000.00
TXF from Parkland Dedication	113,462.80	113,462.80		111,462.80	107,000.00
TXF from Parkland Development	111,731.40	121,731.40	10,000.00	5,832.00	
TXF from Landscaping Fund	4,000.00	4,000.00		4,000.00	1,000.00
TXF from Contingency Funds	-	-			
TXF from DSRP	-	-			
TXF from CLFRF	-			-	160,570.49
<b>Total Revenue</b>	<b>365,571.20</b>	<b>392,067.20</b>	<b>26,496.00</b>	<b>177,754.75</b>	<b>494,670.49</b>

**Expense**

Other	11,500.00	11,500.00		11,500.00	11,500.00
Park Consultants	-	10,000.00	10,000.00	11,012.00	10,000.00
Dues Fees and Subscriptions	1,337.50	1,337.50		2,275.00	1,464.50
Advertising & Marketing	6,500.00	6,500.00		7,000.00	11,250.00
DS Ranch House Furniture & Equipment	-	-			-
<b>Total Other</b>	<b>19,337.50</b>	<b>29,337.50</b>	<b>10,000.00</b>	<b>31,787.00</b>	<b>34,214.50</b>

**Public Improvements**

All Parks	-	32,942.50	32,942.50	32,942.50	6,500.00
Triangle Improvement	2,000.00	2,000.00		-	9,000.00
Rathgeber Improvements	-	-			100,000.00
Founders Park	67,731.40	67,731.40		67,731.40	144,410.00
Founders Pool					1,500.00
Skate Park					75,000.00
S & R Park	-	-			150,000.00
Charro Ranch Park	1,800.00	1,800.00		1,800.00	1,000.00
DS Ranch Park	-	-			
<b>Total Improvements</b>	<b>71,531.40</b>	<b>104,473.90</b>	<b>32,942.50</b>	<b>102,473.90</b>	<b>487,410.00</b>

**Utilities**

Portable Toilets	5,000.00	5,000.00		7,800.00	7,800.00
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	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
					Item 1.
Triangle Electric	500.00	500.00		500.00	500.00
Triangle Water	500.00	500.00		500.00	1,000.00
S&R Park Water	14,500.00	14,500.00		13,000.00	13,000.00
SRP Electric	1,200.00	2,500.00	1,300.00	3,250.00	2,500.00
FMP Pool/ Pavilion Water	6,000.00	6,000.00		6,000.00	6,000.00
FMP Pool//Electricity	4,500.00	4,500.00		7,250.00	7,250.00
Pool Phone/Network	1,500.00	1,500.00		1,675.00	1,650.00
FMP Pool Propane	20,000.00	20,000.00		15,000.00	20,000.00
DS Ranch Park Electricity	500.00	500.00		-	-
DS Ranch Park Phone/Network	500.00	500.00		-	-
DS Ranch Park Septic	-	-			-
<b>Total Utilities</b>	<b>54,700.00</b>	<b>56,000.00</b>	<b>1,300.00</b>	<b>54,975.00</b>	<b>59,150.00</b>
<b>Maintenance</b>					
General Maintenance (All Parks)	1,000.00	1,000.00		1,000.00	1,000.00
Trail Washout repairs	-	-			-
Equipment Rental	1,000.00	1,000.00		1,000.00	1,000.00
Founders Pool	28,240.00	28,240.00		6,000.00	16,000.00
Founders Park	-	-		22,240.00	50,740.00
Skate Park Maintenance					500.00
S&R	51,920.00	56,519.00	4,599.00	56,519.00	31,420.00
Charro Ranch Park	7,700.00	7,700.00		7,700.00	7,250.00
Triangle/ Veteran's Memorial Park	700.00	700.00		700.00	700.00
DSRP	-	-			-
Rathgeber Maintenance	-	-		-	900.00
<b>Total Maintenance</b>	<b>90,560.00</b>	<b>95,159.00</b>	<b>4,599.00</b>	<b>95,159.00</b>	<b>109,510.00</b>
<b>Supplies</b>					
General Parks	3,000.00	3,000.00		3,000.00	8,550.00
Charro Ranch Supplies		1,500.00		1,500.00	1,500.00
Founders Park Supplies	43,375.00	43,375.00		43,375.00	
Founders Pool Supplies	-	-			24,705.00
Program and Events	1,500.00	13,740.00	12,240.00	5,690.00	20,050.00
DSRP & Ranch House Supplies	-	-			
S&R Supplies	400.00	400.00		400.00	400.00
<b>Total Supplies</b>	<b>48,275.00</b>	<b>62,015.00</b>	<b>12,240.00</b>	<b>53,965.00</b>	<b>55,205.00</b>
<b>Program Staff</b>					
Camp Staff	-	-			-
Program Event Staff	2,500.00	2,500.00		2,500.00	13,400.00
Aquatics Staff	70,591.24	70,591.24		70,591.24	77,043.15
<b>Total Staff Expense</b>	<b>73,091.24</b>	<b>73,091.24</b>		<b>73,091.24</b>	<b>90,443.15</b>
<b>Total Parks Expenditures</b>	<b>357,495.14</b>	<b>420,076.64</b>	<b>61,081.50</b>	<b>411,451.14</b>	<b>835,932.65</b>
<b>FOUNDERS DAY - GENERAL FUND</b>					
Balance Fwd.	19,313.52	19,313.52		19,313.52	33,588.01
<b>Revenue</b>					
Craft booths/Business Booths	6,500.00	6,500.00		6,255.81	6,250.00
Food booths	1,100.00	1,100.00		1,312.50	1,100.00
BBQ cookers	4,600.00	4,600.00		4,837.50	4,600.00
Carnival	9,500.00	9,500.00		13,585.46	10,000.00
Parade	3,750.00	3,750.00		3,975.00	3,750.00
Sponsorship	70,000.00	70,000.00		85,750.00	82,500.00
Parking concession	1,700.00	1,700.00		3,299.22	1,700.00
Electric	2,400.00	2,400.00		3,100.00	3,100.00

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
Misc.	-	-			
TXF from General Fund	-	13,000.00	13,000.00	13,000.00	
<b>Total</b>	<b>118,863.52</b>	<b>131,863.52</b>	<b>13,000.00</b>	<b>154,429.01</b>	<b>146,488.01</b>
<b>Expense</b>					
Publicity	8,500.00	8,500.00		9,551.14	9,500.00
Porta-Potties	7,150.00	7,150.00		10,019.00	12,000.00
Security	20,000.00	33,000.00	13,000.00	41,967.98	32,500.00
Health, Safety & Lighting					15,500.00
Transportation					4,500.00
Barricades/Traffic Plan	19,874.00	19,874.00		14,819.72	19,000.00
Bands/Music/Sound	15,000.00	15,000.00		13,950.00	22,500.00
Clean Up	5,060.00	5,060.00		5,500.00	5,500.00
FD Event Supplies	7,000.00	7,000.00		4,538.38	5,000.00
Sponsorship	5,000.00	5,000.00		5,551.97	6,000.00
Parade	650.00	650.00		815.12	650.00
Tent, Tables & Chairs	4,500.00	4,500.00		6,671.08	4,000.00
Electricity	1,800.00	1,800.00		1,843.34	1,800.00
FD Electrical Setup	4,600.00	4,600.00		-	4,600.00
Contingencies	416.00	416.00		5,613.27	3,438.01
<b>Total expenses</b>	<b>99,550.00</b>	<b>112,550.00</b>	<b>13,000.00</b>	<b>120,841.00</b>	<b>146,488.01</b>
<b>Balance Fwd.</b>	<b>19,313.52</b>	<b>19,313.52</b>	<b>-</b>	<b>33,588.01</b>	<b>-</b>

**CONSOLIDATED GENERAL FUND**

<b>Revenue</b>					
City	11,096,132.29	11,153,074.79	56,942.50	12,574,812.05	11,853,081.39
Parks	365,571.20	392,067.20	26,496.00	177,754.75	494,670.49
Founders	118,863.52	131,863.52	13,000.00	154,429.01	146,488.01
<b>Total</b>	<b>11,580,567.01</b>	<b>11,677,005.51</b>	<b>96,438.50</b>	<b>12,906,995.81</b>	<b>12,494,239.89</b>
<b>Expense</b>					
City	8,964,647.27	9,346,760.66	382,113.39	9,659,749.79	10,754,297.26
Parks	357,495.14	420,076.64	61,081.50	411,451.14	835,932.65
Founders	99,550.00	112,550.00	13,000.00	120,841.00	146,488.01
<b>Total Expense</b>	<b>9,421,692.41</b>	<b>9,879,387.30</b>	<b>456,194.89</b>	<b>10,192,041.93</b>	<b>11,736,717.92</b>
<b>Balance Fwd.</b>	<b>2,158,874.60</b>	<b>1,797,618.21</b>	<b>(359,756.39)</b>	<b>2,714,953.88</b>	<b>757,521.97</b>

**DRIPPING SPRINGS FARMERS MARKET**

Balance Forward	21,835.14	57,773.34	35,938.20	57,773.34	44,678.06
<b>Revenue</b>					
FM Sponsor	1,000.00	5,000.00	4,000.00	3,445.00	5,000.00
Grant Income	1,000.00	1,000.00		1,000.00	1,000.00
Booth Space	42,000.00	42,000.00		42,000.00	54,600.00
Applications	2,650.00	1,000.00	(1,650.00)	1,000.00	750.00
Membership Fee	-	1,650.00	1,650.00	-	2,600.00
Interest Income	500.00	500.00		85.00	200.00
Market Event/Merch.	500.00	1,000.00	500.00	1,000.00	1,000.00
Transfer from General Fund				3,657.83	15,249.56
<b>Total</b>	<b>69,485.14</b>	<b>109,923.34</b>	<b>40,438.20</b>	<b>109,961.17</b>	<b>125,077.62</b>
<b>Expense</b>					
Advertising	2,600.00	2,600.00		2,600.00	3,000.00
Market Manager	36,884.80	36,884.80		39,195.64	52,679.65
Market Specialist	-	-		1,672.65	
Payroll Tax Expense	3,073.69	3,073.69		3,265.77	4,281.09
DSFM Benefits	7,608.13	7,608.13		8,602.54	8,100.00

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
					Item 1.
Retirement	2,213.09	2,213.09		2,373.59	3,173.95
Entertainment& Activities	1,000.00	1,000.00		1,300.00	3,000.00
Dues Fees & Subscriptions	200.00	200.00		200.00	200.00
Market Event	500.00	500.00		-	500.00
Training	200.00	200.00		-	200.00
Office Expense	100.00	100.00		50.00	300.00
Supplies Expense	400.00	3,845.00	3,445.00	4,350.00	4,000.00
Network & Phone				247.92	252.00
Other Expense	200.00	200.00		1,425.00	2,600.00
Capital Fund	-	-			-
Contingency Fund	500.00	500.00			500.00
Transfer to Reserve Fund					35,000.00
<b>Total Expense</b>	<b>55,479.71</b>	<b>58,924.71</b>	<b>3,445.00</b>	<b>65,283.11</b>	<b>117,812.63</b>
<b>Balance Forward</b>	<b>14,005.43</b>	<b>50,998.63</b>	<b>36,993.20</b>	<b>44,678.06</b>	<b>7,264.99</b>
<b>PARKLAND DEDICATION FUND</b>					
Balance Forward	113,774.72	113,774.72		113,774.72	109,522.41
<b>Revenue</b>					
Parkland Fees	-	-		107,210.49	-
<b>Total Revenue</b>	<b>113,774.72</b>	<b>113,774.72</b>		<b>220,985.21</b>	<b>109,522.41</b>
<b>Expense</b>					
Park Improvements	113,462.80	113,462.80		111,462.80	107,000.00
TXF to AG Facility	-	-			
Master Naturalists	-	-			
<b>Total Expenses</b>	<b>113,462.80</b>	<b>113,462.80</b>		<b>111,462.80</b>	<b>107,000.00</b>
<b>Balance Forward</b>	<b>311.92</b>	<b>311.92</b>		<b>109,522.41</b>	<b>2,522.41</b>
<b>PARKLAND DEVELOPMENT FUND</b>					
Balance Forward	-	-		-	-
<b>Revenue</b>					
Parkland Development Fees	161,000.00	161,000.00		5,832.00	
<b>Total Revenue</b>	<b>161,000.00</b>	<b>161,000.00</b>		<b>5,832.00</b>	<b>-</b>
<b>Expense</b>					
Transfer to Parks	111,731.40	121,731.40	10,000.00	5,832.00	
<b>Total Expenses</b>	<b>111,731.40</b>	<b>121,731.40</b>	<b>10,000.00</b>	<b>5,832.00</b>	<b>-</b>
<b>Balance Forward</b>	<b>49,268.60</b>	<b>39,268.60</b>		<b>-</b>	<b>-</b>
<b>AG FACILITY FUND</b>					
Balance Fwd.	-	-		-	-
<b>Revenue</b>					
Ag Facility Fees	37,065.00	37,065.00		875.00	47,495.00
<b>Total Revenues</b>	<b>37,065.00</b>	<b>37,065.00</b>		<b>875.00</b>	<b>47,495.00</b>
<b>Expense</b>					
TXF to DSRP	37,065.00	37,065.00		875.00	47,495.00
<b>Total Expense</b>	<b>37,065.00</b>	<b>37,065.00</b>		<b>875.00</b>	<b>47,495.00</b>
<b>Balance Fwd.</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>
<b>LANDSCAPING FUND</b>					
Balance Fwd.	108,260.55	108,260.55		108,260.55	468,342.55
<b>Revenue</b>					
Tree Replacement Fees	-	-		371,340.00	
<b>Total Revenues</b>	<b>108,260.55</b>	<b>108,260.55</b>		<b>479,600.55</b>	<b>468,342.55</b>

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
					Item 1.
<b>Expense</b>					
Sports and Rec Park	2,000.00	2,000.00		2,000.00	-
DSRP	-	-			
FMP	2,000.00	2,000.00		2,000.00	-
Charro	1,000.00	1,000.00		1,000.00	1,000.00
Historic Districts	3,850.00	3,958.00	108.00	3,958.00	25,000.00
Professional Services	2,000.00	2,000.00		-	-
City Hall Lawn and Tree Maintenance	1,300.00	1,300.00	2,300.00	2,300.00	2,300.00
<b>Total Expense</b>	<b>12,150.00</b>	<b>12,258.00</b>	<b>2,408.00</b>	<b>11,258.00</b>	<b>28,300.00</b>
<b>Balance Fwd.</b>	<b>96,110.55</b>	<b>96,002.55</b>	<b>(2,408.00)</b>	<b>468,342.55</b>	<b>440,042.55</b>
<b>SIDEWALK FUND</b>					
Balance Fwd.	16,056.00	16,056.00		16,056.00	16,056.00
<b>Revenue</b>					
Fees	-	-		-	-
<b>Total Revenues</b>	<b>16,056.00</b>	<b>16,056.00</b>		<b>16,056.00</b>	<b>16,056.00</b>
<b>Expense</b>					
Expense	16,056.00	16,056.00		-	-
<b>Total Expense</b>	<b>16,056.00</b>	<b>16,056.00</b>		<b>-</b>	<b>-</b>
<b>Balance Fwd.</b>	<b>-</b>	<b>-</b>		<b>16,056.00</b>	<b>16,056.00</b>
<b>DRIPPING SPRINGS RANCH PARK OPERATING FUND</b>					
Balance Forward	2,101.84	2,101.84		63,118.23	107,613.54
<b>Revenue</b>					
Stall Rentals	39,200.00	39,200.00		40,103.19	37,200.00
RV/Camping Site Rentals	19,000.00	19,000.00		28,000.00	19,000.00
Facility Rentals	135,500.00	135,500.00		135,000.00	113,500.00
Equipment Rental	5,000.00	5,000.00		2,500.00	6,000.00
Sponsorships & Donations	136,275.00	52,275.00	(84,000.00)	16,250.00	52,275.00
Merchandise Sales	21,300.00	21,300.00		17,162.00	21,065.20
Riding Permits	10,000.00	10,000.00		10,000.00	9,500.00
Staff & Misc. Fees	4,000.00	4,000.00		4,000.00	4,000.00
Cleaning Fees	25,000.00	25,000.00		25,000.00	25,000.00
General Program and Events:	84,275.00	-	(84,275.00)		
- Riding Series	-	84,000.00	84,000.00	65,000.00	82,000.00
- Coyote Camp	-	74,925.00	74,925.00	80,000.00	137,000.00
- Misc. Events	-	9,350.00	9,350.00	9,350.00	2,000.00
- Programing					15,100.00
- Concert Series					
Other Income	4,000.00	4,000.00		625.00	500.00
Interest	600.00	600.00		1,000.00	600.00
TXF from Ag Facility	37,065.00	37,065.00		875.00	47,495.00
TXF from HOT	253,501.87	335,701.87	82,200.00	335,701.87	395,000.00
TXF for RV/ Parking Lot HOT	-	47,800.00	47,800.00	47,800.00	
TXF from General Fund	75,000.00	178,000.00	103,000.00	178,000.00	
TXF from Landscape Fund	-	-			
TXF from General Fund CLFRF	-	-	-		275,884.04
<b>Total Revenue</b>	<b>851,818.71</b>	<b>1,084,818.71</b>	<b>233,000.00</b>	<b>1,059,485.29</b>	<b>1,350,732.78</b>
<b>Expense</b>					
Advertising	-	-			17,750.00
Office Supplies	10,000.00	10,000.00		7,500.00	10,000.00

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
					Item 1.
Postage	100.00	100.00		30.00	-
DSRP On Call	10,400.00	10,400.00		10,400.00	10,400.00
Camp Staff	64,054.20	64,054.20		64,054.20	108,246.48
Network and Communications	56,304.00	56,304.00		61,500.00	11,316.40
Co-Sponsored Events	34,800.00	5,050.00	(29,750.00)	5,050.00	7,900.00
Sponsorship Expenses	-	2,050.00	2,050.00	750.00	2,100.00
Supplies and Materials	21,000.00	21,000.00		21,000.00	25,500.00
Ranch House Supplies	1,000.00	1,000.00		2,000.00	1,000.00
Dues, Fees and Subscriptions	9,561.94	9,561.94		20,000.00	5,127.50
Mileage	500.00	500.00		500.00	500.00
Equipment	26,922.00	26,922.00		3,000.00	294,250.00
House Equipment	-	-			
Equipment Rental	2,000.00	2,000.00		1,000.00	
Equipment Maintenance	16,000.00	16,000.00		20,000.00	
Portable Toilets	5,953.40	5,953.40		1,000.00	2,500.00
Electric	60,000.00	60,000.00		82,000.00	60,000.00
Water	7,000.00	7,000.00		10,250.00	7,000.00
Septic	750.00	750.00		750.00	750.00
Propane/Natural Gas	2,500.00	2,500.00		6,750.00	2,500.00
On Call Phone	2,060.00	2,060.00		2,060.00	501.60
Alarm	1,112.40	1,112.40		2,175.00	6,660.00
Stall Cleaning & Repair	2,000.00	2,000.00		1,200.00	4,000.00
Training and Education	400.00	400.00		400.00	9,500.00
General Program and Events:	13,950.00	-	(13,950.00)		
- Riding Series	-	32,000.00	32,000.00	32,000.00	32,000.00
- Coyote Camp	-	8,250.00	8,250.00	13,250.00	16,000.00
- Misc. Events	-	6,400.00	6,400.00	6,400.00	700.00
- Programing					8,000.00
- Concert Series					
Other Expense	20,000.00	20,000.00		20,000.00	20,000.00
Improvements	151,500.00	316,700.00	165,200.00	316,700.00	345,000.00
Tree Planting	-	-			
Contingencies	50,000.00	50,000.00		30,000.00	50,000.00
Fleet Acquisition	15,000.00	15,000.00		15,000.00	-
Fleet Maintenance	2,500.00	2,500.00		2,500.00	5,500.00
General Maintenance and Repair	96,828.92	111,828.92	15,000.00	86,828.92	184,800.00
Grounds and General Maintenance	21,690.00	21,690.00		21,690.00	21,690.00
House Maintenance	1,000.00	1,000.00		6,000.00	10,000.00
HCLE	13,200.00	13,200.00		13,200.00	13,200.00
Merchandise	11,402.63	11,402.63		11,402.63	10,500.00
RV/Parking Lot	-	47,800.00	47,800.00	47,800.00	
TXF to Vehicle Replacement Fund	5,731.00	5,731.00		5,731.00	5,962.00
<b>Total Expenses</b>	<b>737,220.49</b>	<b>970,220.49</b>	<b>233,000.00</b>	<b>951,871.75</b>	<b>1,310,853.98</b>
<b>Total Bal Fwd.</b>	<b>114,598.22</b>	<b>114,598.22</b>	<b>-</b>	<b>107,613.54</b>	<b>39,878.80</b>

**HOTEL OCCUPANCY TAX FUND**

Balance Fwd.	119,311.87	182,111.87	62,800.00	261,319.95	213,952.08
<b>Revenues</b>					
Hotel Occupancy Tax	500,000.00	600,000.00	100,000.00	700,000.00	700,000.00
Interest	1,500.00	1,500.00		120.00	240.00
<b>Total</b>	<b>620,811.87</b>	<b>783,611.87</b>	<b>162,800.00</b>	<b>961,439.95</b>	<b>914,192.08</b>
<b>Expenses</b>					
Advertising	3,505.00	3,505.00		3,505.00	2,100.00
Christmas Lighting Displays	15,000.00	15,000.00		12,176.00	45,000.00
City Sponsored Events	-	-			

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
Historic Districts Marketing	2,800.00	2,800.00		2,800.00	2,800.00
Signage	28,800.00	28,800.00		28,800.00	11,560.00
Arts					20,000.00
Lighting					150,000.00
Dues and Fees	8,000.00	8,000.00		7,500.00	8,000.00
TXF to Debt Service	89,505.00	89,505.00		89,505.00	91,600.00
RV/ Parking Lot	-	47,800.00	47,800.00	47,800.00	
TXF to General Fund	-	-			2,404.33
TXF to Event Center	253,501.87	335,701.87	82,200.00	335,701.87	395,000.00
Grants	219,700.00	219,700.00		219,700.00	291,198.00
<b>Total expenses</b>	<b>620,811.87</b>	<b>750,811.87</b>	<b>130,000.00</b>	<b>747,487.87</b>	<b>1,019,662.33</b>
<b>Balance Fwd.</b>	<b>-</b>	<b>32,800.00</b>	<b>32,800.00</b>	<b>213,952.08</b>	<b>(105,470.25)</b>

**WASTEWATER UTILITY FUND**

Balance Fwd.	7,626,168.13	7,651,168.13	25,000.00	6,295,794.18	6,413,247.32
Revenue					
TXF from TWDB	6,520,000.00	6,520,000.00		289,000.00	4,420,000.00
Wastewater Service	945,095.04	945,095.04		1,202,123.09	1,285,365.12
Late Fees/Rtn check fees	9,480.00	9,480.00		17,481.99	9,600.00
Portion of Sales Tax	759,225.14	759,225.14		800,000.00	760,000.00
Delayed Connection Fees	157,850.00	157,850.00		34,628.57	5,000.00
Line Extensions	-	-			
Solid Waste	-	-			
PEC	130,000.00	130,000.00		150,000.00	130,000.00
ROW Fees	6,000.00	6,000.00		6,000.00	6,000.00
Cable	130,000.00	130,000.00		150,000.00	130,000.00
TX Gas Franchise Fees	3,000.00	3,000.00		3,609.11	3,000.00
Transfer fees	9,600.00	9,600.00		9,205.71	9,000.00
Over use fees	134,550.60	134,550.60		109,058.62	150,000.00
Reuse Fees	-	-			
FM 150 WWU Line Reimbursement	60,000.00	60,000.00		2,000.00	60,000.00
Interest	50,000.00	50,000.00		70,000.00	50,000.00
Other Income	35,000.00	35,000.00		35,000.00	35,000.00
Water Income	-	-			
Developer Reimbursed Costs				402,565.00	2,175,000.00
TXF from General Fund	-	155,721.00	155,721.00	155,721.00	
<b>Total Revenues</b>	<b>16,575,968.91</b>	<b>16,756,689.91</b>	<b>180,721.00</b>	<b>9,732,187.27</b>	<b>15,641,212.44</b>

**Expense**

## Administrative and General Expense:

- Administrative/Billing Expense	47,000.00	47,000.00		67,000.00	66,000.00
- Legal Fees	35,000.00	35,000.00		50,000.00	50,000.00
- Auditing	10,000.00	10,000.00		10,000.00	10,000.00
- Regulatory Expense	3,500.00	3,500.00		4,125.00	4,250.00
- Planning and Permitting	50,000.00	50,000.00		60,000.00	7,500.00
- Software	-	34,221.00	34,221.00	34,221.00	3,046.00
- IT Equipment & Support					5,640.00
Engineering:					
- Engineering & Surveying	-	-			
- Construction Phase Services HR TEFS 1873-001	30,000.00	30,000.00		-	35,000.00
- Misc. Planning/Consulting 1431-001	20,000.00	20,000.00		41,500.00	20,000.00
- 2nd Amendment CIP 1881-001	12,500.00	17,000.00	4,500.00	10,230.00	30,000.00
- Sewer Planning CAD 1971-001	15,000.00	15,000.00		2,000.00	15,000.00
- Water Planning 1982-001	15,000.00	15,000.00		2,100.00	15,000.00



	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
					Item 1.
- FM 150 WWU Line 1989-001	60,000.00	60,000.00		2,000.00	60,000.00
- Parallel West Interceptor Design& Cost	-	-			
- Caliterra Plan Review & construction Phase Services 19	35,000.00	35,000.00		11,919.00	35,000.00
- HR Treated Effluent Fill Station 1873-001	30,000.00	30,000.00			
- TLAP Renewal application 1732-001	-	-		36,477.00	50,000.00
- Arrowhead PR & Const. Phase Services - 1967-001				4,255.00	10,000.00
- Heritage PID PR & Cons. Phase Services - 1734-001				55,965.00	75,000.00
- Double L Planning & Const. Phase Services - 1743-001				17,788.00	50,000.00
- Cannon Tract - 1842-001				21,798.00	40,000.00
- Driftwood 522 PR & Const. Phase Services - 1900-001				73,097.00	60,000.00
- Big Sky PR & Const Phase Services - 1913-001				24,834.00	60,000.00
- Driftwood Creek PR & Const Phase Services - 1917-001				55,327.00	45,000.00
- Cannon/Cynosure/Double L Water CCN App. - 2007-001				7,498.00	5,000.00
- Cynosure-Wild Ridge - 2009-001				11,400.00	20,000.00
- TLAP Renewal application					
Dues, Fees and Subscriptions	-	-		-	-
TXF to Water Fund	12,000.00	12,000.00		-	-
TXF to Vehicle Replacement Fund	-	-			
Operations and Maintenance:					
- Routine Operations	70,000.00	70,000.00		70,000.00	70,000.00
- Non Routine Operations	65,000.00	90,000.00	25,000.00	90,000.00	78,000.00
- System Maintenance & Repair	20,000.00	137,500.00	117,500.00	137,500.00	24,000.00
- Chlorinator Maintenance	2,500.00	2,500.00		2,500.00	3,000.00
- Chlorinator Alarm	1,000.00	1,000.00		1,000.00	1,000.00
- Odor Control	16,500.00	16,500.00		6,000.00	20,000.00
- Meter Calibrations	2,100.00	2,100.00		2,100.00	2,100.00
- Lift Station Cleaning	12,600.00	12,600.00		25,000.00	21,000.00
- Jet Cleaning Collection lines	19,000.00	19,000.00		19,000.00	22,800.00
- Drip Field Lawn Maintenance	10,000.00	10,000.00		5,000.00	10,000.00
- Drip Field Maint & Repairs	15,000.00	15,000.00		15,000.00	20,000.00
- Drip Field Meter Box Replacement				-	5,000.00
- Lift Station repairs	28,000.00	28,000.00		33,000.00	21,000.00
- Autodialer Replacement				-	15,000.00
- Lift Station Preventative Maintenance				-	7,000.00
- WWTP Repairs/Pump Repairs	41,000.00	41,000.00		41,000.00	45,000.00
- Chemicals	9,600.00	9,600.00		9,600.00	12,000.00
- Electricity	73,500.00	73,500.00		78,000.00	80,000.00
- Laboratory Testing	25,000.00	25,000.00		20,000.00	25,000.00
- Sludge Hauling	80,000.00	80,000.00		100,000.00	130,000.00
- Phone/Network	8,904.00	8,904.00		8,904.00	9,000.00
- Supplies	10,000.00	45,000.00	35,000.00	45,000.00	20,000.00
- Equipment	123,240.00	123,240.00		124,000.00	50,000.00
- Equipment Maintenance	-	-		2,000.00	10,000.00
- Fleet Acquisition	46,400.00	46,400.00		40,000.00	200,000.00
- Fleet Maintenance	1,200.00	1,200.00		1,000.00	5,000.00
- Fuel	5,000.00	5,000.00		5,000.00	15,000.00
- Wastewater Flow Measurement	9,000.00	9,000.00		9,000.00	9,000.00
- Backwash Flow Meter & Check valve				-	22,000.00
- Arrowhead Plant Operations					148,225.00
- Big Sky Plant Operations					69,948.00
Other Expense	52,000.00	56,000.00	4,000.00	56,000.00	17,000.00
Uniforms	2,800.00	2,800.00		2,800.00	5,000.00
Training	8,000.00	8,000.00		8,000.00	9,254.00
Dispatch	3,000.00	3,000.00		3,000.00	3,000.00
Salaries	246,000.00	246,000.00		191,000.00	398,740.00
Taxes	20,622.60	20,622.60		16,085.63	33,111.11

	<b>FY 2022 Adopted</b>	<b>FY 2022 Amended</b>	<b>Change</b>	<b>FY 2022 Projected</b>	<b>FY 2022 Proposed</b>
					<b>Item 1.</b>
Benefits	30,738.21	30,738.21		23,975.80	56,988.71
Retirement	15,384.00	15,384.00		11,999.52	24,650.69
On Call	10,400.00	10,400.00		10,400.00	10,400.00
Capital Projects:					
- Road Reconstruction	10,000.00	10,000.00		5,000.00	
- HRTreated Effluent Fill Station	125,000.00	125,000.00		-	200,000.00
- Parallel West Interceptor	1,600,000.00	1,600,000.00		-	-
- Arrowhead Drain Field					1,800,000.00
Other:					
- Reimbursement to Caliterra Oversize of West Interceptor	500,000.00	500,000.00		500,000.00	-
TWDB Engineering:					
- West Interceptor, SC, LS, FM and TE line 1950-001	215,000.00	215,000.00		53,724.00	250,000.00
- East Interceptor 1951-001	300,000.00	300,000.00		100,907.00	400,000.00
- Effluent HP 1952-001	150,000.00	150,000.00		60,125.00	200,000.00
- Reclaimed Water Facility 1953-001	15,000.00	15,000.00		2,000.00	15,000.00
- WWTP Design Assistance	37,500.00	37,500.00			
- So Regional WW System Exp P&M 1923-001	30,000.00	30,000.00		20,785.00	30,000.00
Miscellaneous:					
- Consultants and Legal	760,000.00	760,000.00		760,000.00	175,000.00
TWDB Capital Projects:					
- West Interceptor, So Collector and LS and FM	3,500,000.00	3,500,000.00		-	3,500,000.00
- East Interceptor	25,000.00	25,000.00		-	25,000.00
- Effluent Holding Pond	1,500,000.00	1,500,000.00		-	1,500,000.00
- WWTP	25,000.00	25,000.00		-	25,000.00
Transfer to General Fund					4,066.66
Transfer to Vehicle Replacement Fund					15,432.00
<b>Total Expense</b>	<b>10,250,988.81</b>	<b>10,471,209.81</b>	<b>220,221.00</b>	<b>3,318,939.95</b>	<b>10,639,104.27</b>
<b>Balance Forward</b>	<b>6,324,980.10</b>	<b>6,285,480.10</b>	<b>(39,500.00)</b>	<b>6,413,247.32</b>	<b>5,002,108.17</b>

**WATER****Revenue**

TXF from Wastewater Fund	12,000.00	12,000.00		12,000.00	
<b>Total Revenue</b>	<b>12,000.00</b>	<b>12,000.00</b>		<b>12,000.00</b>	

**Expense**

Operating and Maintenance	12,000.00	12,000.00		12,000.00	
<b>Total Expense</b>	<b>12,000.00</b>	<b>12,000.00</b>		<b>12,000.00</b>	<b>-</b>
<b>Balance Forward</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>

**TWDB FUND**

Balance Forward	493.27	493.27	-	502.34	208.34
Revenues	6,490,000.00	6,490,000.00			
Interest	6.00	6.00		6.00	
<b>Total revenue</b>	<b>6,490,499.27</b>	<b>6,490,499.27</b>		<b>508.34</b>	<b>208.34</b>

**Expenses**

Escrow Fees	300.00	300.00		300.00	
Expenses	6,490,000.00	6,490,000.00			
<b>Total Expenses</b>	<b>6,490,300.00</b>	<b>6,490,300.00</b>		<b>300.00</b>	<b>-</b>
<b>Balance Forward</b>	<b>199.27</b>	<b>199.27</b>		<b>208.34</b>	<b>208.34</b>

**IMPACT FUND**

Bal Fwd.	2,637,434.76	2,637,434.76		2,486,508.70	4,336,743.94
<b>Revenue</b>					

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
					Item 1.
Impact Fees	2,079,320.00	2,079,320.00		3,500,000.00	1,670,000.00
Impact Fee Deposits	-	-			
Interest Income	25,000.00	25,000.00		45,000.00	30,000.00
<b>Total</b>	<b>4,741,754.76</b>	<b>4,741,754.76</b>		<b>6,031,508.70</b>	<b>6,036,743.94</b>
<b>Expense</b>					
TXF to Debt Service 2015	711,231.76	711,231.76		711,231.76	698,498.56
TXF to Debt Service 2019	983,533.00	983,533.00		983,533.00	1,013,533.00
TXF to Debt Service 2022					2,431,563.06
<b>Total expense</b>	<b>1,694,764.76</b>	<b>1,694,764.76</b>		<b>1,694,764.76</b>	<b>4,143,594.62</b>
<b>Total Bal Fwd.</b>	<b>3,046,990.00</b>	<b>3,046,990.00</b>		<b>4,336,743.94</b>	<b>1,893,149.32</b>
<b>DEBT SERVICE FUND 2015</b>					
Bal Fwd.	861,673.04	861,673.04		862,629.54	849,573.10
<b>Revenue</b>					
TXF from Impact Fund	711,231.76	711,231.76		711,231.76	698,498.56
Interest	8,000.00	8,000.00		9,000.00	8,000.00
<b>Total Revenue</b>	<b>1,580,904.80</b>	<b>1,580,904.80</b>		<b>1,582,861.30</b>	<b>1,556,071.66</b>
<b>Expenses</b>					
Debt Payment 2015	733,288.20	733,288.20		733,288.20	711,231.76
<b>Total Expense</b>	<b>733,288.20</b>	<b>733,288.20</b>		<b>733,288.20</b>	<b>711,231.76</b>
<b>Balance Fwd.</b>	<b>847,616.60</b>	<b>847,616.60</b>		<b>849,573.10</b>	<b>844,839.90</b>
<b>DEBT SERVICE FUND 2013</b>					
Bal Fwd.	100,180.42	100,180.42		100,190.00	98,685.00
<b>Revenue</b>					
TXF from HOT	89,505.00	89,505.00		89,505.00	91,600.00
Interest	1,200.00	1,200.00		1,400.00	1,200.00
<b>Total</b>	<b>190,885.42</b>	<b>190,885.42</b>		<b>191,095.00</b>	<b>191,485.00</b>
<b>Expense</b>					
Tax Series 2013	92,410.00	92,410.00		92,410.00	89,505.00
<b>Total Expenses</b>	<b>92,410.00</b>	<b>92,410.00</b>		<b>92,410.00</b>	<b>89,505.00</b>
<b>Balance Fwd.</b>	<b>98,475.42</b>	<b>98,475.42</b>		<b>98,685.00</b>	<b>101,980.00</b>
<b>DEBT SERVICE FUND 2019</b>					
Bal Fwd.	976,303.11	976,303.11		978,695.96	1,015,695.96
Revenue					
TXF from Impact Fees	983,553.00	983,553.00		983,553.00	1,013,533.00
Interest	12,000.00	12,000.00		12,000.00	12,000.00
<b>Total</b>	<b>1,971,856.11</b>	<b>1,971,856.11</b>		<b>1,974,248.96</b>	<b>2,041,228.96</b>
<b>Expense</b>					
Tax Series 2019	958,553.00	958,553.00		958,553.00	983,553.00
<b>Total Expenses</b>	<b>958,553.00</b>	<b>958,553.00</b>		<b>958,553.00</b>	<b>983,553.00</b>
<b>Balance Fwd.</b>	<b>1,013,303.11</b>	<b>1,013,303.11</b>		<b>1,015,695.96</b>	<b>1,057,675.96</b>
<b>DEBT SERVICE FUND 2022</b>					
Bal Fwd.	-	-		-	-
Revenue					
TXF from Impact Fees	-	-		-	2,431,563.06

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
					Item 1.
Interest	-	-		-	-
<b>Total</b>	-	-		-	<b>2,431,563.06</b>
<b>Expense</b>					
Tax Series 2022	-	-		-	1,215,163.06
<b>Total Expenses</b>	-	-		-	<b>1,215,163.06</b>
<b>Balance Fwd.</b>	-	-		-	<b>1,216,400.00</b>
<b>PEG FUND</b>					
Balance Fwd.	142,224.71	142,224.71		142,458.18	174,158.18
<b>Revenues</b>					
TWC	27,000.00	27,000.00		30,000.00	27,000.00
Interest Income	1,400.00	1,400.00		1,700.00	1,700.00
<b>Total Revenues</b>	<b>170,624.71</b>	<b>170,624.71</b>		<b>174,158.18</b>	<b>202,858.18</b>
<b>Expense</b>	-	-		-	-
<b>Balance Fwd.</b>	<b>170,624.71</b>	<b>170,624.71</b>		<b>174,158.18</b>	<b>202,858.18</b>
<b>RESERVE FUND</b>					
Balance Fwd.	1,526,195.16	1,526,195.16		1,527,374.05	1,745,374.05
<b>Revenue</b>					
TXF from General Fund	200,000.00	200,000.00		200,000.00	200,000.00
Interest	16,000.00	16,000.00		18,000.00	18,000.00
<b>Total</b>	<b>1,742,195.16</b>	<b>1,742,195.16</b>		<b>1,745,374.05</b>	<b>1,963,374.05</b>
<b>Expense</b>					
Expense	-	-		-	-
<b>Total Expense</b>	-	-		-	-
<b>Balance Fwd.</b>	<b>1,742,195.16</b>	<b>1,742,195.16</b>		<b>1,745,374.05</b>	<b>1,963,374.05</b>
<b>TIRZ 1</b>					
Balance Forward	463,027.86	463,027.86		384,645.69	207,238.15
<b>Revenues</b>					
City AV	89,118.46	89,118.46		93,693.73	144,441.91
County AV	218,599.49	218,599.49		218,599.49	277,118.87
City for GAP Escrow	250,000.00	250,000.00		250,000.00	-
Interest Income	3,000.00	3,000.00		9,000.00	3,000.00
EPS Reimbursements	-	-		-	-
<b>Total Revenue</b>	<b>1,023,745.81</b>	<b>1,023,745.81</b>		<b>955,938.91</b>	<b>631,798.93</b>
<b>Expense</b>					
TIRZ Expense					
Project Management/Misc. Costs	48,000.00	48,000.00		30,000.00	32,000.00
Project Administration P3 Works	35,000.00	35,000.00		20,000.00	16,000.00
Legal Fees	20,000.00	20,000.00		20,000.00	12,000.00
EPS	-	-		-	-
MAS	62,500.00	62,500.00		25,000.00	30,000.00
HDR	227,500.00	227,500.00		240,000.00	478,000.00
TJKM - Grant Writing	7,500.00	7,500.00		7,500.00	-
Buie - PR	8,500.00	8,500.00		-	-
Misc. Consulting	25,000.00	25,000.00		-	5,000.00
Creation Cost Reimbursements	-	-		-	-
TXF to GAP Escrow	250,000.00	250,000.00		250,000.00	-
Stakeholder Reimbursement	-	156,200.76	156,200.76	156,200.76	-

	FY 2022 Adopted	FY 2022 Amended	Change	FY 2022 Projected	FY 2022 Proposed
					Item 1.
<b>Total Expense</b>	<b>684,000.00</b>	<b>840,200.76</b>	<b>156,200.76</b>	<b>748,700.76</b>	<b>573,000.00</b>
<b>Balance Forward</b>	<b>339,745.81</b>	<b>183,545.05</b>	<b>(156,200.76)</b>	<b>207,238.15</b>	<b>58,798.93</b>
<b>TIRZ 2</b>					
Balance Forward	244,199.12	244,199.12		346,638.50	674,652.70
<b>Revenue</b>					
Interest Income	400.00	400.00		3,500.00	2,000.00
City AV	111,125.78	111,125.78		114,269.93	293,407.49
County AV	254,043.81	254,043.81		254,043.81	560,408.31
<b>Total Revenue</b>	<b>609,768.71</b>	<b>609,768.71</b>		<b>718,452.24</b>	<b>1,530,468.50</b>
<b>Expense</b>					
Creation Cost Reimbursements	-	-			
Stakeholder Reimbursement	-	43,799.24	43,799.24	43,799.54	
<b>Total Expense</b>	<b>-</b>	<b>43,799.24</b>	<b>43,799.24</b>	<b>43,799.54</b>	<b>-</b>
<b>Balance Forward</b>	<b>609,768.71</b>	<b>565,969.47</b>	<b>(43,799.24)</b>	<b>674,652.70</b>	<b>1,530,468.50</b>
<b>VEHICLE REPLACEMENT FUND</b>					
<b>Revenue</b>					
Balance Forward				-	31,193.00
TXF from General Fund	25,462.00	25,462.00		25,462.00	32,725.00
TXF from DSRP	5,731.00	5,731.00		5,731.00	5,962.00
TXF from WWU	-	-		-	15,432.00
<b>Total Revenue</b>	<b>31,193.00</b>	<b>31,193.00</b>		<b>31,193.00</b>	<b>85,312.00</b>
<b>Expense</b>					
Vehicle Replacement	-	-			
<b>Total Expense</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>
<b>Balance Forward</b>	<b>31,193.00</b>	<b>31,193.00</b>		<b>31,193.00</b>	<b>85,312.00</b>





**It All Starts With A Visit**  
**Dripping Springs Visitors Bureau**



# Dripping Springs Visitors Bureau

- 501(c)(3) charitable non-profit organization
- 2 staff members
  - Pam Owens – President/CEO
  - Samantha Larghe – Brand Manager
- 10 office volunteers – 2 per day
- Governed by a board of directors
- Assisted by a Tourism Advisory Team  
made up of local tourism business  
partners as well as a City representative
- Destination Dripping Springs is the marketing arm of the DSVB

# Funding Sources

- Annual HOT grant from City of Dripping Springs
- Small grant from DS Chamber of Commerce
- Portion of ad proceeds from DS Visitor's Guides
- DestinationDrippingSprings.com Enhanced Partners Profile (new)
- Fundraisers by DSVB
  - Dripping with Taste Trail Passport
  - Dripping Springs Songwriters Festival

# Visitors Center

Regular schedule of 2 volunteers per day,  
Monday through Friday, 9am-4pm.

- Number of visitors in 2019 – 1375
- Number of visitors in 2020 – 634  
(Closed part of the year due to Covid)
- Number of visitors in 5 months of 2021 – 413 (Closed part of the year due to Covid)
- Number of visitors in 2022 up through June – 715
- Facility provided by City of DS and shared with the DS Chamber of Commerce



# Marketing

- Will spend approximately \$43,500 on marketing from Oct 1, 2022-Sept 30, 2022 – primarily through digital ads, social media and websites.
- We promote all aspects of tourism in the Dripping Springs/Driftwood area including:
  - Wedding Capital of Texas®
  - Dripping with Taste® Trail
  - Dripping Springs Songwriters Festival
  - Natural beauty and parks of the area
  - Events at DS Ranch Park, Founders Day, Christmas on Mercer
  - Local events at music venues, wineries, breweries, distilleries, and food establishments





# Destination Dripping Springs

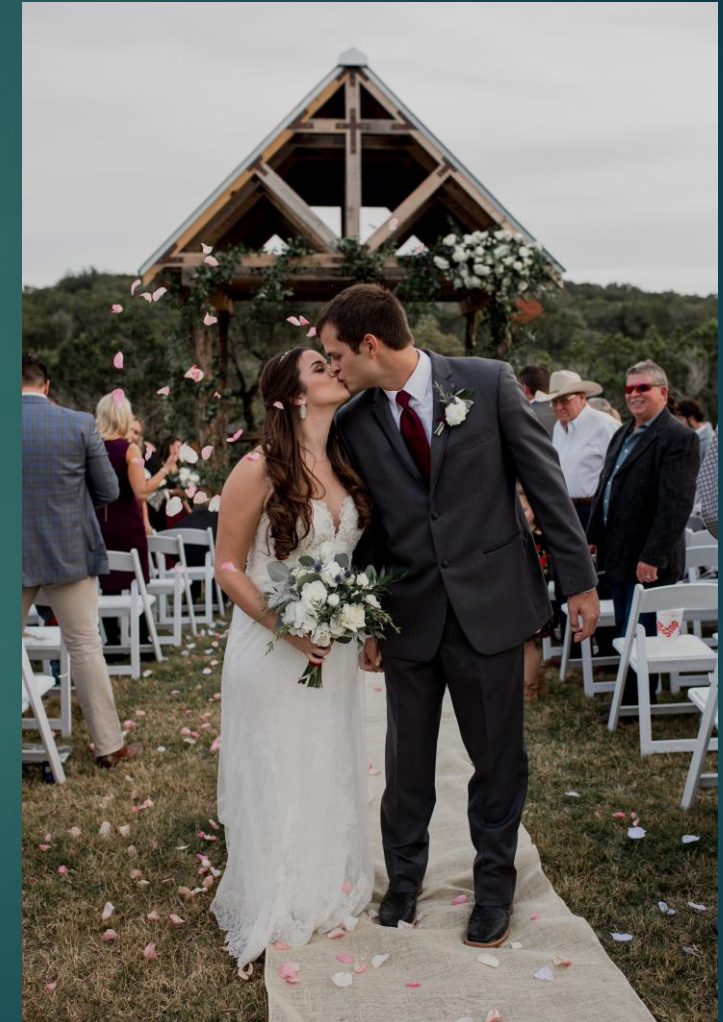
- Destination Dripping Springs website - [DestinationDrippingSprings.com](http://DestinationDrippingSprings.com)
- Blog Posts – wide variety of information about things to do
- Newsletter and Event Calendar – live music and events – emailed to 8,219 per month, with average open rate of 41%
- Social Media – postings weekly
  - **Facebook**  
Post Reach – 164k, 6,045 Page Likes
  - **Instagram**  
Impressions – 32k - 7,679 Followers
  - **Pinterest** – 6k Impressions in 1 month



# Wedding Capital of Texas®

Item 2.

- Wedding Capital of Texas® - WCOT started by DS Chamber of Commerce – now owned and managed by DSVB
- Social Media – postings weekly (Facebook & Instagram)
- Quarterly Newsletter – launched 2021 for wedding professionals
- Bi-Monthly Network Meetings – for wedding professionals
- Showcase – bi-annual event with 30+ local vendors for engaged couples and their families. The Winter Showcase in January and the Summer Showcase in July includes tours at wedding related businesses.





# Dripping Springs Songwriters Festival

- Owned and managed by the Dripping Springs Visitors Bureau since 2020, this year's 8th annual production includes but not limited to:
  - Vetting songwriters
  - Soliciting and securing sponsorships
  - Marketing and advertising - print and social media
  - Securing housing for songwriters
  - Securing and managing more than 50 volunteers
  - Securing lodging for 30+ songwriters
  - Working with historic districts' host venues and businesses



# Dripping with Taste® Trail

- The DWT Trail includes all 29 wineries, breweries and distilleries in the DS/Driftwood area.
- The Passport is a fundraiser for the Visitors Bureau and a way for us to promote our craft beverage scene through participating wineries, breweries and distilleries donating their products to consumers who have purchased the “Trail” digital passport. The Visitors Bureau receives funds from participant’s purchase, and we promote the Trail through: social media, press releases, webpage, “Texas Highways” digital banner ads, etc.
- The first highly successful Dripping Springs Brewers Festival was held March 26 downtown near the Stephenson and Old Academy buildings. All eleven brewreies in the DS/Driftwood area participated and the next one is March 25, 2023



# Birding In Dripping Springs

- Created Birding webpage on DestinationDrippingSprings.com
- Started a quarterly newsletter – Birds & Blooms
- Assisted City of Dripping Springs with:
  - Bird City designation
  - Festival of Flight at Charro Ranch Park



Want to discover the best birding in the Texas Hill Country? Read on!

Texas Lifestyle Magazine recently interviewed Destination Dripping Springs President/CEO, Pam Owens.

"Pam Owens' love for the region combined with her former business experiences made her a natural fit to lead the newly formed **Dripping Springs Visitors Bureau** in 2016. A native of southeast Texas, Owens has lived in Dripping Springs since 1983.

We chatted with her about the recently announced program, **Birds and Blooms**, in the Dripping Springs area."

[Read On](#)



# Music Friendly Community

- Received designation in May 2021
- Created Music Friendly page on DestinationDrippingSprings.com
- Developed a PR campaign
- Developed community advisory board
- Collecting names/contacts of community music members



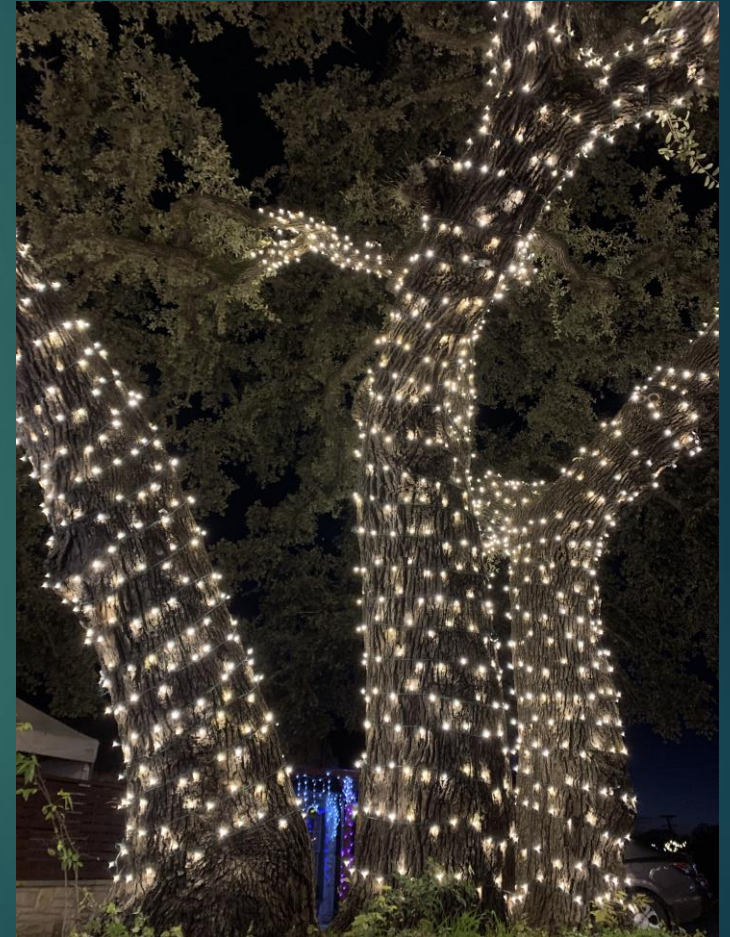
# Film Friendly Community

- Received designation in August 2018
- Assist scouts/film producers to find locations, contacts, etc.
- Assist with required city documentation



# Holiday Lighting

- Since 2018, the Visitors Bureau has campaigned for community members and businesses to donate to light up Historic Mercer Street.
- Each year we've been able to add additional lighting, decorations and a photo op.
- We will again have a community drive to increase awareness and overall presentation.
- The "Buy A Light" donation campaign starts on August 1.





# Visitor's Guides

- Staff assists the publisher with topics, photos, lists and articles
- 15,000 printed twice yearly – Spring/Summer and Fall/Winter
- Distributed to the 11 Texas information centers, Hill Country and Dripping Springs/Driftwood locations and to DS Century News subscribers
- Included in the Chamber of Commerce new resident bags and given to guests who stop by the Visitors Center
- Given to local businesses and homeowner associations
- Placed in the 3 magazine racks on Mercer Street and 2 at the Visitors Center
- Digital copy included on [DestinationDrippingSprings.com](https://DestinationDrippingSprings.com)



# Solar Eclipses

- Planning and already marketing for the 2023 annular and the 2024 total eclipse
- Have developed webpage on [DestinationDrippingSprings.com](https://DestinationDrippingSprings.com) for information
- Working with the City of DS and other Hill Country community leaders to prepare and market our area since the Hill Country and Dripping Springs is in the center of totality for the 2024 total eclipse.





# Texas Hill Country Trail Region

- Pam serves on the board of directors and is past president of the 19 county organization with an emphasis on historic locations
- We participate with other communities in the Region's marketing and workshops
- Had co-op marketing campaign with Dallas-based social media influencer who visited Dripping Springs



# Advocacy

- Participate with the Texas Travel Association's advocacy efforts for tourism funding
- Distribute monthly press releases to local and regional publications to keep Dripping Springs tourism in the forefront and top of mind
- Sponsor Tourism Tuesday & Wedding Capital Networking Group - for local tourism professionals
- Participate in annual National Travel & Tourism Week
- Pam to participate on panel for CVB's with less than \$300,000 budget at Texas Association of Convention & Visitors Bureaus annual conference in August.
- Pam serves on the Dripping Springs Ranch Park Board of Directors and the City's 2045 Comprehensive Plan

# 2023 Goals

- **Increase** visits to Dripping Springs year around by:  
Establishing a media plan with data intelligence – valuable to multiple entities offering visitor statistics showing visitor home and lodging locations, purpose of visit, shopping trends, etc.

Data intelligence will allow us to target future marketing and assist current DS businesses in their marketing, as well as provide insight for future tourism entrepreneurs.



- **Assist** in developing more local art experiences, especially in open spaces
- **Continue** to improve DestinationDrippingSprings.com SEO, ease of use for visitors and residents, increase membership in the Enhanced Partner Profile
- **Continue** to be a source of tourism information for visitors and residents as well as local entities

# 2022 Dripping Springs Songwriters Festival

Item 2.

▶ <https://youtu.be/T81-7XzW-LE>



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

**Submitted By:** Shawn Cox, Finance Director/City Treasurer

**Council Meeting Date:** Tuesday, July 19, 2022

**Agenda Item Wording:** Discuss and consider approval of the Proposed Ad Valorem Tax Rate for 2022.

**Agenda Item Requestor:**

**Summary/Background:**

The City's current Ad Valorem Tax Rate is set at \$.19 per one-hundred dollars (\$100.00) valuation. For consideration is the approval of the proposed tax rate for 2022, which is proposed to stay at \$.19. The City has not yet received its 2022 Tax Rate Calculation Worksheet from the Hays County Tax Assessor-Collector, but it is expected that our Voter-Approved tax rate will be below our proposed \$.19. If the Voter-Approved rate is lower than \$.19, Council can still adopt a lower rate.

We have scheduled the tax rate public hearing for August 16, 2022. Notice of the public hearing will be posted in the paper on July 28, 2022. Currently, Council is set to consider adoption and ratification of the tax rate at the September 6, 2022 regular meeting.

**Commission  
Recommendations:**

**Recommended Council Actions:** The Finance Director/City Treasurer recommends Council approve setting the Proposed Ad Valorem Tax Rate for 2022 at \$.19 per one-hundred dollars (\$100.00) valuation.

**Attachments:** - Amended Budget Calendar

**Next Steps/Schedule:**

- Publication of Public Hearing Notice
- Adoption of Tax Rate



**DRIPPING SPRINGS**  
Texas

*Open spaces, friendly faces.*

**City of Dripping Springs**  
**FY 2023 Tax Rate & Budget Adoption**  
**Important Dates & Deadlines**

Approved by Council: February 1, 2022

Amended: June 21, 2022

The attached Budget Calendar outlines the statutory dates and planning activities for City Staff, B Commissions, Committees and City Council as they relate to the Budget Process for Fiscal Year 2023. Calendar activities in RED note deadlines for staff & City Council, and Public Notifications. The Finance Director will coordinate with City Administration, the City Attorney and City Secretary regarding all notices, ordinances and resolutions as adopted, to include filing the proper documents with County and State Entities. The City Council will hold four meetings regarding the Tax Rate and Budget Adoption:

- June 21, 2022: Budget Workshop
- July 19, 2022: Budget Workshop and Set Proposed Tax Rate
- August 16, 2022: Budget Workshop, Public Hearings on Tax Rate and Budget
- September 6, 2022: Public Hearings and Adoption of Approved Budget and Tax Rate, and Ratification of Tax Rate\*\*

*\*The Council may choose to either adopt the budget or postpone adoption to the following meeting on August 16, 2022.*

*\*\*If the total property tax revenue is raised, the Council will need to Ratify the Tax Rate with a resolution.*

All other calendar dates are related to the budget planning process for city staff to include recommendations from boards, commissions, and committees. Budget process activities are listed below each calendar for reference. The following boards, commissions and committees will submit budget recommendations:

- DSRP Board of Directors
- Economic Development Committee
- Emergency Management Commission
- Farmers Market Committee
- Founders Day Commission
- Historic Preservation Commission
- Parks & Recreation Commission
- TIRZ No. 1 & No. 2 Board
- Transportation Committee

The Finance Director will provide staff with the proper forms and budget planning materials related to individual requests and department requests. Staff will work with their supervisor and the Finance Director to draft and submit their requests, and Staff Liaisons to Boards, Commissions and Committees will hold meetings to discuss and provide recommendations for requests. The City Secretary will make sure that each meeting following approval of the Budget Calendar has a budget review/recommendation added to the abovementioned board and commission agendas. The City Secretary does not draft committee agendas but is available to staff for assistance. Please make sure you attach, or forward for attachment documents for agenda discussion items.





## City of Dripping Springs

### FY 2023 Tax Rate & Budget Adoption

#### Important Dates & Deadlines

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Item 3.

<b>February 1, 2022</b>	<b>City Council Approval of Budget Calendar and Presentation on Legislative Changes to the Budget Process</b>
April 15, 2022	City Staff Department Budget Requests Due (includes individual staff member requests submitted to supervisors and IT related requests)
<b>May 6, 2022</b>	<b>Board, Commission and Committee Budget Recommendations Due; City Staff Employee Pay Recommendations Due from Department Heads</b>
June 21, 2022	City Council Budget Workshop
July 1, 2022	Finance Director files Proposed Budget with City Secretary
July 5, 2022	City Council Budget Workshop
<b>July 19, 2022</b>	City Council Budget Workshop, Set Proposed Tax Rate, and Discussion
<b>July 28, 2022</b>	<b>Publication of Notice of Proposed Tax Rate, and Tax Rate and Budget Public Hearings (Submit for publication July 22, 2022)</b> <b>Begin Continuous Notice of Proposed Tax Rate on City Website with Public Hearing Dates for Budget and Tax Rate Hearing, and Notice of Tax Rate</b>
August 16, 2022	City Council Budget Workshop – Public Hearings on Tax Rate and Budget ( <i>Must take action to either adopt or postpone adoption of the Budget to the September 6, 2022 City Council meeting</i> )
<b>September 6, 2022</b>	<b>City Council Meeting – Adoption of Budget, Ratification of the Tax Rate (if total property tax revenue is raised) and Adoption of the Tax Rate</b>
September 7, 2022	Publication of Tax Rate and Budget on City Website, File Tax Rate and Budget with County and State Entities
<b>September 15, 2022</b>	<b>Publication of Notice of Approved Tax Rate and Budget (Submit for publication on September 8, 2022)</b>

# February 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1	2	3	4
	CC Meeting- Budget Presentation & Budget Calendar Approval	DSRP Board Budget Discussion	Historic Preservation Commission Budget Discussion	<b><i>**Staff obtain proper budget request forms from Finance Director</i></b>
7	8	9	10	11
Parks & Recreation Commission Budget Discussion				
14	15	16	17	18
TIRZ Board Budget Discussion  Founders Day Commission Budget Discussion			Farmers Market Committee Review  Emergency Management Commission Budget Review	
21	22	23	24	25
		Economic Development Committee Budget Review		<b>Departmental IT budget requests due to City Administrator</b>
28				
Transportation Committee Budget Review				

## Budget Activities

- Finance Director provides necessary budget information and request forms to develop individual and department budget requests.
- Staff begins meeting with boards, commissions, committees, and council members to discuss budget recommendations and form budget planning committees, if that is usual practice.
- Staff department heads review IT related software and equipment requests with City Administrator & Finance Director and determine any additional costs related to infrastructure. Requests due to City Administrator & Finance Director by February 25<sup>th</sup>.

*\*\*Dates may vary according to progress*

# March 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1	2	3	4
		DSRP Board Budget Review	Historic Preservation Commission Budget Review	
7	8	9	10	11
 <i>Staff review draft budget requests with supervisors and Finance Director</i> 				
Parks & Recreation Commission Budget Review				
14	15	16	17	18
 <i>Staff review draft budget requests with supervisors and Finance Director</i> 				
TIRZ Board Budget Review  Founders Day Commission Budget Review			Farmers Market Committee Budget Review	
21	22	23	24	25
		Economic Development Committee Budget Review	Emergency Management Commission Budget Review	
28	29	30	31	
Transportation Committee Budget Review				

## Budget Activities

- Staff continues meeting with boards, commissions, committees, and council members to discuss budget recommendations and form budget planning committees, if that is usual practice.
- Staff reviews draft budget requests with supervisors and Finance Director.

# April 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1
4	5	6	7	8
Parks & Recreation Commission Budget Recommendation Final Approval		DSRP Board Budget Recommendation Final Approval	Historic Preservation Commission Budget Recommendation Final Approval	
11	12	13	14	15
TIRZ Board Budget Recommendation Final Approval  Founders Day Commission Budget Recommendation Final Approval				City Staff Department Budget Requests Due (Includes individual staff requests)
18	19	20	21	22
			Farmers Market Committee Budget Recommendation Final Approval  Emergency Management Commission Budget Recommendation Final Approval	
25	26	27	28	29
Transportation Committee Budget Recommendation Final Approval		Economic Development Committee Budget Recommendation Final Approval		

## Budget Activities

- City Staff continues meeting with boards, commissions, committees, and council members to review and approve budget requests and recommendations.
- City Staff continues developing individual and department budget requests and updates them with feedback provided by City Administrators and Finance Director. Due by April 15<sup>th</sup>.
- City Administrator & Finance Director work with vendors and staff on options and costs for IT related expenses.

# May 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2	3	4	5	6
				Board, Commission, Committee, and Council Member Budget Recommendations Due
9	10	11	12	13
← City Administration Budget Development →				
16	17	18	19	20
← City Administration Budget Development →				
23	24	25	26	27
← City Administration Budget Development →				
30	31			
← City Administration Budget Development →				

## Budget Activities

- All board, commission, committee, and council member recommendations due to Finance Director by May 6<sup>th</sup>.
- City Administrators and Finance Director draft proposed budget and review with staff and council members as necessary.

# June 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		1	2	3
		Budget Review w/Mayor		HOT Grant Program Recommendation Due
6	7	8	9	10
Budget Review w/Mayor				
13	14	15	16	17
20	21	22	23	24
	CC Meeting: - Budget Workshop			
27	28	29	30	
	CC Meeting: - Budget Workshop			

## Budget Activities

- City Administrators & Finance Director meet with Mayor to finalize budget for submission to Council.
- City Council holds 1<sup>st</sup> budget workshop to review and discuss proposed budget on June 21<sup>st</sup>.
  - Review of Budget Process - Presentation of Draft Budget to be Filed – Review of Assumptions

July 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1
				File Proposed Budget with City Secretary and Post on Website
4	5	6	7	8
	CC Meeting: - Budget Workshop			
11	12	13	14	15
	CC Meeting: - Budget Workshop			
18	19	20	21	22
	CC Meeting: - Budget Workshop - Set Proposed Tax Rate			
25	26	27	28	29
	CC Meeting: - Budget Workshop		<ul style="list-style-type: none"> <li>• Publication of Proposed Tax Rate &amp; Budget Public Hearings</li> <li>• Begin Continuous Notice on City website</li> </ul>	

## Budget Activities

- Finance Director files proposed budget with City Secretary.
- City Secretary posts proposed budget on city website and copy given to Receptionist for public review.
- City Council holds 3<sup>rd</sup> Budget Workshop on July 5<sup>th</sup>.
  - Review of General, Agriculture, Landscaping, Sidewalk, & PEG Funds
- City Council approves Proposed Tax Rate on July 19<sup>th</sup>.
- City Secretary submits notice to Century News and Hays Free Press regarding Public Hearing dates for proposed Tax Rate and Budget on July 15<sup>th</sup> for publication on July 21<sup>st</sup>.
- City Council holds Budget Workshop on July 19<sup>th</sup>.
  - Review of Wastewater, Utilities, Impact Fees, & TWDB Project
- City Secretary begins continuous notification of public hearings on City website on July 28<sup>th</sup>.



# August 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	2	3	4	5
	CC Meeting: - Budget Workshop			
8	9	10	11	12
	CC Meeting: - Budget Workshop			
15	16	17	18	19
	CC Meeting: - Public Hearings on Tax Rate & Budget			
22	23	24	25	26
	CC Meeting: - Budget Workshop			
29	30	31		
	CC Meeting: - Budget Workshop			

## Budget Activities

- City Council holds Public Hearings for proposed Tax Rate and Budget on August 16<sup>th</sup>.
- Budget Workshops are held each Tuesday.

# September 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			1	2
5	6	7	8	9
	CC Meeting: - Public Hearings on - Tax Rate & Budget - Budget Adoption Tax Rate Ratification & Adoption	• Publication of Tax Rate & Budget on City website • File Tax Rate & Budget with County and State Entities		
12	13	14	15	16
			Publication of Notice of Approved Tax Rate & Budget	
19	20	21	22	23
26	27	28	29	30

## Budget Activities

- City Council holds 2<sup>nd</sup> Public Hearings for proposed Tax Rate and Budget on September 6<sup>th</sup>.
- City Council adopts Budget and Tax Rate on September 6<sup>th</sup>.
- Finance Director prepares Approved Budget for Fiscal Year 2023 with prescribed cover page.
- City Secretary submits notice to Century News and Hays Free Press regarding Approved Tax Rate and Budget on September 8<sup>th</sup> for publication on September 15<sup>th</sup>.
- City Secretary files Approved Tax Rate and Budget with Hays County and State Entities.



**CITY COUNCIL REGULAR MEETING**  
**City of Dripping Springs**  
**Council Chambers, 511 Mercer St, Dripping Springs, TX**  
**Tuesday, June 21, 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.  
 Mayor Pro Tem Taline Manassian  
 Council Member Place 2 Wade King  
 Council Member Place 3 Geoffrey Tahuahua  
 Council Member Place 4 Travis Crow  
 Council Member Place 5 Sherrie Parks

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

City Administrator Michelle Fischer  
 Deputy City Administrator Ginger Faught  
 City Attorney Laura Mueller  
 City Treasurer Shawn Cox  
 City Secretary Andrea Cunningham  
 IT Coordinator Jason Weinstock  
 Senior Planner Tory Carpenter  
 Public Works Director Aaron Reed  
 Building Official Sarah Cole  
 Communications & Marketing Director Lisa Sullivan  
 Parks & Community Services Director Andy Binz  
 Planning & Zoning Commission Chair Mim James

### **PLEDGE OF ALLEGIANCE**

Council Member Tahuahua 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.

## **WORKSHOP**

- 1. Presentation and discussion regarding the Fiscal Year 2023 City of Dripping Springs Municipal Budget.**

Shawn Cox gave a presentation which is on file. No action was taken on this item.

## **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.*

- 2. Approval of the June 7, 2022, City Council & Board of Adjustment regular meeting minutes.**
- 3. Approval of the May 2022 City Treasurer's Report.**
- 4. Approval of an Amended Wastewater Agreement between the City of Dripping Springs and DS Joint Venture, LP related to changes to wastewater due dates.**
- 5. Approval of a Resolution Accepting Improvements as Complete and Approving a Letter of Credit for The Grotto Subdivision Phase 2 Streets, Drainage, and Erosion Control Improvements.**

**Filed as Resolution No. 2022-R24**

A motion was made by Mayor Pro Tem to approve Consent Agenda Items 2 – 5. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

## **BUSINESS AGENDA**

- 6. Public hearing, discussion, and consideration of approval of a Sign Variance Request to allow an additional sign for Freebirds, located at 12680 W. US Highway 290, Suite 230, Austin, Texas, 78737. Applicant: Janet Glasscock, Brazo Sign Company**

**a. Applicant Presentation – Applicant was not present.**

**b. Staff Report** – Sarah Cole presented the staff report which is on file. Staff recommends denial of the sign variance request due to lack of hardship.

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

**d. Sign Variance** – A motion was made by Council Member King to deny approval of a Sign Variance Request to allow an additional sign for Freebirds, located at 12680 W. US Highway 290, Suite 230, Austin, Texas, 78737. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

Business Agenda Items 7 – 10 were presented concurrently.

Rex Baker gave a presentation on the Village Grove Project to include the PDD, Offsite Road Agreement, Wastewater Agreement, and Donation Agreement which is on file.

Laura Mueller presented the staff report which is on file. Staff recommends approval of PDD Ordinance and associated agreements, and the Planning & Zoning Commission recommended approval 6 to 0 to 1, with Chair Mim James recused.

Brenda and Eugene Foster spoke during the Public Hearing and their comments are on file and ask the City Council to consider their comments and have more discussions on the issues that affect their property.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Section 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property and regarding Executive Session Agenda Item 19. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

**19. 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*

The City Council met in Executive Session from 6:58 – 7:51 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr., returned the meeting to Open Session at 7:51 p.m.

Mayor Foulds, Jr. tabled items 7 – 10, and the City Council continued with items 11 - 13 and returned to items 7 – 10 after item 13. Upon further discussion, Mayor Pro Tem requested to discuss the items with the City Attorney. Mayor Foulds, Jr. tabled action on items 7 – 10 and continued with items 15 – 16 and returned to items 7 – 10 after Mayor Pro Tem Manassian returned to the dais.

- 7. Public hearing and consideration of approval of an Ordinance rezoning a property from AG to PDD # 14 with a base zoning of SF-3, SF-5, and LR with primarily residential uses with some local retail and governmental uses for property located south of U.S. 290 and east of Rob Shelton Blvd. along Sports Park Road adjacent to the Sports and Recreation Park and commonly known as “Village Grove”, directly south and adjacent to Wallace Mountain, and directly west and adjacent to The Preserve subdivision. Applicant: Matthew Scrivener, Austin Land Innovations**

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

**Filed as Ordinance No. 2022-19**

8. **Discuss and consider approval of an Offsite Road Agreement between the City of Dripping Springs and DS Land Partners as it relates to the Village Grove development adjacent to Sports and Recreation Park, east of Rob Shelton Blvd and south of U.S. 290.** *Applicant: Matthew Scrivener, Austin Land Innovations*
9. **Discuss and consider approval of Wastewater Agreement between DS Land Partners and the City of Dripping Springs for the Village Grove Subdivision** *Sponsor: Mayor Bill Foulds, Jr.*
10. **Discuss and consider approval of a Donation Agreement and Letter of Intent related to seven (7) acres adjacent to the Sports and Recreation Park and within the Village Grove Subdivision.** *Applicant: Matthew Scrivener*

A motion was made by Council Member Tahuahua to approve Business Agenda Items 7 – 10 with the following amendments:

- 1) Exhibits and language related to the dedication of the seven acres referred to as the Civic Site to be less specific and not limited to just zoning plus the one acre required for parkland; and
- 2) Offsite Road Agreement be amended so that any alternatives for the connection to Ranch Road 12 has to come back to the City Council if original connection cannot be achieved.

Council Member Crow seconded the motion which carried 4 to 1 to 0, with Mayor Pro Tem Manassian opposed.

The City Council continued to item 14.

11. **Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and Herron Design Studio for City Hall offices remodel design and construction documents.** *Sponsor: Mayor Foulds, Jr.*

Michelle Fischer presented the staff report which is on file. Staff recommends approval with an amount not to exceed \$5000.00 and change of the type of insurance to errors and omissions, and to allow final approval by City Attorney Laura Mueller.

A motion was made by Council Member Tahuahua to approve Professional Services Agreement between the City of Dripping Springs and Herron Design Studio for City Hall offices remodel design and construction documents as recommended by staff. Council Member Crow seconded the motion which carried unanimously 5 to 0.



- 12. Discuss and consider approval of an Ordinance Amending Section 1.02.041: Regular Meetings: Establishing Additional Meetings and Meeting Times for City Council; Providing for Cancellation of Meetings. Sponsor: Mayor Foulds, Jr.**

Shawn Cox presented the staff report which is on file. Staff recommends approval of the ordinance.

A motion was made by Council Member Tahuahua to approve an Ordinance Amending Section 1.02.041: Regular Meetings: Establishing Additional Meetings and Meeting Times for City Council; Providing for Cancellation of Meetings. Council Member King seconded the motion which carried unanimously 5 to 0.

**Filed as Ordinance No. 2022-20**

- 13. Discuss and consider approval of the Amended FY 2023 Budget Calendar.**

Shawn Cox presented the staff report which is on file. Staff recommends approval of the amended calendar.

A motion was made by Mayor Pro Tem Manassian to approve the Amended FY 2023 Budget Calendar. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

The City Council returned to consider Business Agenda Items 7 – 10.

- 14. Discuss and consider the Appointment of Council Members to Areas of Oversight. Sponsor: Mayor Bill Foulds, Jr.**

Mayor Foulds, Jr., appointed Council Members to the following Areas of Oversight.

- a. Parks & Recreation** – Council Member Sherrie Parks
- b. Public Health & Safety** – Council Member Geoffrey Tahuahua
- c. Utilities** – Mayor Bill Foulds, Jr.
- d. Finance** – Mayor Pro Tem Taline Manassian
- e. Transportation & Streets** – Council Member Travis Crow
- f. Community Services** – Council Member Wade King and Mayor Pro Tem Manassian

Mayor Pro Tem Manassian stepped of the dais and exited the Council Chambers.

- 15. Discuss and consider the appointment of the Founders Day Commission Chair to serve a term of one year and the reappointment of members to the Founders Day Commission for terms ending June 30, 2024: at-large members Brenda Medcalf and Clinton Holtzendorf; St. Martin de Porres Catholic Church representative Michael Monaghan; Cook-Off Club representatives Brian Varnell and Jeff Shindler; and Lions Club representatives Sharon Goss and Brad Thomas.**

Andrea Cunningham presented the staff report which is on file. Staff recommends the reappointment of members.

A motion was made by Council Member Parks to appoint Brenda Medcalf as the Chair of the Founders Day Commission and the reappointment the following members for terms ending June 30, 2024: at-large members Brenda Medcalf and Clinton Holtzendorf; St. Martin de Porres Catholic Church representative Michael Monaghan; Cook-Off Club representatives Brian Varnell and Jeff Shindler; and Lions Club representatives Sharon Goss and Brad Thomas. Council Member King seconded the motion which carried unanimously 4 to 0.

**16. Discuss and consider approval of the Revised Temporary Records Assistant job description and extension of the position to the end of Fiscal Year 2022. Sponsor: Mayor Foulds, Jr.**

Andrea Cunningham presented the staff report which is on file. Staff recommends approval of the extension of the temporary position.

A motion was made by Council Member Tahuahua to approve the Revised Temporary Records Assistant job description and extension of the position to the end of Fiscal Year 2022. Council Member Parks seconded the motion which carried unanimously 4 to 0.

The City Council returned to items 7 – 10.

## 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.*

Reports are on file and available for review upon request.

- 17. Emergency Management Coordinator Report**  
*Roman Baligad, Emergency Management Coordinator*
- 18. Comprehensive Planning Status Report**  
*Howard Koontz, Planning Director*

## EXECUTIVE SESSION AGENDA

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

- 19. 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**

**20. Consultation with City Attorney related to the South Regional Water Reclamation Project and the litigation on the Wastewater Permit and related items. *Consultation with City Attorney, 551.071***

The City Council met in Executive Session earlier in the agenda.

**UPCOMING MEETINGS**

**City Council & Board of Adjustment Meetings**

June 28, 2022, at 5:00 p.m. (Moratorium Waivers)

July 5, 2022, at 6:00 p.m. (CC & BOA)

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

July 19, 2022, at 6:00 p.m. (CC)

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

**Board, Commissions & Committees**

June 22, 2022, Economic Development Committee at 4:00 p.m.

June 27, 2022, Transportation Committee at 3:30 p.m.

June 28, 2022, Planning & Zoning Commission at 6:00 p.m.

July 6, 2022, DSRP Board at 11:00 a.m.

July 7, 2022, Historic Preservation Commission at 4:00 p.m.

**ADJOURN**

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

This regular meeting adjourned at 8:31 p.m.

**APPROVED ON:** July 19, 2022

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary



# **CITY COUNCIL REGULAR MEETING**

## **City of Dripping Springs**

**Conference Room 1, 511 Mercer St, Dripping Springs, TX**  
**Tuesday, June 28, 2022 at 5:30 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 5:33 p.m.

**City Council Members present were:**

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

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

Deputy City Administrator Ginger Faught  
City Treasurer Shawn Cox  
Public Works Director Aaron Reed

#### **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.

Mayor Foulds, Jr., requested to consider Business Agenda Item 1 before the Workshop.

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## **WORKSHOP**

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

1. **Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2023.**

Shawn Cox gave a presentation which is on file.

No vote or action was taken on this item.

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## **REGULAR MEETING**

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### **BUSINESS AGENDA**

2. **Discuss and consider approval of an Ordinance Amending the City of Dripping Springs' Ordinances Article 20.06 – Retail Water Service relating to an ordinance establishing requirements concerning drought contingency plans and water conservation plans. Sponsor: Mayor Foulds, Jr.**

Aaron Reed and Ginger Faught presented the staff report which is on file.

A motion was made by Mayor Pro Tem to approve an Ordinance Amending the City of Dripping Springs' Ordinances Article 20.06 – Retail Water Service relating to an ordinance establishing requirements concerning drought contingency plans and water conservation plans. Council Member King seconded the motion which carried unanimously 5 to 0.

### **EXECUTIVE SESSION AGENDA**

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

The City Council did not meet in Executive Session

### **ADJOURN**

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

This regular meeting adjourned at 6:30 p.m.

**APPROVED ON:** July 19, 2022

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary



# **CITY COUNCIL WORKSHOP & REGULAR MEETING**

## **City of Dripping Springs**

**Council Chambers, 511 Mercer St, Dripping Springs, TX**  
**Tuesday, July 05, 2022 at 6:00 PM**

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## **MINUTES**

### **CALL TO ORDER AND ROLL CALL**

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

**City Council Members present were:**

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

**Council Member absent was:**

Council Member Sherrie Parks

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

City Administrator Michelle Fischer  
City Attorney Laura Mueller  
City Treasurer Shawn Cox  
City Secretary Andrea Cunningham  
IT Coordinator Jason Weinstock  
Communications & Marketing Director Lisa Sullivan  
Maintenance Director Craig Rice  
Public Works Director Aaron Reed  
Planning Director Howard Koontz  
Senior Planner Tory Carpenter  
City Engineer Chad Gilpin  
Parks & Community Services Director Andrew Binz  
Farmers Market Manager Charlie Reed  
DSRP Manager Emily Nelson  
DSRP Assistant Manager Lily Sellers  
Aquatics & Programs Manager Mack Rusick  
Community Events Coordinator Caylie Houchin  
Event Center Coordinator/Farmers Market Specialist Johnna Krantz  
Planning & Zoning Commission Chair Mim James  
Transportation Consultant Leslie Pollack

Mayor Foulds, Jr. requested that the City Council consider Proclamations & Presentations Item 3 first.



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## WORKSHOP

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

**1. Presentation and discussion regarding the Proposed Filed Municipal Budget for Fiscal Year 2023.**

Shawn Cox gave a presentation which is on file. No action or vote was taken regarding this item.

**2. Presentation and Discussion related to an Ordinance rezoning a 36.28-acre property from Commercial Services (CS) to Planned Development District with a base zoning of CS, with 25.38-acres of residential uses and approximately 5.8-acres of commercial uses, and approximately 5.1-acres of utility spaces, as amended by the ordinance language herein, for property located at the southwest corner of U.S. 290 and Roger Hanks Blvd., in the City of Dripping Springs, Texas, and commonly known as “New Growth”.  
*Applicant: Isaac Karpay, New Growth Living***

**a. Applicant Presentation** – Applicant Attorney Rex Baker gave a presentation which is on file.

**b. Staff Report** – Howard Koontz presented the staff report which is on file, and Mim James presented the Planning & Zoning Commission report.

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

**d. Discussion** – The City Council discussed the item and no action or vote was taken.

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## CITY COUNCIL REGULAR MEETING

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### PLEDGE OF ALLEGIANCE

Mayor Foulds, Jr. 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

3. **Proclamation proclaiming the month of July, 2022, as "Parks & Recreation Month" in the City of Dripping Springs, Texas.** *Sponsor: Councilmember Sherrie Parks.*

Council Member King read and presented the Proclamation to Andrew Binz.

Andrew Binz spoke and introduced the Parks & Community Services Department team members.

Via unanimous consent, the Proclamation proclaiming the month of July 2022, as "Parks & Recreation Month" in the City of Dripping Springs, Texas was approved.

The City Council returned the Workshop and Regular Meeting agenda as posted.

## 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.*

Council Member Tahuahua stepped down from the dais and exited the Council Chambers.

4. **Approval of a Resolution Confirming to Consent to MUD Number 7 at Double L Ranch otherwise known as Anarene.**

**Filed as Resolution No. 2022-R25**

5. **Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Driftwood Subdivision Phase 1 Section 1 Wastewater Retrofit.**

**Filed as Resolution No. 2022-R26**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 4 – 5. Council Member Crow seconded the motion which carried unanimously 3 to 0.

## BUSINESS AGENDA

6. **Discuss and consider the Appointment of three (3) members to the Planning & Zoning Commission for terms ending June 30, 2024, and the Appointment of the Planning & Zoning Commission Chair for a term of one (1) year.**

Andrea Cunningham presented the staff report which is on file.

A motion was made by Mayor Pro Tem Manassian to approve the appointment of Tammie Williamson, Evelyn Strong and Douglas Shumway to the Planning & Zoning Commission for terms ending June 30, 2022; and, to appoint Mim James as the Planning & Zoning Commission Chair for a term of one year. Council Member King seconded the motion which carried unanimously 3 to 0.

Council Member Tahuahua returned to the dais.

**7. Public hearing and consideration of AN2022-0001: an application to consider annexation for approximately 38.068 acres out of the Benjamin F. Hannah Survey, located at 2901 W US 290 for approximately half of the property known as the Hardy Tract. Applicant: Brian Estes, P.E., Civil and Environmental Consultants Inc.**

**a. Applicant Presentation** – Brian Estes was present and available for questions.

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

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

**d. Annexation** – A motion was made by Council Member King to approve AN2022-0001: an application to consider annexation for approximately 38.068 acres out of the Benjamin F. Hannah Survey, located at 2901 W US 290 for approximately half of the property known as the Hardy Tract. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

**Filed as Ordinance No. 2022-22**

**8. Public hearing and consideration of ZA2022-0001: an application to consider a proposed zoning map amendment from Agriculture (AG) to Single Family Residential - Moderate Density (SF-2) for approximately 38.068 acres out of the Benjamin F. Hannah Survey, located at 2901 W US 290 for approximately half of the property known as the Hardy Tract. Applicant: Brian Estes, P.E., Civil and Environmental Consultants Inc.**

**a. Applicant Presentation** – Brian Estes was present and available for questions.

**b. Staff Report** - Tory Carpenter presented the staff report which is on file. Staff recommends approval of the zoning amendment.

**c. Planning and Zoning Report** – Mim James presented the report. The Commission recommended approval 5 to 0.

**d. Public Hearing** – Patrici Van Buskirk spoke during the Public Hearing regarding concerns related to traffic density and road use.

**e. Zoning Amendment** – A motion was made by Council Member Crow to approve ZA2022-0001: an application to consider a proposed zoning map amendment from Agriculture (AG) to Single Family Residential - Moderate Density (SF-2) for approximately 38.068 acres out of the Benjamin F. Hannah Survey, located at 2901 W

US 290 for approximately half of the property known as the Hardy Tract. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

**Filed as Ordinance No. 2022-23**

**9. Discuss and consider approval of an extension for the Conditional Use Permit for Whim CUP #CUP2022-0003 for a tent at 27950 Ranch Road 12. Applicant: Jon Thompson, J Thompson Professional Consulting.**

- a. Applicant Presentation** – Jon Thompson presented the item. The applicant is requesting an extension to July 2024.
- b. Staff Report** – Tory Carpenter presented the staff report which is on file. Staff recommends approval of the conditional use permit with the following recommendations: 1) The Conditional Use Permit expires on March 31, 2023, and 2) The applicant is required to remove all outdoor storage from the site by August 5, 2022.
- c. Public Hearing** – No one spoke during the Public Hearing.
- d. CUP Extension** – A motion was made by Council Member King to approve an extension for the Conditional Use Permit for Whim CUP #CUP2022-0003 for a tent at 27950 Ranch Road 12 through July 2024, pending that the Site Development Permit Application is submitted by the end of July 2022. Upon further discussion, Council Member King withdrew his motion.

A motion was made by Council Member Tahuahua to approve an extension for the Conditional Use Permit for Whim CUP #CUP2022-0003 for a tent at 27950 Ranch Road 12 with the following conditions:

- 1) The Conditional Use Permit expires on July 14, 2024;
- 2) The applicant is required to remove all outdoor storage from the site by August 5, 2022;
- 3) Administratively complete Site Development Application no later than September 30, 2022; and
- 4) If Administratively complete Site Development Application not submitted, the Conditional Use Permit expires on July 14, 2023.

Mayor Pro Tem seconded the motion which carried unanimously 5 to 0.

**Filed as Ordinance No. 2022-24**

**10. Discuss and consider possible action regarding variance requests to the Dripping Springs Water Supply Corp for irrigation schedules and reduced water consumption at Sports and Recreation Park and Founders Memorial Park. Sponsor: Mayor Bill Foulds, Jr.**

Council Member Crow recused from this item and exited the dais.

Craig Rice presented the staff report which is on file. Staff recommends approval of the variance request.

A motion was made by Mayor Pro Tem Manassian to approve a variance request to the Dripping Springs Water Supply Corp for irrigation schedules and reduced water consumption at Sports and Recreation Park and Founders Memorial Park. Council Member King seconded the motion which carried 4 to 0 to 1, with Council Member Crow recused.

Council Member Crow returned to the dais.

## REPORTS

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

Report is on file and available for review upon request.

## 11. Transportation Committee Report

### 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.*

The City Council did not meet in Executive Session.

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

July 12, 2022, at 5:00 p.m. (CC)

July 19, 2022, at 6:00 p.m. (CC)

July 26, 2022, at 5:00 p.m. (CC)

August 2, 2022, at 6:00 p.m. (CC & BOA)

### Board, Commission & Committee Meetings

July 6, 2022, DSRP Board at 11:00 a.m.

July 11, 2022, TIRZ No. 1 & No. 2 Board at 4:00 p.m.

July 11, 2022, Founders Day Commission at 6:30 p.m.

July 12, 2022, Planning & Zoning Commission at 6:00 p.m.

July 13, 2022, Utility Commission at 4:00 p.m.

July 18, 2022, Parks & Recreation Commission at 6:00 p.m.

**ADJOURN**

A motion was made by Council Member King to adjourn the meeting. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

This workshop and regular meeting adjourned at 9:18 p.m.

**APPROVED ON:** July 19, 2022

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary



**DRIPPING SPRINGS**  
Texas

# **CITY COUNCIL WORKSHOP & REGULAR MEETING**

**City of Dripping Springs**

**Council Chambers, 511 Mercer St, Dripping Springs, TX**

**Tuesday, July 12, 2022 at 5:30 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 5:30 p.m.

**City Council Members present were:**

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

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

City Administrator Michelle Fischer  
City Attorney Laura Mueller  
City Treasurer Shawn Cox

### **PLEDGE OF ALLEGIANCE**

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

### **PRESENTATION OF CITIZENS**

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

No one spoke during Presentation of Citizens.



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## WORKSHOP

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

**1. Presentation and discussion regarding the Proposed Filed Municipal Budget for Fiscal Year 2023.**

Shawn Cox gave a presentation which is on file. No vote or action was taken regarding this item.

### 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.*

The City Council did not meet in Executive Session.

### UPCOMING MEETINGS

**City Council & Board of Adjustment Meetings**

July 19, 2022, at 6:00 p.m.

July 26, 2022, at 5:30 p.m.

August 2, 2022, at 6:00 p.m. (CC & BOA)

### ADJOURN

A motion was made by Mayor Pro Tem Manassian to adjourn the meeting. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

This regular meeting and workshop adjourned at 6:15 p.m.

**APPROVED ON:** July 19, 2022

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Bill Foulds, Jr., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary



## DRIPPING SPRINGS Texas

Item 8.

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

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

**Date:** July 19, 2022

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

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### General Fund:

The General Fund received **\$596,580.94** in revenues for June. A total of \$8,864,562.62 has been collected in revenues. This represents a collection of 88.19%.

General Fund revenues are in line with or ahead of the approved/projected year-end budget. Some line items of note include:

- 100-000-40001: Sales Tax – \$371,263.01 was received in Sales Tax, of which \$279,735.41 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements. This represents a 14.96% increase from June 2021 – Average monthly collections for Sales Tax in FY 2022 were anticipated to be \$316,000.00. Though June, our average monthly collections total \$343,683.25.

General Fund expenditures are in line with the approved/projected year-end budget.

### Wastewater Utility Fund:

For June, **\$196,424.15** was received in revenues.

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

- 400-300-43018: Wastewater Service Fees – \$105,083.33 was collected in June. This represents a collection of 85.33% of budgeted revenues. For FY 2022, \$1,202,123.09 is being projected for total collections.
- 400-300-47009: Sales Tax – For June \$74,252.60 was allocated from Sales Tax.

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

- 400-300-70003: Other Expenses – Currently, this line item is shown to be over budget by \$7,141.27. In June, there was a fraudulent check cashed from the Wastewater account in the amount of \$12,967.52. This charge has been coded to this line item until the bank removes the charge (which should be done in July).

### Dripping Springs Ranch Park (DSRP):

**\$149,330.56** in revenues were collected for June.

DSRP revenues are in line with the approved/projected year-end budget. Some line items of note include:

- 200-401-44007: Miscellaneous Events – This line items includes revenues related Tween Scene, Rodeo, and other miscellaneous programs. For June \$27,798.92 was collected.

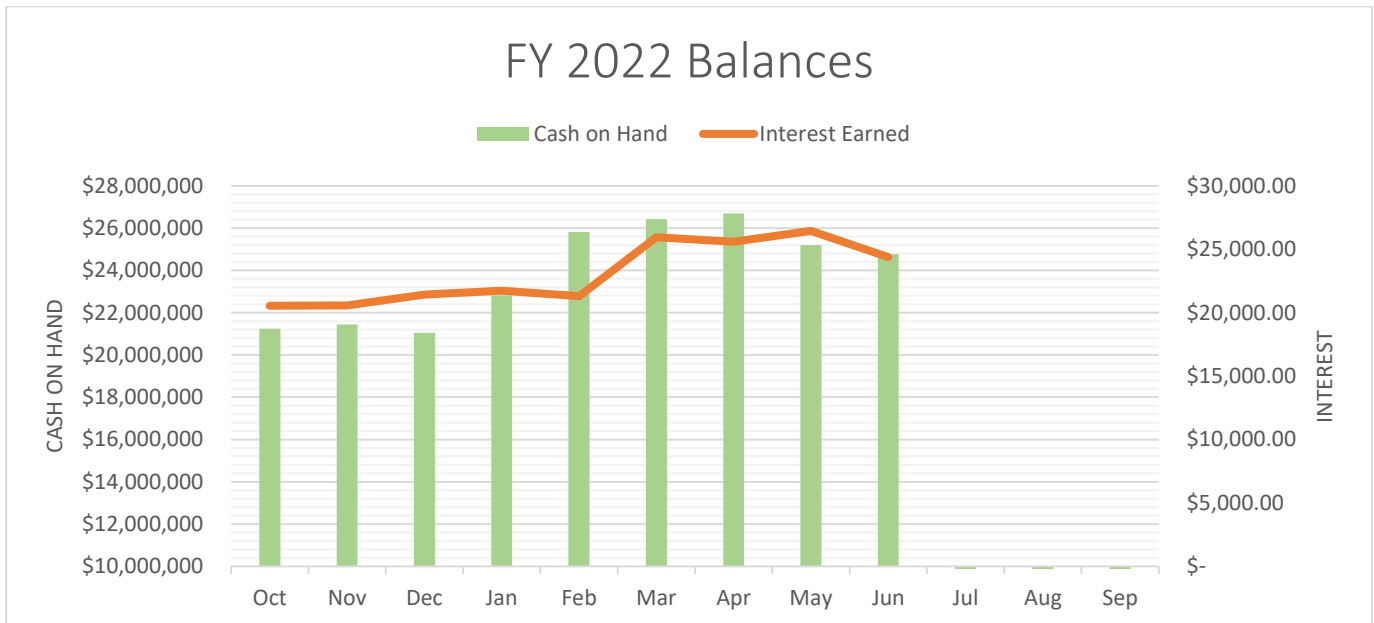
DSRP expenditures are in line with the approved/projected year-end budget.



**DRIPPING SPRINGS**  
Texas

**Banking:**

On June 30<sup>th</sup>, the City's cash balances were **\$24.77 Million**. This is a 1.7% decrease from the previous month's cash balances. Contributing to the decrease were payments made to Bureau Veritas (\$503,698.93 for March, April, & May invoices), DSISD (\$203,314.00 for Roger Hanks easement acquisition) and Dig Dug (\$58,622.62 for the DSRP drainage & striping project). A total of **\$24,383.98** was collected in interest revenues for the Month of June.





Dripping Springs, TX

Item 8.

# Budget Report

## Account Summary

For Fiscal: 2021-2022 Period Ending: 06/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 100 - General Fund							
Revenue							
Department: 000 - Undesignated							
<a href="#">100-000-40000</a>	Ad Valorem Tax	1,983,491.97	1,983,491.97	17,669.79	2,053,704.76	70,212.79	103.54 %
<a href="#">100-000-40001</a>	Sales Tax Revenue	3,796,125.70	3,796,125.70	371,263.01	3,093,455.16	-702,670.54	18.51 %
<a href="#">100-000-40002</a>	Mixed Beverage	60,000.00	60,000.00	8,247.35	68,228.62	8,228.62	113.71 %
<a href="#">100-000-40006</a>	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	3,428.78	11,478.28	7,478.28	286.96 %
<a href="#">100-000-41000</a>	Solid Waste Franchise Fee	40,000.00	40,000.00	0.00	33,255.97	-6,744.03	16.86 %
<a href="#">100-000-42000</a>	Alcohol Permit Fees	7,085.00	7,085.00	775.00	5,484.25	-1,600.75	22.59 %
<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	5,666.24	74,061.51	34,061.51	185.15 %
<a href="#">100-000-46002</a>	Interest	40,000.00	40,000.00	9,110.26	70,418.36	30,418.36	176.05 %
<a href="#">100-000-46011</a>	Coronavirus Local Fiscal Recovery F	707,181.10	707,181.10	0.00	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 %
Department: 000 - Undesignated Total:		6,992,588.77	7,016,588.77	416,160.43	5,543,878.90	-1,472,709.87	20.99%
Department: 103 - Courts							
<a href="#">100-103-43028</a>	Muni Court Fines/Special Fees	250.00	250.00	0.00	0.00	-250.00	100.00 %
Department: 103 - Courts Total:		250.00	250.00	0.00	0.00	-250.00	100.00%
Department: 200 - Planning & Development							
<a href="#">100-200-42001</a>	Health Permits/Inspections	60,000.00	60,000.00	7,955.00	98,675.00	38,675.00	164.46 %
<a href="#">100-200-43000</a>	Site Development Fees	239,108.41	239,108.41	15,735.59	377,641.68	138,533.27	157.94 %
<a href="#">100-200-43002</a>	Zoning Fees	65,000.00	65,000.00	3,605.00	84,527.00	19,527.00	130.04 %
<a href="#">100-200-43030</a>	Subdivision Fees	656,006.25	656,006.25	39,177.08	958,370.64	302,364.39	146.09 %
Department: 200 - Planning & Development Total:		1,020,114.66	1,020,114.66	66,472.67	1,519,214.32	499,099.66	48.93%
Department: 201 - Building							
<a href="#">100-201-42007</a>	Sign Permits	0.00	0.00	800.00	17,125.00	17,125.00	0.00 %
<a href="#">100-201-43029</a>	Fire Inspections	10,000.00	10,000.00	3,759.24	22,116.13	12,116.13	221.16 %
<a href="#">100-201-43031</a>	Building Code Fees	1,500,000.00	1,500,000.00	92,440.10	1,551,785.36	51,785.36	103.45 %
Department: 201 - Building Total:		1,510,000.00	1,510,000.00	96,999.34	1,591,026.49	81,026.49	5.37%
Department: 400 - Parks & Recreation							
<a href="#">100-400-44000</a>	Sponsorships & Donations	9,027.00	11,723.00	0.00	4,915.97	-6,807.03	58.07 %
<a href="#">100-400-44001</a>	Community Service Fees	4,400.00	4,400.00	680.00	2,095.00	-2,305.00	52.39 %
<a href="#">100-400-44002</a>	Program & Event Fees	5,000.00	18,800.00	375.00	27,130.00	8,330.00	144.31 %
<a href="#">100-400-44004</a>	Park Rental Income	5,350.00	5,350.00	1,487.50	5,212.50	-137.50	2.57 %
<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 %
Department: 400 - Parks & Recreation Total:		254,971.20	281,467.20	2,542.50	39,353.47	-242,113.73	86.02%
Department: 402 - Aquatics							
<a href="#">100-402-44003</a>	Aquatic Fees	85,800.00	85,800.00	13,638.00	33,481.00	-52,319.00	60.98 %
<a href="#">100-402-44004</a>	Park Rental Income	16,800.00	16,800.00	768.00	1,478.00	-15,322.00	91.20 %
<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 %
Department: 402 - Aquatics Total:		110,600.00	110,600.00	14,406.00	36,973.95	-73,626.05	66.57%
Department: 404 - Founders Day							
<a href="#">100-404-45000</a>	FD Craft/Business Booths	6,500.00	6,500.00	0.00	6,255.81	-244.19	3.76 %
<a href="#">100-404-45001</a>	FD Food Booths	1,100.00	1,100.00	0.00	1,312.50	212.50	119.32 %

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<a href="#">100-404-45002</a>	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	4,837.50	237.50	105.16 %
<a href="#">100-404-45003</a>	FD Carnival	9,500.00	9,500.00	0.00	13,585.46	4,085.46	143.00 %
<a href="#">100-404-45004</a>	FD Parade Registration Fees	3,750.00	3,750.00	0.00	3,975.00	225.00	106.00 %
<a href="#">100-404-45005</a>	FD Sponsorships	70,000.00	70,000.00	0.00	84,750.00	14,750.00	121.07 %
<a href="#">100-404-45006</a>	FD Parking Fees	1,700.00	1,700.00	0.00	3,299.22	1,599.22	194.07 %
<a href="#">100-404-45007</a>	FD Electric Fees	2,400.00	2,400.00	0.00	3,100.00	700.00	129.17 %
<a href="#">100-404-47007</a>	Transfer from General Fund	0.00	13,000.00	0.00	13,000.00	0.00	0.00 %
<b>Department: 404 - Founders Day Total:</b>		<b>99,550.00</b>	<b>112,550.00</b>	<b>0.00</b>	<b>134,115.49</b>	<b>21,565.49</b>	<b>19.16%</b>
<b>Revenue Total:</b>		<b>9,988,074.63</b>	<b>10,051,570.63</b>	<b>596,580.94</b>	<b>8,864,562.62</b>	<b>-1,187,008.01</b>	<b>11.81%</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	29,151.79	234,693.78	-10,424.56	-4.65 %
<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	1,120.96	11,008.89	-1,008.89	-10.09 %
<a href="#">100-000-63004</a>	Dues, Fees & Subscriptions	30,000.00	30,000.00	9,577.24	23,333.27	6,666.73	22.22 %
<a href="#">100-000-63005</a>	Training/Continuing Education	83,623.90	83,623.90	6,438.48	20,666.07	62,957.83	75.29 %
<a href="#">100-000-64000</a>	Office Supplies	25,000.00	25,000.00	3,223.99	15,463.57	9,536.43	38.15 %
<a href="#">100-000-64004</a>	Office Furniture and Equipment	6,000.00	6,000.00	119.99	2,333.99	3,666.01	61.10 %
<a href="#">100-000-66002</a>	Postage & Shipping	3,200.00	3,200.00	16.86	1,483.13	1,716.87	53.65 %
<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	769.31	2,881.03	7,118.97	71.19 %
<a href="#">100-000-70009</a>	Coronavirus Local Fiscal Recovery F	0.00	56,146.39	0.00	57,357.89	-1,211.50	-2.16 %
<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>50,418.62</b>	<b>380,586.75</b>	<b>3,592,326.68</b>	<b>90.42%</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="#">100-100-64003</a>	Uniforms	0.00	0.00	0.00	44.50	-44.50	0.00 %
<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>564.50</b>	<b>23,935.50</b>	<b>97.70%</b>
<b>Department: 101 - City Administrators Office</b>							
<a href="#">100-101-60000</a>	Regular Employees	0.00	0.00	34,418.57	330,001.05	-330,001.05	0.00 %
<a href="#">100-101-60002</a>	Overtime	0.00	0.00	20.21	782.70	-782.70	0.00 %
<a href="#">100-101-61000</a>	Health Insurance	0.00	0.00	1,689.54	16,049.80	-16,049.80	0.00 %
<a href="#">100-101-61001</a>	Dental Insurance	0.00	0.00	138.96	1,320.12	-1,320.12	0.00 %
<a href="#">100-101-61002</a>	Medicare	0.00	0.00	463.77	4,458.22	-4,458.22	0.00 %
<a href="#">100-101-61003</a>	Social Security	0.00	0.00	1,982.96	16,702.72	-16,702.72	0.00 %
<a href="#">100-101-61004</a>	Unemployment	0.00	0.00	0.00	575.99	-575.99	0.00 %
<a href="#">100-101-61006</a>	TMRS	0.00	0.00	2,038.77	19,708.78	-19,708.78	0.00 %
<b>Department: 101 - City Administrators Office Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>40,752.78</b>	<b>389,599.38</b>	<b>-389,599.38</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	58,769.18	-58,769.18	0.00 %
<a href="#">100-102-60001</a>	Part-time Employees	0.00	0.00	1,385.11	8,903.71	-8,903.71	0.00 %
<a href="#">100-102-61000</a>	Health Insurance	0.00	0.00	559.80	5,317.56	-5,317.56	0.00 %
<a href="#">100-102-61001</a>	Dental Insurance	0.00	0.00	34.74	330.03	-330.03	0.00 %

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<a href="#">100-102-61002</a>	Medicare	0.00	0.00	108.17	970.32	-970.32	0.00 %
<a href="#">100-102-61003</a>	Social Security	0.00	0.00	462.53	4,149.22	-4,149.22	0.00 %
<a href="#">100-102-61004</a>	Unemployment	0.00	0.00	22.17	265.31	-265.31	0.00 %
<a href="#">100-102-61006</a>	TMRS	0.00	0.00	364.30	3,501.54	-3,501.54	0.00 %
<a href="#">100-102-62000</a>	Municipal Election	8,000.00	8,000.00	0.00	432.00	7,568.00	94.60 %
<a href="#">100-102-62018</a>	Code Publication	5,350.00	5,350.00	2,197.06	2,197.06	3,152.94	58.93 %
<a href="#">100-102-66003</a>	Public Notices	6,000.00	6,000.00	897.61	3,236.82	2,763.18	46.05 %
<a href="#">100-102-69003</a>	Records Management	1,220.00	1,220.00	60.00	420.00	800.00	65.57 %
<a href="#">100-102-70001</a>	Mileage	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>12,245.33</b>	<b>88,798.41</b>	<b>-68,228.41</b>	<b>-331.69%</b>
<b>Department: 103 - Courts</b>							
<a href="#">100-103-60001</a>	Part-time Employees	0.00	0.00	737.50	3,462.50	-3,462.50	0.00 %
<a href="#">100-103-61002</a>	Medicare	0.00	0.00	10.70	50.22	-50.22	0.00 %
<a href="#">100-103-61003</a>	Social Security	0.00	0.00	45.73	214.70	-214.70	0.00 %
<a href="#">100-103-61004</a>	Unemployment	0.00	0.00	11.80	55.40	-55.40	0.00 %
<a href="#">100-103-62003</a>	Muni Court Attorney/ Judge	15,500.00	15,500.00	300.00	2,900.00	12,600.00	81.29 %
<a href="#">100-103-62010</a>	Miscellaneous Consultant	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>1,105.73</b>	<b>6,845.32</b>	<b>8,654.68</b>	<b>55.84%</b>
<b>Department: 104 - City Attorney</b>							
<a href="#">100-104-60000</a>	Regular Employees	0.00	0.00	11,538.46	108,854.12	-108,854.12	0.00 %
<a href="#">100-104-60001</a>	Part-time Employees	0.00	0.00	1,205.40	1,205.40	-1,205.40	0.00 %
<a href="#">100-104-61000</a>	Health Insurance	0.00	0.00	564.12	5,359.14	-5,359.14	0.00 %
<a href="#">100-104-61001</a>	Dental Insurance	0.00	0.00	34.74	330.03	-330.03	0.00 %
<a href="#">100-104-61002</a>	Medicare	0.00	0.00	176.86	1,520.55	-1,520.55	0.00 %
<a href="#">100-104-61003</a>	Social Security	0.00	0.00	756.21	6,501.60	-6,501.60	0.00 %
<a href="#">100-104-61004</a>	Unemployment	0.00	0.00	19.29	163.29	-163.29	0.00 %
<a href="#">100-104-61006</a>	TMRS	0.00	0.00	683.08	6,485.08	-6,485.08	0.00 %
<a href="#">100-104-62003</a>	Special Counsel and Consultants	59,000.00	44,107.60	0.00	7,418.01	36,689.59	83.18 %
<a href="#">100-104-62009</a>	Human Resources Consultant	0.00	0.00	-1,120.96	0.00	0.00	0.00 %
<a href="#">100-104-64003</a>	Uniforms	0.00	0.00	0.00	24.00	-24.00	0.00 %
<b>Department: 104 - City Attorney Total:</b>		<b>59,000.00</b>	<b>44,107.60</b>	<b>13,857.20</b>	<b>137,861.22</b>	<b>-93,753.62</b>	<b>-212.56%</b>
<b>Department: 105 - Communications</b>							
<a href="#">100-105-60000</a>	Regular Employees	0.00	0.00	5,661.54	53,945.86	-53,945.86	0.00 %
<a href="#">100-105-61000</a>	Health Insurance	0.00	0.00	558.42	5,304.60	-5,304.60	0.00 %
<a href="#">100-105-61001</a>	Dental Insurance	0.00	0.00	34.74	330.03	-330.03	0.00 %
<a href="#">100-105-61002</a>	Medicare	0.00	0.00	81.36	778.58	-778.58	0.00 %
<a href="#">100-105-61003</a>	Social Security	0.00	0.00	347.86	3,328.88	-3,328.88	0.00 %
<a href="#">100-105-61004</a>	Unemployment	0.00	0.00	0.00	143.99	-143.99	0.00 %
<a href="#">100-105-61006</a>	TMRS	0.00	0.00	335.16	3,214.12	-3,214.12	0.00 %
<a href="#">100-105-66000</a>	Website	6,625.00	6,625.00	0.00	6,625.00	0.00	0.00 %
<a href="#">100-105-66005</a>	Public Relations	7,488.00	8,988.00	150.69	1,509.52	7,478.48	83.21 %
<b>Department: 105 - Communications Total:</b>		<b>14,113.00</b>	<b>15,613.00</b>	<b>7,169.77</b>	<b>75,180.58</b>	<b>-59,567.58</b>	<b>-381.53%</b>
<b>Department: 106 - IT</b>							
<a href="#">100-106-60000</a>	Regular Employees	0.00	0.00	5,120.00	26,787.70	-26,787.70	0.00 %
<a href="#">100-106-60002</a>	Overtime	0.00	0.00	0.00	57.26	-57.26	0.00 %
<a href="#">100-106-61000</a>	Health Insurance	0.00	0.00	14.38	1,431.13	-1,431.13	0.00 %
<a href="#">100-106-61001</a>	Dental Insurance	0.00	0.00	0.00	86.85	-86.85	0.00 %
<a href="#">100-106-61002</a>	Medicare	0.00	0.00	74.24	387.77	-387.77	0.00 %
<a href="#">100-106-61003</a>	Social Security	0.00	0.00	317.44	1,658.11	-1,658.11	0.00 %
<a href="#">100-106-61004</a>	Unemployment	0.00	0.00	0.00	144.01	-144.01	0.00 %
<a href="#">100-106-61006</a>	TMRS	0.00	0.00	303.10	1,597.63	-1,597.63	0.00 %
<a href="#">100-106-64001</a>	Office IT Equipment & Support	70,890.00	70,890.00	11,813.07	62,286.11	8,603.89	12.14 %
<a href="#">100-106-64002</a>	Software	165,142.00	183,888.00	15,987.75	106,367.88	77,520.12	42.16 %
<a href="#">100-106-65000</a>	Network/Phone	31,000.00	31,000.00	2,237.60	15,576.50	15,423.50	49.75 %
<b>Department: 106 - IT Total:</b>		<b>267,032.00</b>	<b>285,778.00</b>	<b>35,867.58</b>	<b>216,380.95</b>	<b>69,397.05</b>	<b>24.28%</b>
<b>Department: 107 - Finance</b>							
<a href="#">100-107-60000</a>	Regular Employees	0.00	0.00	14,079.56	134,292.24	-134,292.24	0.00 %

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<a href="#">100-107-60002</a>	Overtime	0.00	0.00	35.88	130.42	-130.42	0.00 %
<a href="#">100-107-61000</a>	Health Insurance	0.00	0.00	1,667.86	15,843.45	-15,843.45	0.00 %
<a href="#">100-107-61001</a>	Dental Insurance	0.00	0.00	104.22	990.09	-990.09	0.00 %
<a href="#">100-107-61002</a>	Medicare	0.00	0.00	194.85	1,855.80	-1,855.80	0.00 %
<a href="#">100-107-61003</a>	Social Security	0.00	0.00	833.19	7,935.55	-7,935.55	0.00 %
<a href="#">100-107-61004</a>	Unemployment	0.00	0.00	0.00	432.01	-432.01	0.00 %
<a href="#">100-107-61006</a>	TMRS	0.00	0.00	835.64	8,009.10	-8,009.10	0.00 %
<a href="#">100-107-62001</a>	Financial Services	115,000.00	115,000.00	0.00	28,000.00	87,000.00	75.65 %
<a href="#">100-107-67000</a>	TML Liability Insurance	20,850.00	20,850.00	0.00	14,252.75	6,597.25	31.64 %
<a href="#">100-107-67001</a>	TML Property Insurance	34,646.00	34,646.00	0.00	29,062.25	5,583.75	16.12 %
<a href="#">100-107-67002</a>	TML Workmen's Comp Insurance	25,000.00	25,000.00	0.00	19,767.50	5,232.50	20.93 %
<a href="#">100-107-70000</a>	Bad Debt Expense	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-107-70001</a>	Mileage	0.00	0.00	20.48	200.41	-200.41	0.00 %
<a href="#">100-107-90003</a>	Transfer to Wastewater Utility Fund	759,225.14	914,946.14	74,252.60	685,180.75	229,765.39	25.11 %
<a href="#">100-107-90004</a>	SPA & ECO D Transfers	218,656.84	218,656.84	34,162.58	154,403.58	64,253.26	29.39 %
<b>Department: 107 - Finance Total:</b>		<b>1,178,377.98</b>	<b>1,334,098.98</b>	<b>126,186.86</b>	<b>1,100,355.90</b>	<b>233,743.08</b>	<b>17.52%</b>
<b>Department: 200 - Planning &amp; Development</b>							
<a href="#">100-200-60000</a>	Regular Employees	0.00	0.00	20,077.76	176,827.12	-176,827.12	0.00 %
<a href="#">100-200-61000</a>	Health Insurance	0.00	0.00	2,227.86	17,810.81	-17,810.81	0.00 %
<a href="#">100-200-61001</a>	Dental Insurance	0.00	0.00	138.96	1,108.50	-1,108.50	0.00 %
<a href="#">100-200-61002</a>	Medicare	0.00	0.00	283.65	2,489.91	-2,489.91	0.00 %
<a href="#">100-200-61003</a>	Social Security	0.00	0.00	1,212.77	10,646.29	-10,646.29	0.00 %
<a href="#">100-200-61004</a>	Unemployment	0.00	0.00	51.26	700.28	-700.28	0.00 %
<a href="#">100-200-61006</a>	TMRS	0.00	0.00	1,188.62	10,533.35	-10,533.35	0.00 %
<a href="#">100-200-62002</a>	Engineering & Surveying	70,000.00	94,000.00	0.00	33,697.87	60,302.13	64.15 %
<a href="#">100-200-62003</a>	Special Counsel and Consultant	0.00	0.00	0.00	1,920.90	-1,920.90	0.00 %
<a href="#">100-200-62005</a>	Health Inspector	50,000.00	50,000.00	8,083.84	51,368.12	-1,368.12	-2.74 %
<a href="#">100-200-62006</a>	Architectural & Landscape Consulta	5,000.00	5,000.00	0.00	1,956.27	3,043.73	60.87 %
<a href="#">100-200-62007</a>	Historic District Consultant	3,500.00	3,500.00	0.00	2,611.41	888.59	25.39 %
<a href="#">100-200-62010</a>	Miscellaneous Consultant	175,000.00	175,000.00	21,216.82	22,171.06	152,828.94	87.33 %
<a href="#">100-200-64003</a>	Uniforms	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>54,481.54</b>	<b>334,323.65</b>	<b>-6,823.65</b>	<b>-2.08%</b>
<b>Department: 201 - Building</b>							
<a href="#">100-201-60000</a>	Regular Employees	0.00	0.00	16,672.07	116,799.30	-116,799.30	0.00 %
<a href="#">100-201-60002</a>	Overtime	0.00	0.00	205.29	753.50	-753.50	0.00 %
<a href="#">100-201-61000</a>	Health Insurance	0.00	0.00	2,216.86	16,378.39	-16,378.39	0.00 %
<a href="#">100-201-61001</a>	Dental Insurance	0.00	0.00	138.96	1,028.01	-1,028.01	0.00 %
<a href="#">100-201-61002</a>	Medicare	0.00	0.00	241.99	1,680.17	-1,680.17	0.00 %
<a href="#">100-201-61003</a>	Social Security	0.00	0.00	1,034.70	7,184.04	-7,184.04	0.00 %
<a href="#">100-201-61004</a>	Unemployment	0.00	0.00	60.31	644.30	-644.30	0.00 %
<a href="#">100-201-61006</a>	TMRS	0.00	0.00	999.14	6,998.43	-6,998.43	0.00 %
<a href="#">100-201-62004</a>	Bldg. Inspector	750,000.00	750,000.00	503,698.93	1,211,270.41	-461,270.41	-61.50 %
<a href="#">100-201-62008</a>	Lighting Consultant	1,000.00	1,000.00	0.00	247.50	752.50	75.25 %
<a href="#">100-201-64003</a>	Uniforms	0.00	0.00	0.00	116.46	-116.46	0.00 %
<a href="#">100-201-70001</a>	Mileage	0.00	0.00	0.00	44.46	-44.46	0.00 %
<b>Department: 201 - Building Total:</b>		<b>751,000.00</b>	<b>751,000.00</b>	<b>525,268.25</b>	<b>1,363,144.97</b>	<b>-612,144.97</b>	<b>-81.51%</b>
<b>Department: 300 - Utilities</b>							
<a href="#">100-300-60000</a>	Regular Employees	0.00	0.00	10,565.19	99,463.67	-99,463.67	0.00 %
<a href="#">100-300-60002</a>	Overtime	0.00	0.00	449.48	2,565.72	-2,565.72	0.00 %
<a href="#">100-300-61000</a>	Health Insurance	0.00	0.00	1,114.40	10,584.76	-10,584.76	0.00 %
<a href="#">100-300-61001</a>	Dental Insurance	0.00	0.00	69.48	660.06	-660.06	0.00 %
<a href="#">100-300-61002</a>	Medicare	0.00	0.00	148.89	1,376.63	-1,376.63	0.00 %
<a href="#">100-300-61003</a>	Social Security	0.00	0.00	636.64	5,886.33	-5,886.33	0.00 %
<a href="#">100-300-61004</a>	Unemployment	0.00	0.00	0.00	288.01	-288.01	0.00 %
<a href="#">100-300-61006</a>	TMRS	0.00	0.00	652.06	6,078.40	-6,078.40	0.00 %
<a href="#">100-300-64003</a>	Uniforms	0.00	0.00	0.00	1,497.20	-1,497.20	0.00 %
<a href="#">100-300-70001</a>	Mileage	0.00	0.00	0.00	36.40	-36.40	0.00 %



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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-300-71001</a>	Transportation Improvement Proje	775,000.00	775,000.00	200,314.00	268,671.98	506,328.02	65.33 %
	<b>Department: 300 - Utilities Total:</b>	<b>775,000.00</b>	<b>775,000.00</b>	<b>213,950.14</b>	<b>397,109.16</b>	<b>377,890.84</b>	<b>48.76%</b>
<b>Department: 304 - Maintenance</b>							
<a href="#">100-304-60000</a>	Regular Employees	0.00	0.00	21,877.12	206,851.73	-206,851.73	0.00 %
<a href="#">100-304-60002</a>	Overtime	0.00	0.00	1,375.63	7,428.23	-7,428.23	0.00 %
<a href="#">100-304-60003</a>	On Call Pay	0.00	0.00	800.00	7,600.00	-7,600.00	0.00 %
<a href="#">100-304-61000</a>	Health Insurance	0.00	0.00	3,325.06	31,240.08	-31,240.08	0.00 %
<a href="#">100-304-61001</a>	Dental Insurance	0.00	0.00	208.44	1,954.42	-1,954.42	0.00 %
<a href="#">100-304-61002</a>	Medicare	0.00	0.00	339.72	3,131.67	-3,131.67	0.00 %
<a href="#">100-304-61003</a>	Social Security	0.00	0.00	1,452.66	13,390.92	-13,390.92	0.00 %
<a href="#">100-304-61004</a>	Unemployment	0.00	0.00	0.00	903.68	-903.68	0.00 %
<a href="#">100-304-61006</a>	TMRS	0.00	0.00	1,423.92	13,216.87	-13,216.87	0.00 %
<a href="#">100-304-63000</a>	Office Maintenance/Repairs	11,060.00	11,060.00	1,552.22	7,856.50	3,203.50	28.96 %
<a href="#">100-304-63001</a>	Equipment Maintenance	3,000.00	3,000.00	775.44	1,672.66	1,327.34	44.24 %
<a href="#">100-304-63002</a>	Fleet Maintenance	18,800.00	28,800.00	7,489.63	26,095.79	2,704.21	9.39 %
<a href="#">100-304-63008</a>	Stephenson Building & Lawn Maint	5,500.00	5,500.00	0.00	346.31	5,153.69	93.70 %
<a href="#">100-304-63009</a>	Street/ROW Maintenance	184,250.00	184,250.00	2,896.00	22,481.18	161,768.82	87.80 %
<a href="#">100-304-63018</a>	Triangle/Veterans Park Maintenanc	700.00	700.00	0.00	17.98	682.02	97.43 %
<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	0.00	939.56	-939.56	0.00 %
<a href="#">100-304-64006</a>	Fleet Acquisition	210,700.00	196,700.00	0.00	41,298.49	155,401.51	79.00 %
<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	702.83	5,528.66	42,349.34	88.45 %
<a href="#">100-304-64010</a>	Maintenance Supplies	4,600.00	4,600.00	248.35	2,360.89	2,239.11	48.68 %
<a href="#">100-304-65001</a>	Street Electricy	20,000.00	20,000.00	1,422.77	12,948.51	7,051.49	35.26 %
<a href="#">100-304-65002</a>	City Streets Water	4,000.00	4,000.00	282.05	2,254.13	1,745.87	43.65 %
<a href="#">100-304-65003</a>	Office Electricy	4,500.00	4,500.00	531.85	3,729.15	770.85	17.13 %
<a href="#">100-304-65004</a>	Office Water	650.00	650.00	45.36	369.50	280.50	43.15 %
<a href="#">100-304-65005</a>	Stephenson Bldg Electric	1,500.00	1,500.00	154.46	868.16	631.84	42.12 %
<a href="#">100-304-65006</a>	Stephenson Water	500.00	500.00	35.18	285.96	214.04	42.81 %
<a href="#">100-304-65009</a>	Triangle Electric	500.00	0.00	0.00	0.00	0.00	0.00 %
<a href="#">100-304-65010</a>	Triangle Water	500.00	0.00	0.00	0.00	0.00	0.00 %
<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="#">100-304-69006</a>	Stephenson Bldg Improvements	0.00	14,000.00	0.00	0.00	14,000.00	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>1,234,485.25</b>	<b>46,938.69</b>	<b>717,730.99</b>	<b>516,754.26</b>	<b>41.86%</b>
<b>Department: 400 - Parks &amp; Recreation</b>							
<a href="#">100-400-60000</a>	Regular Employees	0.00	0.00	6,476.31	83,680.37	-83,680.37	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="#">100-400-60005</a>	Camp Staff	0.00	0.00	10,822.54	12,033.22	-12,033.22	0.00 %
<a href="#">100-400-61000</a>	Health Insurance	0.00	0.00	19.08	3,714.51	-3,714.51	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	250.84	1,289.99	-1,289.99	0.00 %
<a href="#">100-400-61003</a>	Social Security	0.00	0.00	1,072.55	5,516.04	-5,516.04	0.00 %
<a href="#">100-400-61004</a>	Unemployment	0.00	0.00	226.50	598.30	-598.30	0.00 %
<a href="#">100-400-61006</a>	TMRS	0.00	0.00	383.41	4,990.63	-4,990.63	0.00 %
<a href="#">100-400-62011</a>	Park Consultant	0.00	10,000.00	0.00	6,485.00	3,515.00	35.15 %
<a href="#">100-400-63004</a>	Dues, Fees & Subscriptions	1,337.50	1,337.50	0.00	2,269.56	-932.06	-69.69 %
<a href="#">100-400-63010</a>	Sports & Rec Park Lawn Mainten	0.00	0.00	5,300.00	13,030.00	-13,030.00	0.00 %
<a href="#">100-400-63011</a>	Founders Park Lawn Maintenance	0.00	0.00	1,500.00	5,040.00	-5,040.00	0.00 %
<a href="#">100-400-63012</a>	Charro Ranch Landscaping	0.00	0.00	650.00	3,290.00	-3,290.00	0.00 %
<a href="#">100-400-63013</a>	General Parks Maintenance	1,000.00	1,000.00	0.00	478.03	521.97	52.20 %
<a href="#">100-400-63015</a>	Founders Park/Pool Maintenance	0.00	0.00	648.53	3,392.58	-3,392.58	0.00 %
<a href="#">100-400-63016</a>	Sports & Rec Park Maintenance	51,920.00	56,519.00	0.00	24,902.73	31,616.27	55.94 %
<a href="#">100-400-63017</a>	Charro Ranch Park Maintenance	7,700.00	7,700.00	0.00	129.09	7,570.91	98.32 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<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	260.19	1,695.04	1,304.96	43.50 %
<a href="#">100-400-64012</a>	Charro Ranch Supplies	1,500.00	1,500.00	0.00	150.25	1,349.75	89.98 %
<a href="#">100-400-64013</a>	Founders Park/Pool Supplies	43,375.00	43,375.00	0.00	26,393.26	16,981.74	39.15 %
<a href="#">100-400-64014</a>	Sports & Rec Park Supplies	400.00	400.00	0.00	258.91	141.09	35.27 %
<a href="#">100-400-64015</a>	Park Program & Event Supplies	1,500.00	13,740.00	373.65	3,336.99	10,403.01	75.71 %
<a href="#">100-400-65007</a>	Portable Toilets	5,000.00	5,000.00	725.00	5,252.50	-252.50	-5.05 %
<a href="#">100-400-65009</a>	Triangle Electric	0.00	500.00	38.25	344.25	155.75	31.15 %
<a href="#">100-400-65010</a>	Triangle Water	0.00	500.00	35.18	321.91	178.09	35.62 %
<a href="#">100-400-65011</a>	Sports & Rec Park Water	14,500.00	14,500.00	7,739.61	-7,561.79	22,061.79	152.15 %
<a href="#">100-400-65012</a>	Sports & Rec Park Electricty	1,200.00	2,500.00	138.52	1,721.75	778.25	31.13 %
<a href="#">100-400-65013</a>	FMP Pool/Pavilion Water	6,000.00	0.00	0.00	0.00	0.00	0.00 %
<a href="#">100-400-65014</a>	Founders Park/Pool Electricty	4,500.00	0.00	0.00	0.00	0.00	0.00 %
<a href="#">100-400-66001</a>	Advertising	6,500.00	6,500.00	-11.82	6,897.58	-397.58	-6.12 %
<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	0.00	3,889.07	-3,889.07	0.00 %
<a href="#">100-400-71004</a>	All Parks Improvements	0.00	32,942.50	0.00	22,112.72	10,829.78	32.87 %
<a href="#">100-400-71005</a>	Founders Park/Pool Improvmts	67,731.40	67,731.40	0.00	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>292,545.40</b>	<b>36,648.34</b>	<b>261,696.85</b>	<b>30,848.55</b>	<b>10.54%</b>
<b>Department: 401 - DSRP</b>							
<a href="#">100-401-60000</a>	Regular Employees	376,654.59	376,654.59	23,624.29	234,024.50	142,630.09	37.87 %
<a href="#">100-401-60002</a>	Overtime	0.00	0.00	184.53	2,587.64	-2,587.64	0.00 %
<a href="#">100-401-60003</a>	On Call Pay	0.00	0.00	600.00	7,400.00	-7,400.00	0.00 %
<a href="#">100-401-61000</a>	Health Insurance	50,274.49	50,274.49	2,785.78	31,291.71	18,982.78	37.76 %
<a href="#">100-401-61001</a>	Dental Insurance	3,161.76	3,161.76	173.70	1,953.83	1,207.93	38.20 %
<a href="#">100-401-61002</a>	Medicare	0.00	0.00	335.38	3,361.67	-3,361.67	0.00 %
<a href="#">100-401-61003</a>	Social Security	0.00	0.00	1,433.98	14,373.63	-14,373.63	0.00 %
<a href="#">100-401-61004</a>	Unemployment	0.00	0.00	35.73	1,440.85	-1,440.85	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	1,312.78	13,540.71	5,782.57	29.93 %
<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>30,486.17</b>	<b>309,974.54</b>	<b>170,471.86</b>	<b>35.48%</b>
<b>Department: 402 - Aquatics</b>							
<a href="#">100-402-60000</a>	Regular Employees	0.00	0.00	4,000.00	37,940.00	-37,940.00	0.00 %
<a href="#">100-402-60007</a>	Aquatic Staff	70,591.24	70,591.24	8,317.43	9,451.19	61,140.05	86.61 %
<a href="#">100-402-61000</a>	Health Insurance	0.00	0.00	553.76	4,983.84	-4,983.84	0.00 %
<a href="#">100-402-61001</a>	Dental Insurance	0.00	0.00	34.74	312.66	-312.66	0.00 %
<a href="#">100-402-61002</a>	Medicare	0.00	0.00	178.60	687.17	-687.17	0.00 %
<a href="#">100-402-61003</a>	Social Security	0.00	0.00	763.67	2,938.26	-2,938.26	0.00 %
<a href="#">100-402-61004</a>	Unemployment	0.00	0.00	133.10	295.23	-295.23	0.00 %
<a href="#">100-402-61006</a>	TMRS	0.00	0.00	253.69	2,166.89	-2,166.89	0.00 %
<a href="#">100-402-63015</a>	Founders Park/Pool Maintenance	28,240.00	28,240.00	0.00	1,147.30	27,092.70	95.94 %
<a href="#">100-402-64011</a>	Park Supplies	0.00	0.00	529.20	529.20	-529.20	0.00 %
<a href="#">100-402-64022</a>	Pool Chemicals	0.00	0.00	5,024.46	8,751.15	-8,751.15	0.00 %
<a href="#">100-402-65000</a>	Network/Phone	1,500.00	1,500.00	140.49	1,239.31	260.69	17.38 %
<a href="#">100-402-65013</a>	FMP Pool/Pavilion Water	0.00	6,000.00	1,005.30	2,826.03	3,173.97	52.90 %
<a href="#">100-402-65014</a>	FMP Pool/Pavilion Electric	0.00	4,500.00	583.84	4,674.36	-174.36	-3.87 %
<a href="#">100-402-65019</a>	Propane/Natural Gas	20,000.00	20,000.00	0.00	7,374.54	12,625.46	63.13 %
<b>Department: 402 - Aquatics Total:</b>		<b>120,331.24</b>	<b>130,831.24</b>	<b>21,518.28</b>	<b>85,317.13</b>	<b>45,514.11</b>	<b>34.79%</b>
<b>Department: 404 - Founders Day</b>							
<a href="#">100-404-63019</a>	FD Clean Up	5,060.00	5,060.00	4,500.00	5,758.17	-698.17	-13.80 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-404-64016</a>	FD Event Supplies	7,000.00	7,000.00	1,000.00	5,280.21	1,719.79	24.57 %
<a href="#">100-404-64017</a>	FD Event Tent, Table, & Chairs	4,500.00	4,500.00	0.00	6,671.08	-2,171.08	-48.25 %
<a href="#">100-404-64018</a>	FD Barricades	19,874.00	19,874.00	0.00	14,819.72	5,054.28	25.43 %
<a href="#">100-404-65007</a>	Portable Toilets	7,150.00	7,150.00	0.00	10,019.00	-2,869.00	-40.13 %
<a href="#">100-404-65016</a>	FD Electricity	6,400.00	6,400.00	1,169.66	1,843.34	4,556.66	71.20 %
<a href="#">100-404-66008</a>	FD Parade	650.00	650.00	0.00	552.00	98.00	15.08 %
<a href="#">100-404-66009</a>	FD Publicity	8,500.00	8,500.00	0.00	9,584.14	-1,084.14	-12.75 %
<a href="#">100-404-66010</a>	Events, Entertainment & Activities	15,000.00	15,000.00	0.00	13,950.00	1,050.00	7.00 %
<a href="#">100-404-66012</a>	FD Sponsorship	5,000.00	5,000.00	0.00	3,303.97	1,696.03	33.92 %
<a href="#">100-404-68005</a>	FD Security	20,000.00	33,000.00	100.00	42,067.98	-9,067.98	-27.48 %
<a href="#">100-404-70002</a>	FD Contingencies	416.00	416.00	0.00	5,613.27	-5,197.27	-1,249.34 %
<b>Department: 404 - Founders Day Total:</b>		<b>99,550.00</b>	<b>112,550.00</b>	<b>6,769.66</b>	<b>119,462.88</b>	<b>-6,912.88</b>	<b>-6.14%</b>
<b>Department: 500 - Emergency Management</b>							
<a href="#">100-500-60000</a>	Regular Employees	0.00	0.00	5,000.01	47,926.76	-47,926.76	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	132.84	-132.84	0.00 %
<a href="#">100-500-61001</a>	Dental Insurance	0.00	0.00	34.74	330.03	-330.03	0.00 %
<a href="#">100-500-61002</a>	Medicare	0.00	0.00	72.50	699.02	-699.02	0.00 %
<a href="#">100-500-61003</a>	Social Security	0.00	0.00	310.00	2,988.90	-2,988.90	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	2,872.31	-2,872.31	0.00 %
<a href="#">100-500-64000</a>	Office Supplies	0.00	0.00	0.00	1,306.54	-1,306.54	0.00 %
<a href="#">100-500-64003</a>	Uniforms	0.00	0.00	105.00	611.50	-611.50	0.00 %
<a href="#">100-500-68000</a>	Emergency Management Equip	50,970.00	50,970.00	91.67	44,812.27	6,157.73	12.08 %
<a href="#">100-500-68001</a>	Emergency Fire & Safety	2,118.00	2,118.00	83.00	1,047.00	1,071.00	50.57 %
<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	1,731.07	3,267.74	2,592.26	44.24 %
<b>Department: 500 - Emergency Management Total:</b>		<b>60,948.00</b>	<b>60,948.00</b>	<b>7,738.03</b>	<b>106,925.16</b>	<b>-45,977.16</b>	<b>-75.44%</b>
<b>Expense Total:</b>		<b>9,422,192.41</b>	<b>9,878,387.30</b>	<b>1,231,402.97</b>	<b>6,091,858.34</b>	<b>3,786,528.96</b>	<b>38.33%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>		<b>565,882.22</b>	<b>173,183.33</b>	<b>-634,822.03</b>	<b>2,772,704.28</b>	<b>2,599,520.95</b>	<b>-1,501.02%</b>
<b>Report Surplus (Deficit):</b>		<b>565,882.22</b>	<b>173,183.33</b>	<b>-634,822.03</b>	<b>2,772,704.28</b>	<b>2,599,520.95</b>	<b>-1,501.02%</b>

## Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>						
<b>Revenue</b>						
000 - Undesignated	6,992,588.77	7,016,588.77	416,160.43	5,543,878.90	-1,472,709.87	20.99%
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	66,472.67	1,519,214.32	499,099.66	48.93%
201 - Building	1,510,000.00	1,510,000.00	96,999.34	1,591,026.49	81,026.49	5.37%
400 - Parks & Recreation	254,971.20	281,467.20	2,542.50	39,353.47	-242,113.73	86.02%
402 - Aquatics	110,600.00	110,600.00	14,406.00	36,973.95	-73,626.05	66.57%
404 - Founders Day	99,550.00	112,550.00	0.00	134,115.49	21,565.49	19.16%
<b>Revenue Total:</b>	<b>9,988,074.63</b>	<b>10,051,570.63</b>	<b>596,580.94</b>	<b>8,864,562.62</b>	<b>-1,187,008.01</b>	<b>11.81%</b>
<b>Expense</b>						
000 - Undesignated	3,785,874.64	3,972,913.43	50,418.62	380,586.75	3,592,326.68	90.42%
100 - City Council/Boards & Commissions	24,500.00	24,500.00	0.00	564.50	23,935.50	97.70%
101 - City Administrators Office	0.00	0.00	40,752.78	389,599.38	-389,599.38	0.00%
102 - City Secretary	20,570.00	20,570.00	12,245.33	88,798.41	-68,228.41	-331.69%
103 - Courts	15,500.00	15,500.00	1,105.73	6,845.32	8,654.68	55.84%
104 - City Attorney	59,000.00	44,107.60	13,857.20	137,861.22	-93,753.62	-212.56%
105 - Communications	14,113.00	15,613.00	7,169.77	75,180.58	-59,567.58	-381.53%
106 - IT	267,032.00	285,778.00	35,867.58	216,380.95	69,397.05	24.28%
107 - Finance	1,178,377.98	1,334,098.98	126,186.86	1,100,355.90	233,743.08	17.52%
200 - Planning & Development	303,500.00	327,500.00	54,481.54	334,323.65	-6,823.65	-2.08%
201 - Building	751,000.00	751,000.00	525,268.25	1,363,144.97	-612,144.97	-81.51%
300 - Utilities	775,000.00	775,000.00	213,950.14	397,109.16	377,890.84	48.76%
304 - Maintenance	1,225,485.25	1,234,485.25	46,938.69	717,730.99	516,754.26	41.86%
400 - Parks & Recreation	240,963.90	292,545.40	36,648.34	261,696.85	30,848.55	10.54%
401 - DSRP	480,446.40	480,446.40	30,486.17	309,974.54	170,471.86	35.48%
402 - Aquatics	120,331.24	130,831.24	21,518.28	85,317.13	45,514.11	34.79%
404 - Founders Day	99,550.00	112,550.00	6,769.66	119,462.88	-6,912.88	-6.14%
500 - Emergency Management	60,948.00	60,948.00	7,738.03	106,925.16	-45,977.16	-75.44%
<b>Expense Total:</b>	<b>9,422,192.41</b>	<b>9,878,387.30</b>	<b>1,231,402.97</b>	<b>6,091,858.34</b>	<b>3,786,528.96</b>	<b>38.33%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>	<b>565,882.22</b>	<b>173,183.33</b>	<b>-634,822.03</b>	<b>2,772,704.28</b>	<b>2,599,520.95</b>	<b>-1,501.02%</b>
<b>Report Surplus (Deficit):</b>	<b>565,882.22</b>	<b>173,183.33</b>	<b>-634,822.03</b>	<b>2,772,704.28</b>	<b>2,599,520.95</b>	<b>-1,501.02%</b>

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	565,882.22	173,183.33	-634,822.03	2,772,704.28	2,599,520.95
Report Surplus (Deficit):	565,882.22	173,183.33	-634,822.03	2,772,704.28	2,599,520.95



Dripping Springs, TX

DRIPPING SPRINGS  
Texas

Item 8.

# Budget Report

## Account Summary

For Fiscal: 2021-2022 Period Ending: 06/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<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	-68,534.82	-68,534.82	0.00 %
<b>Department: 000 - Undesignated Total:</b>		<b>134,550.60</b>	<b>0.00</b>	<b>0.00</b>	<b>-68,534.82</b>	<b>-68,534.82</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	121,014.09	-8,985.91	6.91 %
<a href="#">400-300-41002</a>	ROW Fees	6,000.00	6,000.00	18.36	4,303.50	-1,696.50	28.28 %
<a href="#">400-300-41003</a>	Cable Franchise Fees	130,000.00	130,000.00	0.00	117,012.13	-12,987.87	9.99 %
<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	105,083.33	806,496.80	-138,598.24	14.67 %
<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	1,024.94	11,222.77	1,742.77	118.38 %
<a href="#">400-300-43021</a>	Delayed Connection Fees	157,850.00	157,850.00	0.00	2,700.00	-155,150.00	98.29 %
<a href="#">400-300-43023</a>	Transfer Fees	9,600.00	9,600.00	0.00	5,370.00	-4,230.00	44.06 %
<a href="#">400-300-43024</a>	Over Use Fees	0.00	134,550.60	9,992.36	73,609.89	-60,940.71	45.29 %
<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	6,052.56	55,563.61	5,563.61	111.13 %
<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	74,252.60	618,691.04	-140,534.10	18.51 %
<b>Department: 300 - Utilities Total:</b>		<b>8,815,250.18</b>	<b>9,105,521.78</b>	<b>196,424.15</b>	<b>1,819,592.94</b>	<b>-7,285,928.84</b>	<b>80.02%</b>
<b>Revenue Total:</b>		<b>8,949,800.78</b>	<b>9,105,521.78</b>	<b>196,424.15</b>	<b>1,751,058.12</b>	<b>-7,354,463.66</b>	<b>80.77%</b>
<b>Expense</b>							
<b>Department: 300 - Utilities</b>							
<a href="#">400-300-60000</a>	Regular Employees	246,000.00	246,000.00	16,323.17	139,253.57	106,746.43	43.39 %
<a href="#">400-300-60002</a>	Overtime	0.00	0.00	747.15	5,189.40	-5,189.40	0.00 %
<a href="#">400-300-60003</a>	On Call Pay	10,400.00	10,400.00	800.00	6,600.00	3,800.00	36.54 %
<a href="#">400-300-61000</a>	Health Insurance	28,931.49	28,931.49	1,676.11	13,696.84	15,234.65	52.66 %
<a href="#">400-300-61001</a>	Dental Insurance	1,806.72	1,806.72	104.22	851.13	955.59	52.89 %
<a href="#">400-300-61002</a>	Medicare	0.00	0.00	258.71	2,186.74	-2,186.74	0.00 %
<a href="#">400-300-61003</a>	Social Security	0.00	0.00	1,106.16	9,350.04	-9,350.04	0.00 %
<a href="#">400-300-61004</a>	Unemployment	0.00	0.00	38.66	828.50	-828.50	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	1,057.93	8,991.75	6,392.25	41.55 %
<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	29,329.08	48,677.92	173,322.08	78.07 %
<a href="#">400-300-62003</a>	Special Counsel & Consultants	35,000.00	35,000.00	6,018.75	43,824.47	-8,824.47	-25.21 %
<a href="#">400-300-62019</a>	Planning and Permitting	50,000.00	50,000.00	12,815.77	55,839.51	-5,839.51	-11.68 %
<a href="#">400-300-62020</a>	Lab Testing	25,000.00	25,000.00	1,534.77	10,038.47	14,961.53	59.85 %
<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	19.99	26.48	1,173.52	97.79 %
<a href="#">400-300-63004</a>	Dues, Fees & Subscriptions	0.00	0.00	325.18	524.52	-524.52	0.00 %
<a href="#">400-300-63005</a>	Training/Continuing Education	8,000.00	8,000.00	0.00	1,788.75	6,211.25	77.64 %
<a href="#">400-300-63009</a>	Street/ROW Maintenance	10,000.00	10,000.00	3,216.14	3,312.13	6,687.87	66.88 %
<a href="#">400-300-63025</a>	Wastewater Treatment Plant Maint	63,100.00	63,100.00	0.00	21,494.29	41,605.71	65.94 %
<a href="#">400-300-63026</a>	Routine Operations	70,000.00	70,000.00	981.00	18,554.72	51,445.28	73.49 %
<a href="#">400-300-63027</a>	Operations Non Routine	65,000.00	90,000.00	4,384.13	51,855.00	38,145.00	42.38 %
<a href="#">400-300-63028</a>	Lift Station Maintenance	40,600.00	40,600.00	10,920.65	42,247.48	-1,647.48	-4.06 %
<a href="#">400-300-63029</a>	Sanitary Sewer Line Maintenance	39,000.00	156,500.00	0.00	0.00	156,500.00	100.00 %



## Budget Report

For Fiscal: 2021-2022 Period Ending:

Item 8.

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">400-300-63030</a>	Drip Field Maintenance	25,000.00	25,000.00	1,657.37	11,254.53	13,745.47	54.98 %
<a href="#">400-300-63031</a>	Sludge Hauling	80,000.00	80,000.00	10,281.40	86,394.80	-6,394.80	-7.99 %
<a href="#">400-300-63033</a>	Wastewater Flow Measurement	9,000.00	9,000.00	1,180.00	6,702.91	2,297.09	25.52 %
<a href="#">400-300-63034</a>	Utility Operations	53,500.00	53,500.00	25,620.75	41,656.77	11,843.23	22.14 %
<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	16.00	16.00	34,205.00	99.95 %
<a href="#">400-300-64003</a>	Uniforms	2,800.00	2,800.00	581.59	2,577.43	222.57	7.95 %
<a href="#">400-300-64006</a>	Fleet Acquisition	46,400.00	46,400.00	0.00	46,400.00	0.00	0.00 %
<a href="#">400-300-64008</a>	Fuel	5,000.00	5,000.00	264.75	710.01	4,289.99	85.80 %
<a href="#">400-300-64010</a>	Supplies	10,000.00	45,000.00	3,289.62	24,130.28	20,869.72	46.38 %
<a href="#">400-300-64022</a>	Chemicals	9,600.00	9,600.00	974.58	7,674.03	1,925.97	20.06 %
<a href="#">400-300-64023</a>	Equipment	123,240.00	123,240.00	362.12	123,943.03	-703.03	-0.57 %
<a href="#">400-300-65000</a>	Network/Phone	8,904.00	8,904.00	599.74	5,094.23	3,809.77	42.79 %
<a href="#">400-300-65017</a>	Electric	73,500.00	73,500.00	6,647.76	58,197.99	15,302.01	20.82 %
<a href="#">400-300-69008</a>	Land Acquisition	0.00	0.00	0.00	51,915.00	-51,915.00	0.00 %
<a href="#">400-300-70001</a>	Mileage	0.00	0.00	0.00	196.68	-196.68	0.00 %
<a href="#">400-300-70003</a>	Other Expenses	52,000.00	56,000.00	61,697.52	63,141.27	-7,141.27	-12.75 %
<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	40,745.32	204,306.59	543,193.41	72.67 %
<a href="#">400-300-72003</a>	TWDB - Special Counsel and Consul	0.00	0.00	85,761.30	188,749.41	-188,749.41	0.00 %
<a href="#">400-300-72004</a>	TWDB - Misc.	760,000.00	760,000.00	144,903.90	172,141.40	587,858.60	77.35 %
<a href="#">400-300-72005</a>	TWDB - Land Acquisition	0.00	0.00	0.00	369,659.87	-369,659.87	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>476,241.29</b>	<b>1,950,049.19</b>	<b>8,521,160.62</b>	<b>81.38%</b>
<b>Expense Total:</b>		<b>10,250,988.81</b>	<b>10,471,209.81</b>	<b>476,241.29</b>	<b>1,950,049.19</b>	<b>8,521,160.62</b>	<b>81.38%</b>
<b>Fund: 400 - Wastewater Utility Surplus (Deficit):</b>		<b>-1,301,188.03</b>	<b>-1,365,688.03</b>	<b>-279,817.14</b>	<b>-198,991.07</b>	<b>1,166,696.96</b>	<b>85.43%</b>
<b>Report Surplus (Deficit):</b>		<b>-1,301,188.03</b>	<b>-1,365,688.03</b>	<b>-279,817.14</b>	<b>-198,991.07</b>	<b>1,166,696.96</b>	<b>85.43%</b>

Budget Report

For Fiscal: 2021-2022 Period Ending: Item 8. 2

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 400 - Wastewater Utility</b>						
<b>Revenue</b>						
000 - Undesignated	134,550.60	0.00	0.00	-68,534.82	-68,534.82	0.00%
300 - Utilities	8,815,250.18	9,105,521.78	196,424.15	1,819,592.94	-7,285,928.84	80.02%
<b>Revenue Total:</b>	<b>8,949,800.78</b>	<b>9,105,521.78</b>	<b>196,424.15</b>	<b>1,751,058.12</b>	<b>-7,354,463.66</b>	<b>80.77%</b>
<b>Expense</b>						
300 - Utilities	10,250,988.81	10,471,209.81	476,241.29	1,950,049.19	8,521,160.62	81.38%
<b>Expense Total:</b>	<b>10,250,988.81</b>	<b>10,471,209.81</b>	<b>476,241.29</b>	<b>1,950,049.19</b>	<b>8,521,160.62</b>	<b>81.38%</b>
<b>Fund: 400 - Wastewater Utility Surplus (Deficit):</b>	<b>-1,301,188.03</b>	<b>-1,365,688.03</b>	<b>-279,817.14</b>	<b>-198,991.07</b>	<b>1,166,696.96</b>	<b>85.43%</b>
<b>Report Surplus (Deficit):</b>	<b>-1,301,188.03</b>	<b>-1,365,688.03</b>	<b>-279,817.14</b>	<b>-198,991.07</b>	<b>1,166,696.96</b>	<b>85.43%</b>

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
400 - Wastewater Utility	-1,301,188.03	-1,365,688.03	-279,817.14	-198,991.07	1,166,696.96
Report Surplus (Deficit):	-1,301,188.03	-1,365,688.03	-279,817.14	-198,991.07	1,166,696.96



Dripping Springs, TX

DRIPPING SPRINGS  
Texas

Item 8.  
**Budget Report**  
**Account Summary**

For Fiscal: 2021-2022 Period Ending: 06/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<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	650.00	9,485.00	-515.00	5.15 %
<a href="#">200-401-43010</a>	Stall Rental Fees	39,200.00	39,200.00	5,057.50	40,003.19	803.19	102.05 %
<a href="#">200-401-43011</a>	RV Site Rental Fees	19,000.00	19,000.00	1,055.00	27,165.00	8,165.00	142.97 %
<a href="#">200-401-43012</a>	Facility Rental Fees	135,500.00	135,500.00	6,486.25	104,943.75	-30,556.25	22.55 %
<a href="#">200-401-43013</a>	Equipment Rental Fees	5,000.00	5,000.00	50.00	1,554.38	-3,445.62	68.91 %
<a href="#">200-401-43014</a>	Staff & Miscellaneous Fees	4,000.00	4,000.00	635.00	4,125.00	125.00	103.13 %
<a href="#">200-401-43015</a>	Cleaning Fees	25,000.00	25,000.00	1,600.00	18,150.00	-6,850.00	27.40 %
<a href="#">200-401-44000</a>	Sponsorships & Donations	136,275.00	52,275.00	1,000.00	9,357.50	-42,917.50	82.10 %
<a href="#">200-401-44002</a>	Program & Event Fees	84,275.00	0.00	-331.00	1,367.00	1,367.00	0.00 %
<a href="#">200-401-44005</a>	Coyote Camp	0.00	74,925.00	-2,966.80	24,515.20	-50,409.80	67.28 %
<a href="#">200-401-44006</a>	Riding Series	0.00	84,000.00	10,295.00	57,087.54	-26,912.46	32.04 %
<a href="#">200-401-44007</a>	Miscellaneous Events	0.00	9,350.00	27,798.92	92,002.08	82,652.08	983.98 %
<a href="#">200-401-46001</a>	Other Revenues	4,000.00	4,000.00	140.00	625.00	-3,375.00	84.38 %
<a href="#">200-401-46002</a>	Interest	600.00	600.00	202.16	1,020.13	420.13	170.02 %
<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	3,114.00	17,414.00	-3,886.00	18.24 %
<a href="#">200-401-47004</a>	Transfer from Ag Facility Fund	37,065.00	37,065.00	875.00	875.00	-36,190.00	97.64 %
<a href="#">200-401-47005</a>	Transfer from HOT Fund	253,501.87	335,701.87	45,869.53	45,869.53	-289,832.34	86.34 %
<a href="#">200-401-47006</a>	Transfer for RV Parking Lot - HOT	0.00	47,800.00	47,800.00	47,800.00	0.00	0.00 %
<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>149,330.56</b>	<b>503,362.30</b>	<b>-579,354.57</b>	<b>53.51%</b>
<b>Revenue Total:</b>		<b>1,001,216.87</b>	<b>1,082,716.87</b>	<b>149,330.56</b>	<b>503,362.30</b>	<b>-579,354.57</b>	<b>53.51%</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	389.64	4,332.20	-3,332.20	-333.22 %
<a href="#">200-400-64024</a>	Ranch House Supplies	1,000.00	1,000.00	858.71	1,790.54	-790.54	-79.05 %
<b>Department: 400 - Parks &amp; Recreation Total:</b>		<b>2,000.00</b>	<b>2,000.00</b>	<b>1,248.35</b>	<b>6,122.74</b>	<b>-4,122.74</b>	<b>-206.14%</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	6,150.85	31,415.48	-31,415.48	0.00 %
<a href="#">200-401-63001</a>	Equipment Maintenance	16,000.00	16,000.00	994.47	16,881.57	-881.57	-5.51 %
<a href="#">200-401-63002</a>	Fleet Maintenance	2,500.00	2,500.00	0.00	115.14	2,384.86	95.39 %
<a href="#">200-401-63003</a>	Lawn Maintenance	0.00	0.00	3,120.00	11,070.00	-11,070.00	0.00 %
<a href="#">200-401-63004</a>	Dues, Fees & Subscriptions	9,561.94	9,561.94	2,414.63	17,512.73	-7,950.79	-83.15 %
<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	7,851.93	17,256.04	116,262.88	87.08 %
<a href="#">200-401-63024</a>	Stall Cleaning & Repair	2,000.00	2,000.00	0.00	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	0.00	2,215.07	7,784.93	77.85 %
<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	0.00	2,063.41	-2,063.41	0.00 %
<a href="#">200-401-64003</a>	Uniforms	0.00	0.00	0.00	119.98	-119.98	0.00 %
<a href="#">200-401-64004</a>	Office Furniture and Equipment	0.00	0.00	0.00	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	15,000.00	0.00	0.00 %

## Budget Report

For Fiscal: 2021-2022 Period Ending: Item 8. 2

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
<a href="#">200-401-64008</a>	Fuel	0.00	0.00	2,017.11	5,155.56	-5,155.56	0.00 %
<a href="#">200-401-64009</a>	Maintenance Equipment	0.00	0.00	-2,467.00	0.00	0.00	0.00 %
<a href="#">200-401-64010</a>	Maintenance Supplies	0.00	0.00	38.97	986.87	-986.87	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	1,607.46	15,749.60	-15,749.60	0.00 %
<a href="#">200-401-64020</a>	Building Supplies	0.00	0.00	266.61	266.61	-266.61	0.00 %
<a href="#">200-401-64021</a>	Merchandise	11,402.63	11,402.63	1,091.29	6,374.29	5,028.34	44.10 %
<a href="#">200-401-64023</a>	Equipment	26,922.00	26,922.00	0.00	501.20	26,420.80	98.14 %
<a href="#">200-401-64026</a>	Sponsorship Expenses	0.00	2,050.00	574.24	574.24	1,475.76	71.99 %
<a href="#">200-401-64027</a>	Coyote Camp	0.00	8,250.00	4,418.80	8,520.67	-270.67	-3.28 %
<a href="#">200-401-64028</a>	Riding Series	0.00	32,000.00	0.00	20,283.43	11,716.57	36.61 %
<a href="#">200-401-64029</a>	Miscellaneous Events	0.00	6,400.00	1,000.00	15,934.54	-9,534.54	-148.98 %
<a href="#">200-401-65000</a>	Network/Phone	56,304.00	56,304.00	36,651.78	40,965.32	15,338.68	27.24 %
<a href="#">200-401-65004</a>	Office Water	0.00	7,000.00	1,092.13	6,784.57	215.43	3.08 %
<a href="#">200-401-65005</a>	Water	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	70.00	600.00	5,353.40	89.92 %
<a href="#">200-401-65008</a>	Alarm	1,112.40	1,112.40	0.00	2,175.00	-1,062.60	-95.52 %
<a href="#">200-401-65017</a>	Electricity	60,000.00	60,000.00	8,069.32	60,507.06	-507.06	-0.85 %
<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	389.98	6,699.07	-4,199.07	-167.96 %
<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	561.40	5,917.67	44,082.33	88.16 %
<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	0.00	5,050.00	100.00 %
<a href="#">200-401-70013</a>	DSRP Sales Tax	0.00	0.00	0.00	1,378.61	-1,378.61	0.00 %
<a href="#">200-401-71008</a>	DSRP Improvements	0.00	364,500.00	58,622.62	62,738.22	301,761.78	82.79 %
<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>134,536.59</b>	<b>383,176.81</b>	<b>585,043.68</b>	<b>60.42%</b>
<b>Expense Total:</b>		<b>585,720.49</b>	<b>970,220.49</b>	<b>135,784.94</b>	<b>389,299.55</b>	<b>580,920.94</b>	<b>59.88%</b>
<b>Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):</b>		<b>415,496.38</b>	<b>112,496.38</b>	<b>13,545.62</b>	<b>114,062.75</b>	<b>1,566.37</b>	<b>-1.39%</b>
<b>Report Surplus (Deficit):</b>		<b>415,496.38</b>	<b>112,496.38</b>	<b>13,545.62</b>	<b>114,062.75</b>	<b>1,566.37</b>	<b>-1.39%</b>

# Budget Report

For Fiscal: 2021-2022 Period Ending: Item 8. 2

## Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 200 - Dripping Springs Ranch Park</b>						
<b>Revenue</b>						
401 - DSRP	1,001,216.87	1,082,716.87	149,330.56	503,362.30	-579,354.57	53.51%
<b>Revenue Total:</b>	<b>1,001,216.87</b>	<b>1,082,716.87</b>	<b>149,330.56</b>	<b>503,362.30</b>	<b>-579,354.57</b>	<b>53.51%</b>
<b>Expense</b>						
400 - Parks & Recreation	2,000.00	2,000.00	1,248.35	6,122.74	-4,122.74	-206.14%
401 - DSRP	583,720.49	968,220.49	134,536.59	383,176.81	585,043.68	60.42%
<b>Expense Total:</b>	<b>585,720.49</b>	<b>970,220.49</b>	<b>135,784.94</b>	<b>389,299.55</b>	<b>580,920.94</b>	<b>59.88%</b>
<b>Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):</b>	<b>415,496.38</b>	<b>112,496.38</b>	<b>13,545.62</b>	<b>114,062.75</b>	<b>1,566.37</b>	<b>-1.39%</b>
<b>Report Surplus (Deficit):</b>	<b>415,496.38</b>	<b>112,496.38</b>	<b>13,545.62</b>	<b>114,062.75</b>	<b>1,566.37</b>	<b>-1.39%</b>



Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
200 - Dripping Springs Ranch Park	415,496.38	112,496.38	13,545.62	114,062.75	1,566.37
Report Surplus (Deficit):	415,496.38	112,496.38	13,545.62	114,062.75	1,566.37



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

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**Submitted By:** Roman Baligad, Emergency Management Coordinator

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

**Agenda Item Wording:** Approval of an Addendum to the Memorandum of Understanding (MOU) between the Hays County Office of Emergency Services and the City of Dripping Springs related to Emergency Animal Sheltering at the Dripping Springs Ranch Park.

**Agenda Item Requestor:**

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**Summary/Background:** This addendum will allow for emergency sheltering of Hays County residents at Dripping Springs Ranch Park. Hays County Office of Emergency Services will be responsible for coordinating all sheltering operations.

**Commission Recommendations:** Ranch Park Board recommends approval of the addendum.  
 Emergency Management Commission recommends approval of the addendum.

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

**Attachments:** Addendum to MOU between Dripping Springs and Hays County Shelter

**Next Steps/Schedule:**



**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN HAYS  
COUNTY OFFICE OF EMERGENCY SERVICES (HAYS COUNTY) AND CITY OF  
DRIPPING SPRINGS (CODS) RELATED TO ANIMAL SHELTER AT THE DRIPPING  
SPRINGS RANCH PARK FOR  
SHORT-TERM SHELTER DURING A MANDATORY EVACUATION**

This ADDENDUM is entered into by and between the City of Dripping Springs, Texas (“Dripping Springs”) and the Hays County, Texas (“Hays County”) 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 and as an Addendum to the Memorandum of Understanding (MOU) between Hays County Office of Emergency Services and City of Dripping Springs.

**WITNESSETH:**

**WHEREAS,** the Hays County Office of Emergency Services is authorized to enter into agreements with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster; and,

**WHEREAS,** the City of Dripping Springs and the Hays County Office of Emergency Services had entered into a Memorandum of Understanding related to animal shelter services at the Dripping Spring Springs Ranch Park on or around March 2022; and

**WHEREAS,** Hays County has requested that the City of Dripping Springs accommodate evacuees with shelter needs for individuals within Hays County in addition to the provision of animal shelter services as provided in the MOU; and,

**WHEREAS,** in the event of an emergency event in the State of Texas, local, and regional infrastructure and associated resources will be quickly committed to providing the necessary treatment and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event; and,

**WHEREAS,** the City of Dripping Springs and Hays County desire to have adequate emergency response provisions in place in the event of a declared state of emergency and mandatory evacuation related to person and animal sheltering; and,

**WHEREAS**, an emergency event and/or an “Order of Mandatory Evacuation” may require that some persons in Hays County, with the exception of essential emergency personnel, immediately evacuate certain areas of the County; and,

**WHEREAS**, Dripping Springs intends to provide short-term shelter for these Texas residents subject to the terms and conditions as specified in this Addendum to the MOU; and,

**WHEREAS**, pursuant to the Act, Hays County is authorized to contract with eligible entities to perform government functions and homeland security services; and,

**WHEREAS**, Dripping Springs is an eligible entity under the Act and desires to contract with the Hays County on the terms described herein; and,

**WHEREAS**, in accordance with the Act, Hays County and Dripping Springs recognize that any payments for the performance of governmental functions or services are from available current revenues and the parties mutually agree to seek Federal Emergency Management Agency (FEMA) and State direct reimbursement for the shelter operations; and,

**WHEREAS**, the parties agree that the respective rights, duties, and obligations, regarding this joint project are as specified in this Addendum to the MOU; now therefore,

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

## **I. STATEMENT OF RESPONSIBILITIES**

### **A. HAYS COUNTY:**

Hays County shall be responsible for coordinating the need for shelter operations and assisting with any needed transportation to and from Dripping Springs Ranch Park during a mandatory evacuation or related need for shelter.

Sheltered individuals will have the opportunity to bring pets subject to certain conditions, Hays County will use its best efforts to require and/or provide animal carriers and animal supplies.

Hays County shall be responsible for collecting data and identifying individuals who seek shelter, including those individuals with medical needs. The parties anticipate that the individuals with medical needs will constitute less than ten percent of the evacuees/individuals to be sheltered.

Hays County will not transport for sheltering under this Agreement individuals requiring extensive medical oversight or individuals receiving care in an institutional setting.

Within 60 days of the execution of this Addendum, and by April 1 of each year in which this Addendum is in effect, Hays County will use its best effort to provide Dripping Springs a numerical summary of persons expected to be sheltered under this Addendum for the purpose of

pre-planning only. The summary shall show the categories of evacuees (e.g., general population, city personnel and family, medical caretakers, medical needs evacuees, etc.), the number in each category and residential origin.

Hays County will use its best efforts to educate all residents seeking shelter to bring bedding, toiletries, prescription medication, and necessary mobility devices.

Hays County agrees to cooperate with Dripping Springs in the process of seeking FEMA and State direct reimbursement for the services provided under this Addendum.

## **B. CITY OF DRIPPING SPRINGS:**

Dripping Springs shall provide short-term shelter, to not exceed seven (7) calendar days, a maximum of 200 Hays County, Brazoria County, or other Texas residents requiring shelter as requested by Hays County. Hays County will operate the shelter facilities and arrange for mass feeding and other appropriate support, either directly or through other entities as described in the shelter hub plan. Dripping Springs Ranch Park reserves the right to determine the number and location of shelter facilities.

Dripping Springs will use its best efforts to provide medical shelters and necessary care for individuals who require medical support services.

Dripping Springs will coordinate and provide shelter and necessary care including supplies for all transported pets. Dripping Springs will use its best efforts to locate animal shelters next to evacuation shelters.

Dripping Springs may provide certain services and resources delineated in this Addendum through cooperating entities as described in the Shelter Hub Plan,

## **II. COSTS**

Hays County and **Dripping Springs shall be solely responsible for the planning, support, and all aspects** of the operation of the services respectively performed by each one and contemplated by this Addendum, including all legal and financial obligations without limitation including those of their employees and agents. Each Party agrees to cooperate in the process of seeking FEMA and State direct reimbursement for the services provided under this Addendum. In the event neither FEMA nor the State reimburses Dripping Springs for operation of the shelters, Dripping Springs agrees that any payment for the performance of services detailed in this Addendum shall be made from current revenues available. All expenses incurred by the City of Dripping Springs will be reimbursed by Hays County. All expenditures will be recorded and will be provided to Hays County.

## **III. MANAGEMENT OF SERVICES**

Hays County will use its best efforts to provide Dripping Springs sufficient advance notice of the Hays County intent to declare a mandatory evacuation or other order that requires use of the Dripping Springs Ranch Park for shelter. The Hays County Judge or designee shall be responsible

for communicating its intent to implement this Addendum. Hays County will provide Dripping Springs timely notice of the number of individuals to be sheltered and the estimated time of arrival.

The Parties will adopt procedures by which the Parties will communicate, coordinate, and implement actions and responsibilities relating to the performance of this Addendum. The Parties agree to conduct an annual evaluation of the procedures so that a more efficient and effective operation may be achieved.

In the event that extraordinary or major modifications to the terms of this Addendum are necessary during the performance of this Addendum, direct Communications shall be undertaken between the Hays County Judge and the Mayor of the City of Dripping Springs to establish the modifications. Minor or routine modifications shall be accomplished through the designated emergency management personnel.

#### **IV. TERM OF ADDENDUM**

The term of this Addendum runs concurrently with the Memorandum of Understanding.

#### **V. LIABILITY; NO WAIVER OF IMMUNITY**

To the extent authorized by the Constitution and laws of the State of Texas, the Parties agree that each shall be responsible for its own actions and those of its members pursuant to and within the scope of this Addendum or amendment thereto. It is expressly understood and agreed by the Parties that neither shall be held liable for the actions of the other Party or any of the other Party's members while in any manner furnishing services hereunder, Each party to this Addendum expressly waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Addendum, not due to the negligence, fraud, or illegal conduct of the other party.

It is expressly understood and agreed that under this Addendum neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

In providing services under this Addendum, Dripping Springs is furnishing homeland security services and shall not be responsible for any civil liability arising from the furnishing of the services as provided by Section 421.062 of the Government Code.

#### **VI. MUTUAL AGREEMENTS**

**A. Entire Agreement.** This Addendum with the MOU sets forth the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, representations, proposals, offers, and oral or written communications of any nature are entirely superseded hereby and extinguished by the execution of this Addendum. No modification or, or waiver of any right under, this Addendum will be effective unless it is evidenced in a writing executed by an authorized representative of each party to this Addendum.



**B. Severability.** The phrases, clauses, sentences, paragraphs or section of this Addendum are severable and, if any phrase, clause, sentence, paragraph, or section of this Addendum should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Addendum.

**C. State Law and Venue Determination.** This Addendum shall be subject to and governed under the laws of the State of Texas. All Local, State and Federal laws shall supersede any provisions made in this Addendum. Any provision so effected will not negate the rest of the Addendum.

The parties agree that venue for purposes of any and all lawsuits, causes of action, arbitrations, or other disputes arising from the Dripping Springs shelter shall be in Hays County, Texas.

**D. Paragraph Readings.** The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Addendum are for convenience only and shall in no way define, limit, or describe the scope or intent of this Addendum or any part of it.

**E. Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understand each provision, term, and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.

**F. Assignment.** Neither party may assign this Addendum without the prior written consent of the other party.

This Addendum and its accompanying MOU shall be administered by the appropriate persons, on behalf of the City of Dripping Springs and the Hays County, as appointed by them to perform such duties. Each party paying for the performance of governmental functions or services under this Addendum agrees that it will make those payments from current revenues available to the paying party and represents that there are sufficient current revenues to make such payments. The Parties mutually agree to seek Federal Emergency Management Agency (FEMA) and State direct reimbursement for the transportation and shelter operations.

**HAYS COUNTY, TEXAS:**

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Mike Jones  
Director of Emergency Services

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Date Signed

**CITY OF DRIPPING SPRINGS:**

---

Bill Foulds, Jr.  
Mayor

---

Date Signed

**ATTEST:**

---

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:** July 19, 2022

**Agenda Item Wording:** **Approval of the reappointment of Marianne Simmons, Nikki Dahlin, and Janet Musgrove to the Farmers Market Committee for terms ending June 30, 2024.**

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

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**Summary/Background:** **FMC Member Responsibilities**  
**Section 6.05.002:** The purpose of the Dripping Springs Farmers Market Committee (the “committee”) is to: fulfill the mission of the market; provide oversight of the market in order to make recommendations related to the market; and serve as an advisory body for the city council.

**Section 6.05.006:** The committee is advisory only. They have no authority to make decisions binding on the city. The authority of the committee will include: to make recommendations to the city council regarding market operations; to evaluate the market to identify means of making improvements; to make recommendations related to the drafting and implementation of all rules and procedures for the market to the city council; to assist city staff with the operations of the market, in addition to preparations and post-event recovery of the site; to make recommendations to city council regarding budget for the farmers market and expenditures related to appropriated funds; to perform other duties as established in the rules and regulations for market operations, as enacted by the city council; the committee's work and work product will be subject to the Public Information Act, Texas Government Code chapter 552.

**Member Selection**

**Section 6.05.005(c):** Every year, city staff will prepare a slate of nominees for city council consideration. Committee members shall be appointed by majority vote of the city council. Committee members may be residents or business owners in the city limits or ETJ or within 150 miles of the city limits. At least two committee members must be market vendors of which one shall be an agricultural producer. Although not strictly required, preference for committee membership shall be given to persons who raise, grow, or make food products, or artists who make crafts from agricultural products.

**Membership Requirements**

Resident or business owner located in the city limits or ETJ, or within 150 miles of the city limits. At least two members must be market vendors

**Officer Appointments**

The chair shall be appointed by the city council from among the membership. A vice-chair shall be selected by the committee members. In the absence of the chair or vice-chair, the remaining committee members may select a person among themselves to preside over a meeting. There are no officer appointments for the committee at this time.

**Membership**

The committee shall have eight members who shall serve two-year terms. Members may be reappointed with no limitation on the number of terms one member may serve.

**Current Members**

<b>Member</b>	<b>Term</b>	<b>Residency</b>	<b>Market Vendor</b>
Gouir Johannsen	06/20/23	ETJ	
<b>Marianne Simmons</b>	<b>06/30/22</b>	<b>ETJ</b>	<b>Market Vendor – Agriculture</b>
Teresa Strube	06/30/23	ETJ	
<b>Nikki Dahlin</b>	<b>06/20/22</b>	<b>City</b>	
Claudia Oney	06/30/23	150 mi	
<b>Janet Musgrove</b>	<b>06/30/22</b>	<b>City</b>	
Erika Fritz	06/30/23	ETJ	Market Vendor – Food
<b>Vacancy 1</b>	<b>06/30/22</b>		

**Vacancies and Applicants**

There are three (3) members with terms that expire June 30, 2022, and one (1) current vacancy. There is no chair appointment at this time.

Applications for appointment were due May 31, 2022, and were reviewed for required qualifications. Applicants not qualified were notified on June 6, 2022. Two (2) applications were submitted; however, one applicant withdrew due to relocation and the other declined to interview.

**Commission Chair  
Recommendations:**

Chair Gouri Johannsen recommends the reappointment of Marianne Simmons, Nikki Dahlin, and Janet Musgrove for terms ending June 30, 2024.

**Recommended  
Council Actions:**

Staff recommends approval of appointments as recommended by Chair Gouri Johannsen.

**Attachments:**

1. Reappointment Requests

**Next Steps/Schedule:**

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



**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:** July 19, 2022

**Agenda Item Wording:** **Approval of the Appointment of Sharon Hamilton and Jimmy Brown to the Transportation Committee for terms ending June 30, 2024; and the Appointment of Doug Crosson as the Planning & Zoning Commission Representative for an unexpired term ending June 30, 2023.**

**Agenda Item Requestor:** Gouri Johannsen, Farmers Market Committee Chair

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

**Section 2.04.157 (a):** The committee is responsible for organizing an inclusive process for assessing community needs and priorities in an orderly fashion and providing the council with guidance via a proposed transportation master plan that reflects the skills, creativity, vision, and cooperation of the committee, its members, and any advisors.

**Member Selection**

**Section 2.04.155 (c):** Every two years on even years starting in June 2014, city staff will prepare a slate of nominees for city council consideration. The slate will include nominees including but not limited to those with a background and experience in civil engineering, land/transportation planning, real estate/development, business ownership, and alternative mobility. The slate will only include individuals that city staff has contacted and who have expressed an interest and availability to serve. Potential nominees may express interest in the committee by contacting the city secretary in writing.

**Membership Requirements**

Resident of City or ETJ, at least one public member must be a city resident.

**Officer Appointments**

**Section 2.04.155 (a):** The committee will have eight voting members, one of whom will be the committee chair appointed by the city council. A vice-chair will be selected by the chair and approved by a majority of the transportation committee members. The vice-chair will serve as the chair in the absence of the chair.

### **Membership**

The Commission shall consist of eight voting members, four of which are municipal members (MM), and three public members (PM).

#### **Municipal Members**

- 1 – City Council Member
- 1 – Planning & Zoning Commission member
- 1 – Public Works Coordinator / Director
- 1 – City Engineer

#### **Public Members**

- 1 – At-large city resident
- 2 – At-large city or ETJ resident

### **Current Committee**

<i><b>Member</b></i>	<i><b>Term</b></i>	<i><b>City/ETJ</b></i>	<i><b>Background</b></i>
Travis Crow, Chair	06/30/23	City	City Council Member
<b>Barrett Criswell</b>	<b>06/30/22</b>	<b>ETJ</b>	<b>Sales (At-Large)</b>
<b>Sharon Hamilton</b>	<b>06/30/22</b>	<b>EJT</b>	<b>Engineering (At-Large)</b>
John Pettit	06/30/23	City	Real Estate (At-Large)
<b>Jim Martin</b>	<b>06/30/23</b>	<b>ETJ</b>	<b>P&amp;Z Representative</b>
Chad Gilpin	NA		City Engineer
Aaron Reed	NA		Public Works Director
Ben Sorrell	NA		Advisory Member

### **Vacancies and Applicants**

There are two members with terms that expire June 30, 2022, with Jim Martin stepping down from the Planning & Zoning Commission and Barrett Criswell resigning from the Committee.

Applications for appointment/reappointment were due May 31, 2022. And were reviewed for required qualifications, applicants not qualified were notified on June 6, 2022.

The City received one application and one request for reappointment from Sharon Hamilton.



<b>Committee Recommendation:</b>	Chair Travis Crow and Council Member Geoffrey Tahuahua interviewed Jimmy Brown and have recommended his appointment as well as the reappointment of Sharon Hamilton.
<b>Recommended Council Actions:</b>	Staff recommends the appointment of Jimmy Brown and Sharon Hamilton for terms ending June 30, 2024 and the appointment of Doug Crosson as the Planning & Zoning Commission Representative for an unexpired term ending June 30, 2023.
<b>Attachments:</b>	<ol style="list-style-type: none"><li>1. Application for Appointment</li><li>2. Request for Reappointment</li><li>3. Resignation</li></ol>
<b>Next Steps/Schedule:</b>	<ol style="list-style-type: none"><li>1. Notify applicants of Council decision – welcome letters and denial letters</li><li>2. Update website and master roster</li><li>3. Notify commission of appointments and send updated roster</li><li>4. Send calendar invite to appointees</li></ol>

**From:** [Barrett Criswell](#)  
**To:** [Andrea Cunningham](#)  
**Subject:** Re: TC Seat Expirations  
**Date:** Monday, May 23, 2022 8:08:15 AM  
**Attachments:** [image001.png](#)

---

Hello Andrea,  
Sorry for the delayed response. I had to give this some consideration. So after much consideration, I have decided not to re-apply.

While I am very interested and willing, I believe there is a more qualified person to fill the position.

Thank you,  
Barrett Criswell

On Thu, Apr 28, 2022 at 12:29 PM Andrea Cunningham  
<[acunningham@cityofdrippingsprings.com](mailto:acunningham@cityofdrippingsprings.com)> wrote:

Good Afternoon,

This is a friendly reminder that your seat on the Transportation Committee will term on June 30, 2022. Please let me know if you would like to be considered for reappointment no later than May 27, 2022.

Thank you,  
Andrea



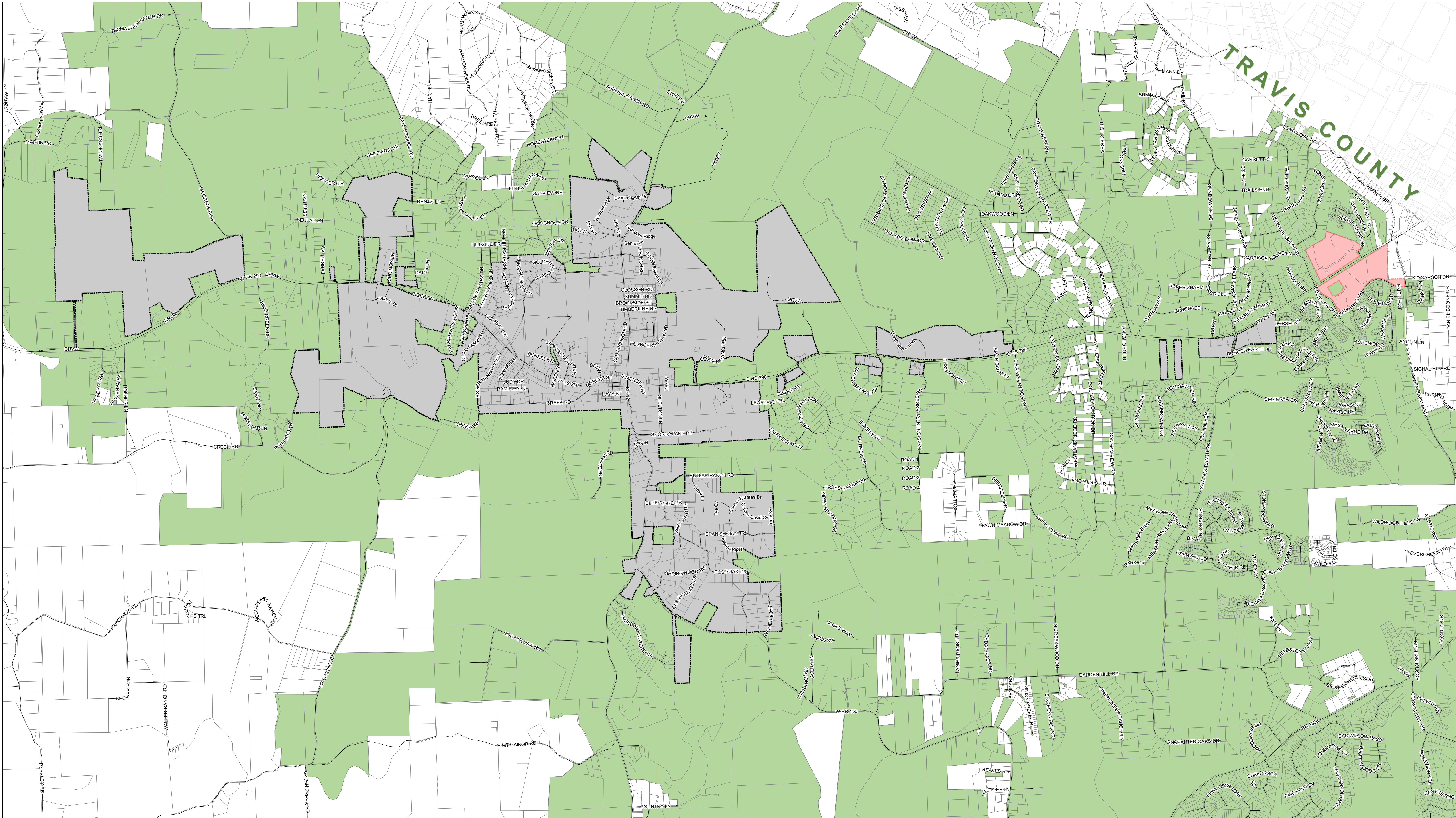
**Andrea Cunningham**  
City Secretary &  
Municipal Court Clerk

[acunningham@cityofdrippingsprings.com](mailto:acunningham@cityofdrippingsprings.com)  
512.858.4725 City Hall

511 Mercer Street • PO Box 384  
Dripping Springs, TX 78620

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





This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-ground survey and represents only the approximate relative location of property boundaries.

- Travis\_Co\_Parcel2016 selection
- Streets
- Lots/Tracts
- ETJ
- City Limits**
- Full Purpose
- Limited Purpose

## City of Dripping Springs Corporate Limits July 19, 2022

1:24,000



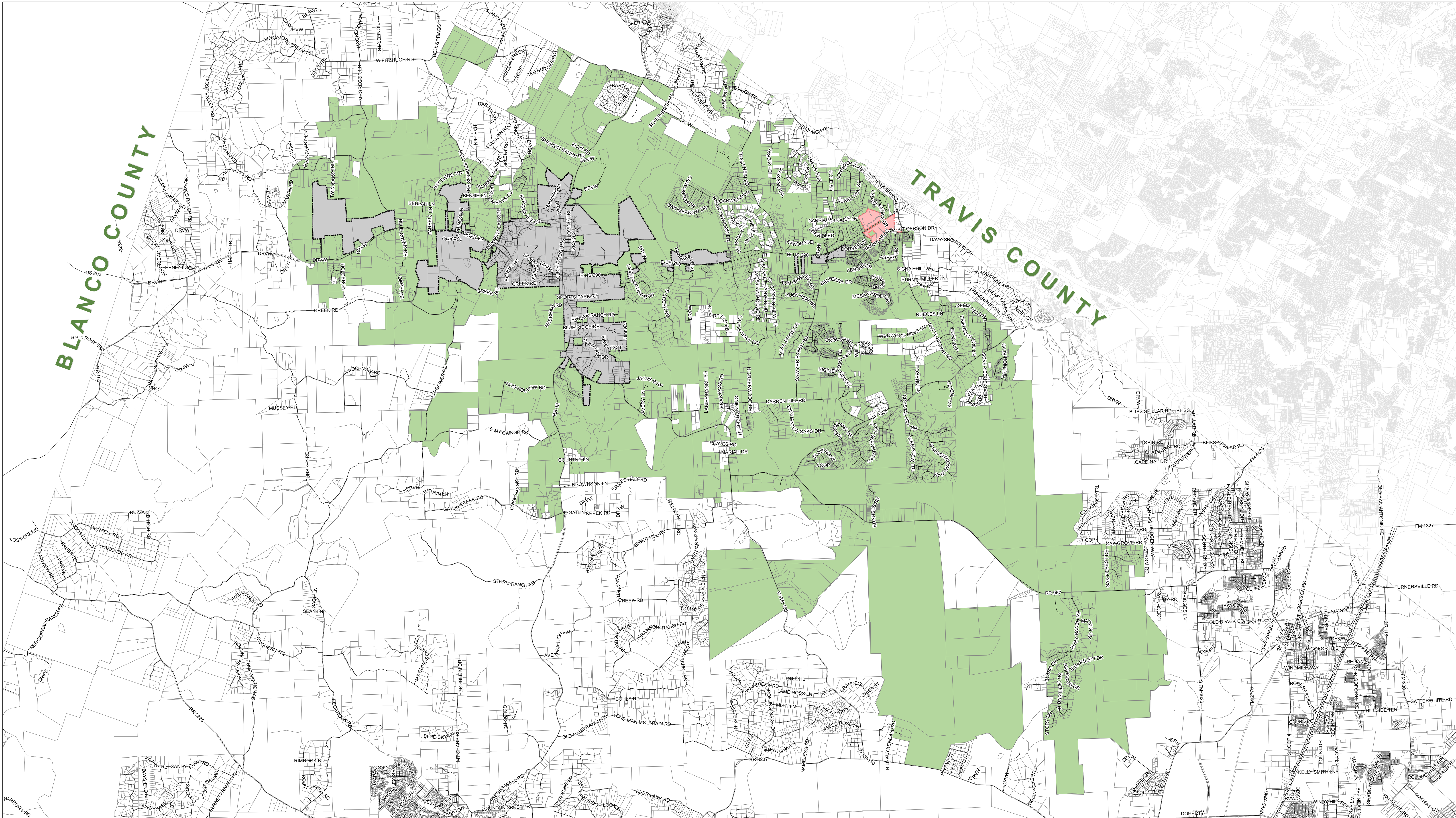
0 0.5 1 2 3 Miles

This is to certify that this is the official City Limits Map of the City of Dripping Springs, Texas, accepted by Ordinance No. \_\_\_\_\_ by the City Council of the City of Dripping Springs on July 19, 2022.

Signed: \_\_\_\_\_

Attest: \_\_\_\_\_

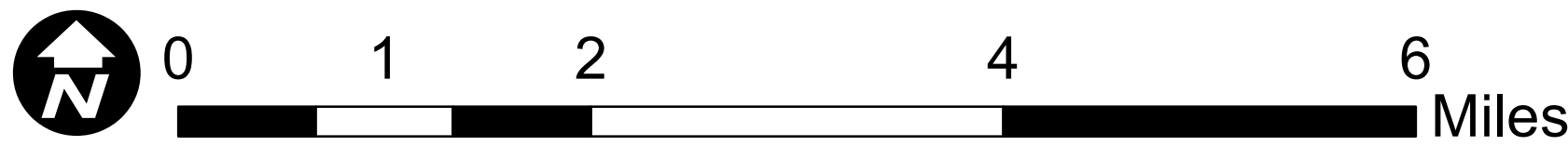




This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-ground survey and represents only the approximate relative location of property boundaries.

## City of Dripping Springs Extraterritorial Jurisdiction July 19, 2022

1:55,000



This is to certify that this is the official Extraterritorial Jurisdiction Map of the City of Dripping Springs, Texas, accepted by Ordinance No. \_\_\_\_\_ by the City Council of the City of Dripping Springs on July 19, 2022.

Signed: \_\_\_\_\_

Attest: \_\_\_\_\_



## CITY OF DRIPPING SPRINGS

### ORDINANCE No. 2022-\_\_\_\_

AN ORDINANCE ADOPTING THE OFFICIAL CITY MAP OF INCORPORATED MUNICIPAL BOUNDARIES (CITY LIMITS) AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS; REQUESTING THAT A COPY OF THE MAP BE FILED IN THE OFFICE OF THE CITY SECRETARY; PROVIDING FOR: FINDINGS OF FACT, AN EFFECTIVE DATE, SEVERABILITY, REPEALER, AND PROPER NOTICE AND MEETING.

**WHEREAS,** the City Council of the City of Dripping Springs (City Council) desires to adopt the Official City Map to reflect the City Limits and Extraterritorial Jurisdiction as shown in *Attachment "A"*; and

**WHEREAS,** Section 41.001 of the Texas Local Government Code requires the City to maintain an official city map; and

**WHEREAS,** the City Council desires to have a copy of the Official City Map filed in the Office of the City Secretary.

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

#### I. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

#### II. OFFICIAL CITY MAP

The Official City Map is hereby updated so to read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes including the City Limits and Extraterritorial Jurisdiction. A copy of the Official City Map adopted by this Ordinance shall be filed in the Office of the City Secretary.

#### III. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable. If any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or *ultra vires* by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

#### **IV. REPEALER**

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

#### **V. PROPER NOTICE AND MEETING**

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

#### **VI. EFFECTIVE DATE**

This map becomes the official city map on the date of approval of this ordinance.

**PASSED AND APPROVED, this the 19<sup>th</sup> day of July 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

**Attachment “A”**  
**Official City Map**





**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:** July 19, 2022

**Agenda Item Wording:** **Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Driftwood Subdivision Phase 1 Section 2 Water and Wastewater Improvements**

**Agenda Item Requestor:**

---

**Summary/Background:** Jimmy Evans Company has completed Water and Wastewater Improvements for Driftwood Subdivision Phase 1 Section 2. City staff has inspected the project throughout all stages of construction. The City Engineer has completed a final inspection and the Design Engineer has provided concurrence. All improvements have been built per plan.

**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”),  
ACCEPTING WATER AND WASTEWATER IMPROVEMENTS AND  
APPROVING AND ACCEPTING A MAINTENANCE BOND FOR  
DRIFTWOOD SUBDIVISION PHASE 1 SECTION 2, PROVIDING FOR  
EFFECTIVE DATE; AND PROPER NOTICE & MEETING

**WHEREAS,** Jimmy Evans Company, Ltd. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected the water and wastewater improvements (“Improvements”) for Driftwood Subdivision Phase 1 Section 2; and

**WHEREAS,** the City desires to accept as being complete in accordance with applicable development the Improvements at Driftwood Subdivision Phase 1 Section 2; and

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

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

**WHEREAS,** substantial completion of the Work was verified by engineer letter (Attachment “B”) as of July 8, 2022, and the maintenance bond period of Two (2) Years begins on the date of acceptance; and

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

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

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

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The City Council hereby accepts the Water and Wastewater Improvements in the Driftwood Subdivision Phase 1 Section 2.
3. The City Council hereby approves and accepts the Contractor's proposed Maintenance Bond No. 4454055, from SureTec Insurance Company ("Insurer"), included and attached herein (Attachment "A").
4. Conditioned upon the fiscal guarantee for maintenance from the Contractor and the Insurer, the City shall assume responsibility for the repair, maintenance, and regulation of the Improvements for the benefit of the public.
5. The City Council hereby authorizes the Mayor or the Mayor's designee to execute any documentation on the City's behalf necessary to effectuate the intent and purpose of this Resolution.
6. This Resolution shall take effect immediately upon passage.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

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

**CITY OF DRIPPING SPRINGS:**

---

Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary

*Attachment “A”*

Maintenance Bond No. 4454055: Jimmy Evans Company, Ltd. and SureTec Insurance Company



CONSULTING. ENGINEERING. CONSTRUCTION.

July 8<sup>th</sup>, 2022

Mr. Aaron Reed, P.E.  
Public Works Director  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, Texas 78620

**RE: Engineer's Concurrence Letter  
Driftwood Subdivision Phase 1 Section 2**

Dear Aaron:

I, the undersigned professional engineer, have made a final visual inspection of the Driftwood Subdivision Phase 1 Section 2 construction project. Furthermore, I have walked the project with the contractor, Jimmy Evans Company. I, and other Atwell, LLC staff members, have also visited the project site during construction and observed that the planned infrastructure, including utilities and various site improvements, were constructed in accordance with the approved plans, with insignificant deviations.

Furthermore, it is my understanding that the punch list items have been addressed to the satisfaction of the City of Dripping Springs. I, therefore, verify the adequate completion of the project.

If you have any questions regarding this project, please contact me by phone at (512) 293-1983, or by email at [cschedler@atwell-group.com](mailto:cschedler@atwell-group.com).

Respectfully,  
**ATWELL, LLC**  
TBPE Firm No. 12242

Chris Schedler, P.E.  
Construction Project Manager



## SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300  
Houston, TX 77042  
713-812-0800

**Bond No. 4454055**

### MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we Jimmy Evans Company, Ltd. as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Dripping Springs as Obligee, in the penal sum of One Million Seven Hundred Two Thousand Seven Hundred Ninety Three and 27/100's (\$1,702,793.27) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Driftwood Subdivision Phase I, Section II.

**WHEREAS**, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

**NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH** that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year (s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor

any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

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

**SIGNED, SEALED AND DATED THIS 8th day of July, 2022.**

Jimmy Evans Company, Ltd.

Principal

By: 

SureTec Insurance Company

By: 

Brad Ballew, Attorney-in-Fact



POAH 4221356

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

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 their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel 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 SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of November, 2020.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

By:

Robin Russo, Senior Vice President

Commonwealth of Virginia  
County of Henrico SS:

On this 18th day of November, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies 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 Henrico, the day and year first above written.



By:

Donna Donavant, Notary Public  
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company 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, we have hereunto set our hands, and affixed the Seals of said Companies, on the 8th day of July, 2022.

SureTec Insurance Company

By:

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:

Richard R. Grinnan, Vice President and Secretary

# **SureTec Insurance Company**

## **THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

### **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.state.tx.us>  
Email: ConsumerProtection@tdi.texas.gov

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

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**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:** July 19, 2022

**Agenda Item Wording:** **Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Driftwood Ranch Phase 1 Water and Wastewater Improvements and Releasing a Construction Bond**

**Agenda Item Requestor:**

---

**Summary/Background:** Jimmy Evans Company has completed Water and Wastewater Improvements for Driftwood Ranch Phase 1. City staff has inspected the project throughout all stages of construction. The City Engineer has completed a final inspection and the Design Engineer has provided concurrence. All improvements have been built per plan.

**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”),  
ACCEPTING IMPROVEMENTS AS COMPLETE AND APPROVING AND  
ACCEPTING A MAINTENANCE BOND FOR DRIFTWOOD RANCH  
SUBDIVISION PHASE 1 WATER AND WASTEWATER IMPROVEMENTS  
AND RELEASING A CONSTRUCTION BOND, PROVIDING FOR  
EFFECTIVE DATE; AND PROPER NOTICE & MEETING

**WHEREAS,** Jimmy Evans Company, Ltd. (“Contractor”) recently completed, and the City Engineer for the City of Dripping Springs has inspected, Driftwood Ranch Subdivision Phase 1 Water and Wastewater (“Improvements”) for the City of Drippings Springs; and

**WHEREAS,** the City desires to accept as being complete in accordance with applicable development the Improvements in Driftwood Ranch Subdivision Phase 1; and

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

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

**WHEREAS,** substantial completion of the Work was verified by engineer letter (Attachment “B”) as of July8, 2022 and the maintenance bond period of Two (2) Years begins on the date of acceptance; and

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

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

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

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

2. The City Council hereby accepts the Water and Wastewater Improvements at the Driftwood Subdivision Phase 1 Section 2 as complete.
3. The City Council hereby approves and accepts the Contractor's proposed Maintenance Bonds No. 4454056, from SureTec Insurance Company ("Insurer"), included and attached herein (Attachment "A").
4. The City Council hereby releases the Contractor's Construction Bond No. 7000000157. Bond.
5. The City Council hereby authorizes the Mayor or the Mayor's designee to execute any documentation on the City's behalf necessary to effectuate the intent and purpose of this Resolution.
6. This Resolution shall take effect immediately upon passage.
7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

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

**CITY OF DRIPPING SPRINGS:**

---

Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary

*Attachment "A"*

**Maintenance Bond No. 4454056: Jimmy Evans Company Ltd.,  
and Suretec Insurance Company**



CONSULTING. ENGINEERING. CONSTRUCTION.

July 8<sup>th</sup>, 2022

Mr. Aaron Reed, P.E.  
Public Works Director  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, Texas 78620

**RE: Engineer's Concurrence Letter  
Driftwood Golf & Ranch Club Phase 1**

Dear Aaron:

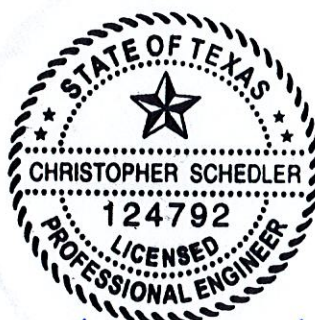
I, the undersigned professional engineer, have made a final visual inspection of the Driftwood Golf & Ranch Club Phase 1 construction project. Furthermore, I have walked the project with the contractor, Jimmy Evans Company. I, and other Atwell, LLC staff members, have also visited the project site during construction and observed that the planned infrastructure, including the associated wet well, utilities, and various site improvements, were constructed in accordance with the approved plans, with insignificant deviations. Lift station improvements will be submitted at a future date with subsequent site development plan.

Furthermore, it is my understanding that the punch list items have been addressed to the satisfaction of the City of Dripping Springs. I, therefore, verify the adequate completion of the project.

If you have any questions regarding this project, please contact me by phone at (512) 293-1983, or by email at [cschedler@atwell-group.com](mailto:cschedler@atwell-group.com).

Respectfully,  
ATWELL, LLC  
TBPE Firm No. 12242

Chris Schedler, P.E.  
Construction Project Manager



*Chris Schedler*  
7.11.22





## SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300  
Houston, TX 77042  
713-812-0800

**Bond No. 4454056**

### MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we Jimmy Evans Company, Ltd. as Principal, and SureTec Insurance Company, a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto City of Dripping Springs as Obligee, in the penal sum of Six Million Seven Hundred Seventy Three Thousand Five Hundred Seventy and 10/100s (\$6,773,570.10) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: Driftwood Golf & Ranch Club Ph. 1.

**WHEREAS**, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two (2) year (s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

**NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH** that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two (2) year (s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor

any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

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

**SIGNED, SEALED AND DATED THIS 11th day of July, 2022.**

Jimmy Evans Company, Ltd.

Principal

By: 

SureTec Insurance Company

By: 

Brad Ballew, Attorney-in-Fact

POA# 4221356

## JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

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 their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel 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 SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of November, 2020.

SureTec Insurance Company

By:

Michael C. Keimig, President



Markel Insurance Company

By:

Robin Russo, Senior Vice President

Commonwealth of Virginia  
County of Henrico SS:

On this 18th day of November, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies 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 Henrico, the day and year first above written.



By:

Donna Donavant, Notary Public  
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, 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, we have hereunto set our hands, and affixed the Seals of said Companies, on the 11th day of July, 2022.

SureTec Insurance Company

By:

M. Brent Beatty, Assistant Secretary

Markel Insurance Company

By:

Richard R. Grinnan, Vice President and Secretary

# **SureTec Insurance Company**

## **THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION**

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SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.state.tx.us>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

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

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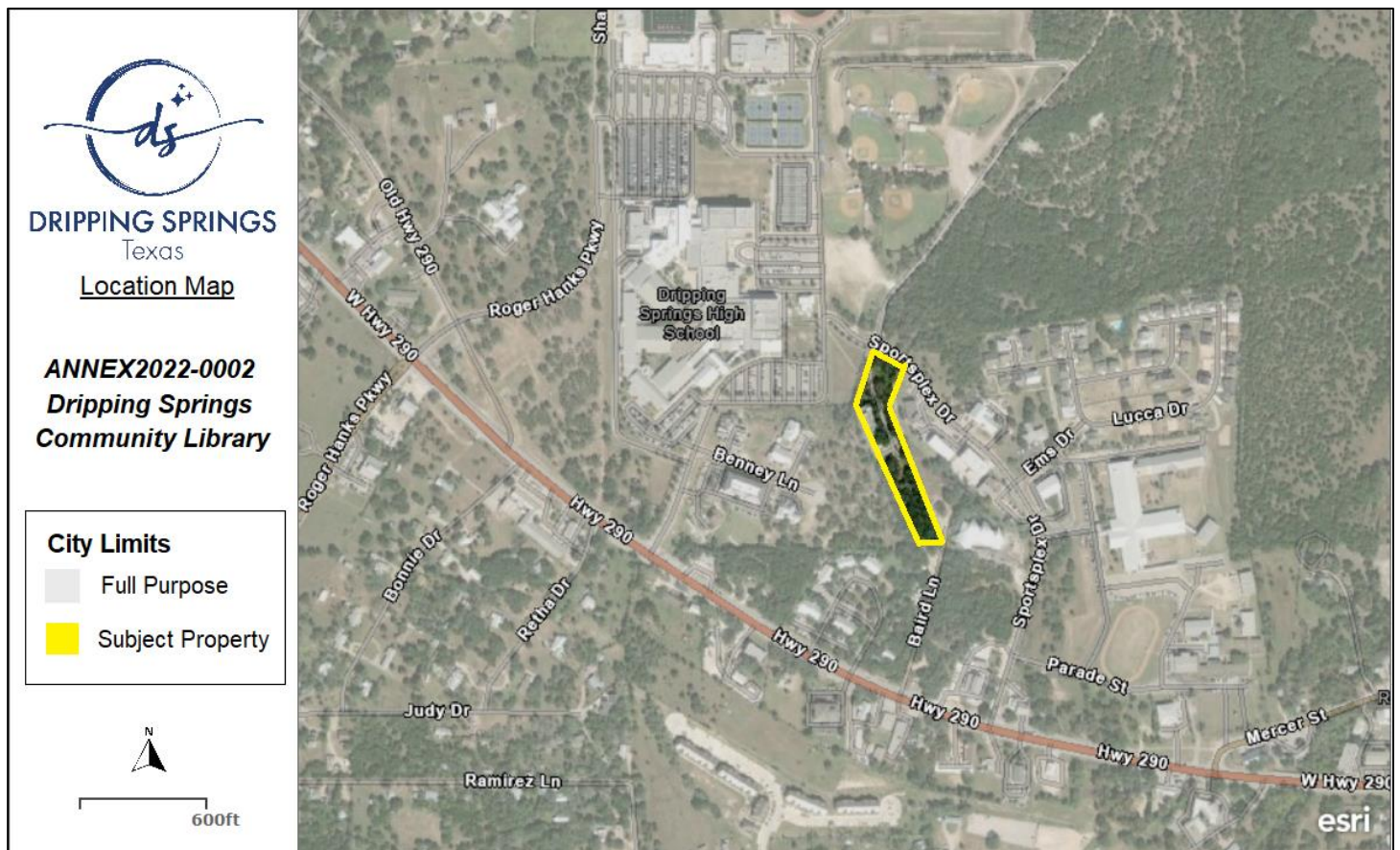
## City Council Planning Department Staff Report

Item 15.

**City Council Meeting:** July 19, 2021  
**Project No:** ANNEX2022-0001  
**Project Planner:** Warlan Rivera, Planning Assistant

### Item Details

**Project Name:** Dripping Springs Community Library Annexation  
**Property Location:** 501 Sportsplex Drive  
**Legal Description:** ABS 415 PHILIP A SMITH SURVEY 3.209 AC EXEMPT 1/1/98  
**Applicant:** Bob Richardson, FASLA  
**Property Owners:** Dripping Springs Community Library  
**Request:** Request for voluntary annexation and to begin negotiations regarding a service agreement.



## Overview

The applicant requests annexation of approximately 3.21 acres into the City Limits to begin the process of the new Dripping Springs Community Library.

The applicant also proposes to rezone the site to CS, Commercial Services which may be considered at the meetings outlined below.

## Proposed Annexation and Zoning Schedule

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

August 23, 2022 – The Planning & Zoning Commission will conduct a public hearing and consider the proposed zoning designation of CS.

September 6, 2022 – City Council will hold a public hearing, consider an annexation ordinance, and consider the municipal services agreement for annexation of the property.

September 6, 2022 – If annexation is approved, City Council will conduct a public hearing and consider the proposed zoning designation of CS.

## 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 if the City Council votes to accept the petition for annexation.

## Annexation Benefits & Detriments

### Benefits to the City for Annexation:

- Landscaping Ordinance Applies
- Lighting Ordinance Applies
- Land Use Control
- Compliance with Building Codes

### Detriments to the City for Annexation

- Properties in the corporate limits are afforded an increase in impervious cover (70% vs 35%)

### ETJ Annexation Comparison

	ETJ	City Limits (CS)
<b>Impervious Cover</b>	35%	70%
<b>Landscaping</b>	Does not apply	Applies
<b>Lighting Ordinance</b>	Does not apply (unless variance requested)	Applies
<b>Land Use Control</b>	None	Limited to Commercial Services

## Attachments

Exhibit 1: Annexation Request

Exhibit 2: Property Survey

## Planning Department Staff Report

Item 15.

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





City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

## ANNEXATION APPLICATION

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

### CONTACT INFORMATION

PROPERTY OWNER NAME Dripping Springs Community Library (Bob Richardson, V.P. Board of Directors)STREET ADDRESS 501 Sportsplex DriveCITY Dripping Springs STATE TX ZIP CODE 78620PHONE 512-858-7825 EMAIL bob.richardson@dscl.orgAPPLICANT NAME Bob Richardson (V.P. Board of Directors)COMPANY Dripping Springs Community LibrarySTREET ADDRESS 501 Sportsplex DriveCITY Dripping Springs STATE Texas ZIP CODE 78620PHONE 512-750-4921 EMAIL bob.richardson@dscl.org

### TYPE OF ANNEXATION APPLICATION

☐ PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 43.0671).

☐ VOTERS-LESS THAN 200 POPULATION-AT LEAST 50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE 43.0681)

☐ DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)

PROPERTY INFORMATION	
PROPERTY OWNER NAME	Dripping Springs Community Library
PROPERTY ADDRESS	501 Sportsplex Drive
CURRENT LEGAL DESCRIPTION	See enclosed deed
TAX ID#	R62269
CURRENT LAND USE	Library
REQUESTED ZONING	CS Commercial Services
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	The Library property is the only property in the area not in the city limits; the adjacent properties are zoned commercial services. The Library would like city services.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	Current use is Community Library; proposed uses may include library services or be converted to office/commercial when a new Library is built on adjacent land, owned by the Library.

**APPLICANT'S SIGNATURE**

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Bob Richardson 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. 1140, Pg. 285.)

BOB RICHARDSON

Name

VICE PRESIDENT

Title

STATE OF TEXAS §

§

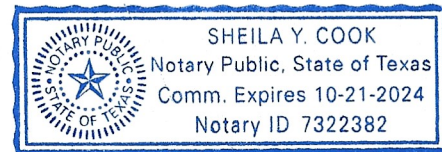
COUNTY OF HAYS §

This instrument was acknowledged before me on the 20 day of April, 2022 by Sheila Y. Cook <sup>Say</sup> Bob Richardson

Sheila Y. Cook  
Notary Public, State of Texas

My Commission Expires: 10/21/2024

Bob Richardson  
Name of Applicant





## ANNEXATION APPLICATION 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

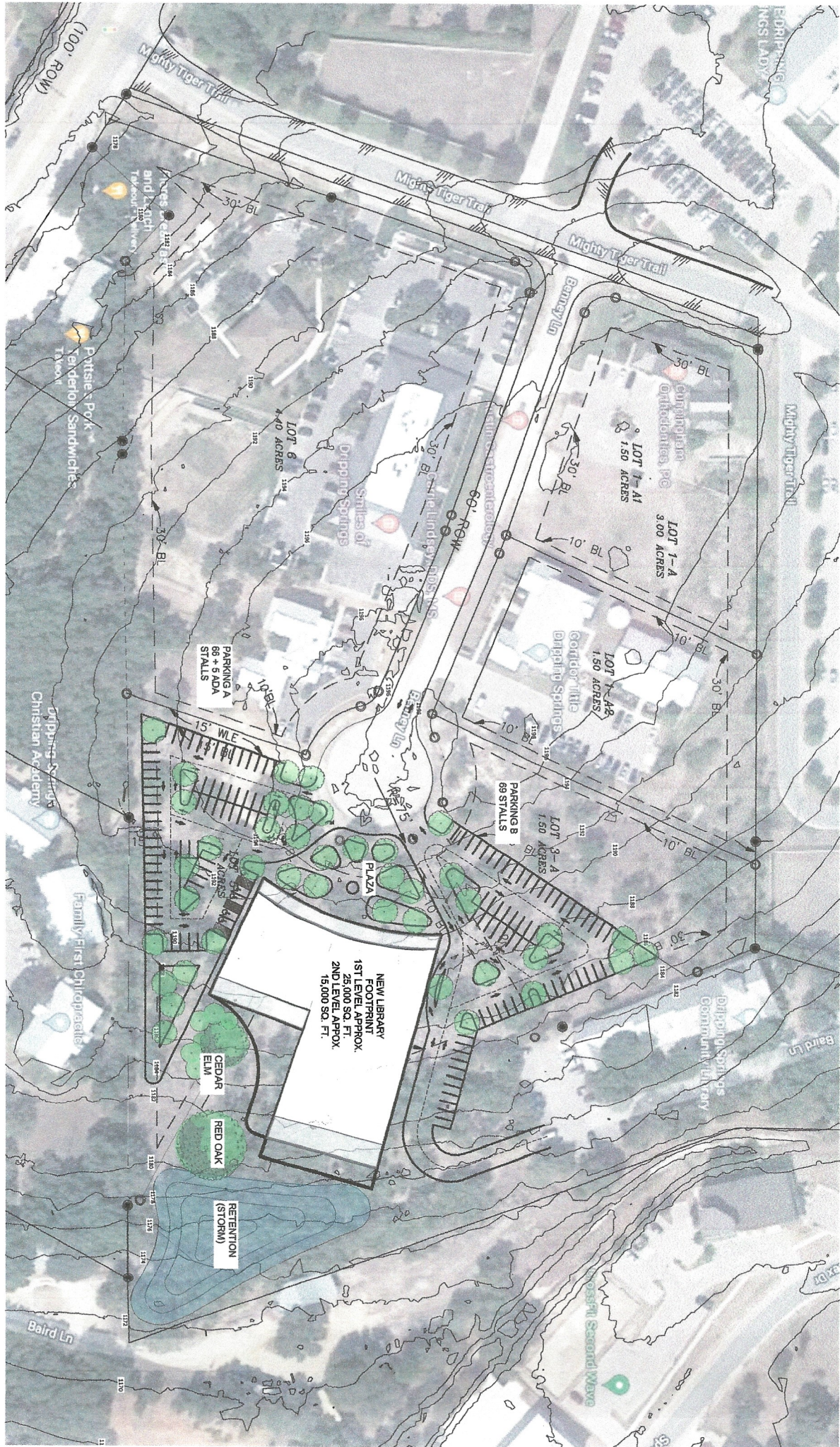
Date

### 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"/>	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>PDF/Digital Copies of all submitted Documents</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Zoning Application (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input type="checkbox"/>	List of requested utilities or services (if any)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	List of Current Uses
<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"/>	Copy of any Agreements with City including Utility or Development ( <i>if applicable</i> )
<input type="checkbox"/>	<input type="checkbox"/>	Information related to property's presence in a special district





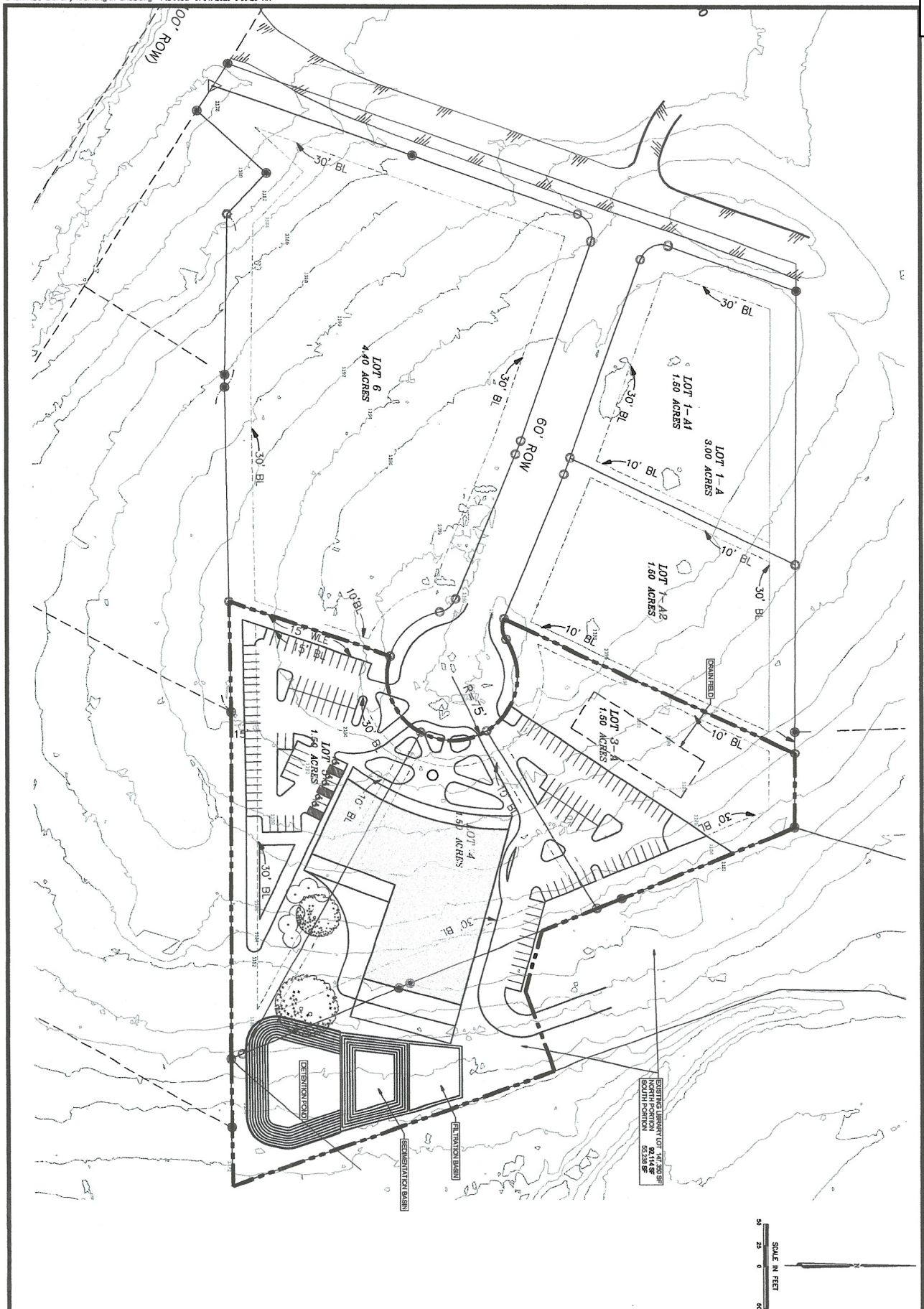


BENNY LANE PROPERTY -  
PRELIMINARY SITE PLAN  
AUGUST 6, 2021

DIPPING SPRINGS  
COMMUNITY LIBRARY  
SCALE: 1/64"







FOR REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION

**SITE LAYOUT**

**DIPPING SPRINGS LIBRARY**  
 Dripping Springs, Texas

**Banks & Associates**  
 Civil and Environmental Engineering  
 820 Currie Ranch Road  
 Wimberley, Texas 78676  
 (512) 801-9049  
 Firm Registration No. F-2002

NO.	DATE	REVISIONS	BY

FOR REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION. THIS DOCUMENT IS NOT TO BE USED FOR ANY OTHER PURPOSES. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES.

1140 285

c/s-0013

SWT  
1500

## GIFT DEED

DOC# 377174

STATE OF TEXAS

§

COUNTY OF HAYS

§

§ KNOW ALL MEN BY THESE PRESENTS:

THAT JOHN MARCUS BAIRD ("Grantor"), John M. Baird, with full intention of conveying the property hereinafter described as a gift, with no reversionary interests whatsoever in favor of Grantor, has GIVEN, GRANTED, and CONVEYED, and by these presents does GIVE, GRANT and CONVEY to THE DRIPPING SPRINGS COMMUNITY LIBRARY, a Texas non-profit corporation, ("Grantee"), the real property ("Property") containing approximately 3.2091 acres in Hays County, Texas and being for fully described on attached Exhibit "A".

This conveyance is made subject to any and all restrictions, reservations, conditions, covenants, easements and exceptions, if any, validly existing against the Property and recorded in the Records of Hays County, Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging to the Property, subject to the provisions stated above, to Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor's heirs, executors, administrators, successors and/or assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whosoever claiming or to claim the same or any part thereof.

EXECUTED this 30 day of March, 1995.

John M. Baird  
John Marcus Baird

Grantee's Address:

P.O. Box 279

Dripping Springs, TX 78640

Norma J. Baird  
Norma J. Baird, Pro Forma

STATE OF TEXAS

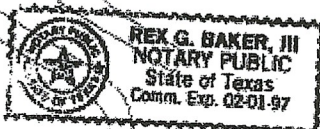
COUNTY OF HAYS

This instrument was acknowledged before me on this the 30 day of March, 1995 by John Marcus Baird and Norma J. Baird, Pro Forma.

Notary Public

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: \_\_\_\_\_



giftdeed.doc

AFTER RECORDING RETURN TO:  
Southwestern Title Co.  
P.O. Box 1110  
Dripping Springs, TX 78620

FILED FOR RECORD  
DOC# 377174 \$15  
04-06-1995 01:46:13  
RONNIE DANNELLEY  
HAYS COUNTY

OFFICIAL PUBLIC RECORDS  
Hays County, Texas



## EXHIBIT "A"

1140 286

## TRACT I

Being a portion of that tract of approximately 152.47 acres of land in the P. A. Smith League, Hays County, Texas, and conveyed to Mrs. Edna Earl Baird by W. R. Baird by deed dated February 19, 1937, recorded in Volume 154, page 59, Hays County Deed Records.

**BEGINNING** at the most southern southeast corner of the Edna Earl Baird 152.47 acres for the southeast corner of the tract herein described;

**THENCE**, in a westerly direction with the most southern boundary line of the said Edna Earl Baird 152.47 acre tract, 140 feet to a point for the southwest corner of the tract herein described;

**THENCE**, in a northwesterly direction parallel to the eastern boundary line of the Edna Earl Baird 152.47 acre tract and the west boundary line of that tract of land conveyed by Clara Wilson et al, to Alva C. Haydon, recorded in Volume 249, page 307, Hays county Deed Records, 700 feet to a point for the northwest corner of the tract herein described;

**THENCE**, in an easterly direction parallel to the south boundary of the tract herein described, 140 feet to a point in the west boundary line of the Alva C. Haydon tract for the northeast corner of the tract herein described;

**THENCE**, in a southeasterly direction with the west boundary line of the Alva C. Haydon tract, 700 feet to the **PLACE OF BEGINNING**, containing 2.25 acres of land, more or less

## TRACT II

Description of a dividing line between the approximate East and West halves of that certain 152.47 acre tract of land out of the P. A. SMITH LEAGUE situated in Hays County, Texas, being that tract of land described in that Deed dated February 19, 1937, from W. R. Baird to Edna Earl Baird, recorded in Volume 154, Pages 59-60, Deed Records of Hays County, Texas.

**BEGINNING** at the most northerly Northwest corner of the Baird tract;

**THENCE**, with the common line between the said Baird Tract and that tract of land conveyed by Deed dated June 1, 1966, from J. V. Gregg, et ux, to C. Barton Draper, et ux, recorded in Volume 212, Pages 310-314, of the Deed Records of Hays County, Texas, South to a point being the Southeast corner of said Draper Tract;

**THENCE**, East approximately 200 feet to a point from which the centerline of a road bears East 15 feet;

1140 287

THENCE, in a Southerly direction parallel with the centerline of said road, and following the meanders of said road to a point from which the North line of a 2.25 acre tract of land conveyed to John Marcus Baird by Deed recorded in Volume 264, Page 55-56, of the Deed Records of Hays County, Texas, bears South 300 feet;

THENCE, from said point in a Southerly direction to the Northwest corner of the said John Marcus Baird 2.25 acre tract;

THENCE, with the West line of the John Marcus Baird 2.25 acre tract approximately 700 feet to the South line of the above described 152.47 acre Baird tract, said point being in the North line of that 3.01 acre tract of land conveyed to J. D. Ragland by Deed recorded in Volume 169, Page 171, of the Deed Records of Hays County, Texas, for POINT OF TERMINATION

SAVE AND EXCEPT THE FOLLOWING, FROM TRACT II:

BEING A PART OF THAT CERTAIN 1.04 ACRE TRACT WHICH WAS CONVEYED TO JOHN BAIRD IN A DEED RECORDED IN VOLUME 310, AT PAGE 718, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 0.0309 OF AN ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND IN A POST FOR THE NORTHEAST CORNER OF THE FORESAID 1.04 ACRE TRACT FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, S 35°41'20"W, A DISTANCE OF 46.84 FT., WITH THE EAST LINE OF THE FORESAID 1.04 ACRE TRACT, TO A STEEL PIN SET ON THE CURVE NORTH RIGHT-OF-WAY LINE OF A PROPOSED 60 FT. RIGHT-OF-WAY FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, WITH THE ARC OF A CURVE TO THE LEFT, WHICH HAS A RADIUS OF 309.60 FT., A TANGENT OF 30.05 FT., AN ARC LENGTH OF 59.90 FT., AND A CHORD WHICH BEARS N 53°49'41"W, A DISTANCE OF 59.81 FT., TO A STEEL PIN SET IN THE NORTH LINE OF THE FORESAID 1.04 ACRE TRACT, AS FENCED, FOR THE MOST WESTERLY CORNER OF THIS TRACT;

THENCE, N 87°55'27"E, A DISTANCE OF 75.66 FT., WITH THE NORTH LINE OF THE FORESAID 1.04 ACRE TRACT, AS FENCED, TO THE PLACE OF BEGINNING AND CONTAINING 0.0309 ACRE OF LAND

STATE OF TEXAS  
COUNTY OF HAYS  
I hereby certify that this instrument was FILED on  
the date and at the time stamped herein by me and was duly  
RECORDED, in the Volume and Page of the signed RECORDS  
of Hays County, Texas, as stamped herein by me.

APR 6 1995



*David D. Dandley*  
COUNTY CLERK  
HAYS COUNTY, TEXAS



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

**Submitted By:** Emily Nelson, Dripping Springs Ranch Park Manager

**Council Meeting Date:** 7/19/22

**Agenda Item Wording:** Discuss and consider approval of a Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for the use of Dripping Springs Ranch Park to host a Haunted House attraction.  
*Sponsor: Council Member Parks*

**Agenda Item Requestor:** Emily Nelson/Aaron Sulser

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

The changes this year:

- Move from an exterior structure into the Expansion Event Room.
- 60/40 percentage split of revenues. 10% of City's revenue will be paid to HCLE for use of the Expansion Event Room.
- The haunt will run for 2 consecutive October weekends to increase revenue. October 21-23 and October 28-30.

**DSRP Board Recommendations:** Approve the Use Agreement

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

**Attachments:** Hell Country Haunts Use Agreement

**Next Steps/Schedule:** Upon approval, begin collecting all required documents and plans for the haunted attraction.





## Contract Cover Sheet

<b>Contract Number</b>	HEL07192022  <i>Use first three letters of contractor and date of approval. Ex: contract approved for HDR on Jan. 18, 2022 the Contract number is HDR01182022. If administratively approved, use the date the contract is submitted to the city signator.</i>
<b>Contractor with Contact Information</b>	<div> <div>Hell Country Productions, Inc</div> <div>Company:</div> </div> <div> <div>Aaron Sulser</div> <div>POC:</div> </div> <div>1032 Blue Ridge Dr., Dripping Springs, TX 78620</div> <div>Address:</div> <div>614-561-6458</div> <div>Phone Number:</div>
<b>Effective Date</b>	07/19/2022
<b>Termination Date</b>	07/19/2022
<b>Renewal/ Termination Notice Date</b>	30 days
<b>Bid/Quotes/ Budgeted</b>	N/A
<b>Finance Review</b>	N/A
<b>Contract Amount</b>	60/40 percentage split
<b>Department</b>	Parks and Community Service
<b>Reporting Requirements</b>	<div>Insurance Certificate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA</div> <div>Conflict Disclosure: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA</div> <div>1295 Reporting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> NA</div> <div>Other Reporting Requirements:</div>
<b>Council Meeting Date (if applicable)</b>	07/19/2022

## PROFESSIONAL SERVICES CONTRACT AND USE AGREEMENT

This AGREEMENT is made and entered into this, the 19<sup>th</sup> day of July 2022 by and between the **City of Dripping Springs**, Texas, a municipal corporation (hereinafter referred to as “City”), and **Hell Country Productions, Inc.**, a registered Non-Profit in the State of Texas (hereinafter referred to as “Contractor”).

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

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

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

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

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

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

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

### 1. Duties.

#### A. Duties of Contractor.

- (1) Plans for the temporary set shall be submitted to City for review by September 1, 2022.
- (2) Build temporary set to serve as a Haunted House that adheres to approved specifications set forth by the City of Dripping Springs’ municipal codes and to obtain proper and necessary permits for event. If set is altered from original proposed/approved submission, Contractor must obtain further City approval in writing of alterations immediately before commencing construction.
- (3) Represent the City in a professional manner.
- (4) Communicate progress and goals with Dripping Springs Ranch Park Management.
- (5) Provide a safe environment for all attraction patrons by adhering to park rules as well as any rules or laws adopted by Hays County, the City of Dripping Springs, and the

State of Texas.

- (6) Engage in excellent communication and customer service while working well with the public.
- (7) Submit security plan for approval to City Emergency Management Coordinator. Providing proof of retained security during the hours of operation by September 1, 2022.
- (8) Work with City Emergency Management Coordinator and Dripping Springs Ranch Park Management to create an Emergency Action Plan for the attraction. Plan must be complete by September 16, 2022.
- (9) Provide and operate a Hayride that transports patrons from parking to the Haunted House. City Emergency Management Coordinator and Dripping Springs Ranch Park Management must approve the Hayride vehicle, related equipment, and path. Provide information related to these items to staff by September 1, 2022.
- (10) Address any complaints or concerns from attraction patrons, recording and submitting to Dripping Springs Ranch Park Management any incidents and accidents.
- (11) Contractor will provide volunteers/staffing that will direct attraction patrons to the correct location accommodating event parking. Staffing schedule shall be provided to the City by October 14, 2022.
- (12) Contractor will operate the attraction Friday, October 21 (7pm-10pm), Saturday, October 22 (7pm-11pm), and Sunday, October 23 (7pm-10pm); Friday, October 28 (7pm-10pm), Saturday, October 29 (7pm-11pm), and Sunday, October 30 (7pm-10pm) 2022. Flexibility to provide a "soft close" will be provided by on-site attraction staff and city staff to accommodate long lines and facilitate a positive attraction patron experience.
- (13) All outdoor lighting and signage shall be provided for review and approved prior to placement on site. Lighting and signage plan shall be submitted to the City by September 1, 2022.

#### **B. Duties of City.**

- (1) The City shall provide space inside Dripping Springs Ranch Park for the Contractor to construct and operate a Haunted House and to operate a Hayride. Space for construction and use shall commence at 9 a.m. on October 2, 2022. Removal shall be complete by 4 p.m. on November 6, 2022.
- (2) Dripping Springs Ranch Park staff shall provide customer service by staffing the Event Center Business Office during all hours of attraction operation, provide for the attraction ticket sales, and support attraction operations.
- (3) City shall provide a safe, clean, and well-kept location at Dripping Springs Ranch Park for hosting the attraction.

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

- 2. Duration.** The term of this Agreement shall begin at execution of this Agreement and shall extend until all construction, removal, and payment has been made. Use of site shall commence on or about Sunday, October 2, 2022, and ending on Sunday, November 6, 2022.

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

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

**3. Pay/Fees.**

- A.** All fees are subject to final approval by the City Council at the recommendation of the Parks and Community Services staff.
- B.** Contractor will pay a Use Fee equal to 40% of gross attraction ticket sale revenue to have exclusive use of the Expansion Event Room at Dripping Springs Ranch Park. City will pay Hays County Livestock Exposition 10% of the City's revenue for use of the Expansion Event Room.
- C.** City will pay the Contractor 60% of the gross attraction ticket sale revenue collected by city staff through ticket sales. Payment will be accompanied by an accurate system-generated report accounting of total sales no later than ten business days after the conclusion of the event and presence of Contractor on premises, November 14, 2022.

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

**To the City:**

City of Dripping Springs  
Attn: Event Center Manager  
PO Box 384  
Dripping Springs, TX 78620

**To the Contractor:**

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

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

## 5. General Provisions.

- A. Relationship of Parties:** It is understood by the parties that Contract Instructor is an independent Contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of independent Contractor. The City may contract with other individuals or firms for entertainment services.
- B. Injuries/Insurance:** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in Attachment "A". Contractor waives the rights to recovery from City for any injuries that Contractor may sustain while performing services under this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.
- C. Indemnification:** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor.
- D. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- E. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
- F. Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability. Neither CITY nor Instructor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.
- G. Entire Agreement:** The text herein and attachments noted above shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.



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

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

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

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

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

**CITY OF DRIPPING SPRINGS:**

**CONTRACTOR:**

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

\_\_\_\_\_  
Aaron Sulser, Hell Country Productions, Inc

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

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

## ATTACHMENT "A"

**CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:**

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

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

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

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

**Type of Contract and Amount of Insurance:**

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



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

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

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

**Agenda Item Wording:** Discuss and consider Appointments to the Historic Preservation Commission for one (1) member for a term ending June 30, 2023, and three (3) members for terms ending June 30, 2024.

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

**Summary/Background:** The Historic Preservation Commission is a seven-member advisory commission responsible for making recommendations to the city council regarding the preservation of landmarks and historic districts within the city.

Commission members are appointed by the City Council at-large, and preference is given to applicants that have an interest in the historic traditions of the City, and experience in the preservation of the historical character of the City. Specifically, the City Council seeks applicants from the following categories professions and interests: Architecture, History, Real Estate, Attorney at Law, Historic Landmark Property Owner, Archaeology, Geography, Anthropology, Planning & Zoning Commission member.

To the extent possible, the City Council shall endeavor to appoint residents, business owners or property owners from within the city limits or extraterritorial jurisdiction.

**Current Members**

*NR: No Residency – lives outside City Limits and ETJ*

Member	Term	Residency	Appointment Category
Dean Erickson, Chair	6/30/22	ETJ	Historic Business Owner
Ashley Bobel	6/30/23	NR	Realtor
Steve Mallett	6/30/23	City	Historic Property Owner
Minnie Glosson-Needham	6/30/22	ETJ	Historian
Nichole Prescott	6/30/23	ETJ	Historic Preservationist
Vacancy 1	6/30/22		
Vacancy 2	6/30/23		

### **Vacancies and Applicants**

There are two (2) members with terms that expire June 30, 2022, and two (2) current vacancies.

Applications for appointment/reappointment were due May 31, 2022, and reviewed applicants not qualified were notified and removed from the applicant pool. Current members Dean Erickson and Minnie Glosso Needham have requested reappointment for another term.

Three applications were received:

- Delbert Bassett, ETJ Resident and Hays Historical Society Member
- Haley Hunt, City Resident and Historical District Business Owner
- Lee Sawyer, No Residency and Local Business Owner

#### **Commission Chair Recommendations:**

Applicants were interviewed by Chair Dean Erickson and Mayor Pro Tem Taline Manassian. The have recommended the reappointment of Dean Erickson and Minnie Glosso-Needham, and the appointment of Haley Hunt for the unexpired term ending June 30, 2023, and Delbert Bassett for the term ending June 30, 2024.

#### **Recommended Council Actions:**

Staff recommends approval of appointments as recommended by Chair Dean Erickson.

#### **Attachments:**

1. HPC Chair Recommendation
2. Reappointment Requests
3. Submitted Applications

#### **Next Steps/Schedule:**

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



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

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

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

**Agenda Item Wording:** **Discuss and consider the Appointment of five (5) members to the Economic Development Committee for terms ending June 1, 2024, and the Appointment of the Chair to serve a term concurrent with their term.**

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

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**Summary/Background:** **EDC Member Responsibilities**  
 Section 2.04.037: The committee is responsible for organizing an inclusive process for assessing community needs and priorities in an orderly fashion and providing the council with guidance via a proposed economic strategic plan that reflects the skills, creativity, vision, and cooperation of the committee, its members, and its advisors. After the final economic strategic plan is presented to city council, the committee will continue to advise the council on carrying out the plan. The city council may at a future date consider the economic strategic plan ready for revision or replacement, at which time the economic strategic plan drafting process described below will begin again.

**Member Selection**

Section 2.04.035(c): As vacancies occur, city staff will prepare a slate of nominees for city council consideration. The slate will include nominees from various citizen groups, including but not limited to historic preservationists, planners, park supporters, the business community, school districts, media, nonprofits, county representatives, and property owners. The slate will only include individuals that city staff has contacted and who have expressed an interest and availability to serve. Potential nominees may express interest in the committee by contacting the city secretary in writing. City staff will endeavor to reflect a variety of interests and diverse points of view (current and future) in the list of committee nominees. The city council will approve, reject, or modify the list.

**Membership Requirements**

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

**Membership**

The committee will have 12 members, one of whom will be the committee chair appointed by the city council. The committee may have subcommittees of at least three members, one of whom will be the subcommittee chair designated by the subcommittee at its first meeting. Subcommittees may invite input from non-committee members.



**Current Members**

Member	Term	Residency	Citizen Group
Kim Fernea, Chair	06/01/23	ETJ	Business Community
Taline Manassian	06/01/23	City	Council Member Place 1
<b>Rex Baker</b>	<b>06/01/22</b>	<b>ETJ</b>	<b>Business Community</b>
Tiffany Duncan	06/01/23	NA	DSISD Representative
Dave Edwards	06/01/23	ETJ	Nonprofit
Melanie Fenelon	06/01/23	City	Property Owner
Whit Hanks	06/01/23	ETJ	Property Owner
<b>Susan Kimball</b>	<b>06/01/22</b>	<b>NA</b>	<b>Chamber of Commerce</b>
<b>John Kroll</b>	<b>06/01/22</b>	<b>City</b>	<b>Property Owner</b>
<b>Andrea Nicholas</b>	<b>06/01/22</b>	<b>ETJ</b>	<b>Business Community</b>
<b>Patrick Rose</b>	<b>06/01/22</b>	<b>NA</b>	<b>Business Community</b>
Keenan Smith	06/01/23	NA	Planner
Jeff Nydegger <i>Advisory Member</i>	NA	NA	NA
Robert Avera <i>Advisory Member</i>	NA	NA	NA

**Vacancies and Applicants**

There are five (5) members with terms that expire June 1, 2022. There is no chair appointment at this time.

- Rex Baker, Susan Kimball and John Kroll have requested reappointment
- Andrea Nicholas and Patrick Rose are stepping down

Applications for appointment were due May 31, 2022, and were reviewed for required qualifications. Applicants not qualified were notified on June 6, 2022. The following applicants were interviewed by Chair Kim Fernea and Mayor Pro Tem Taline Manassian:

- Rebecca Atkins, ETJ resident and Winery Owner
- Russell Collins, ETJ resident and Real Estate Developer/Architect
- Lee Sawyer, No residency and VP Business Development
- Craig Starcher, City and Strategy Consultant
- Two applicants did not respond to request to schedule an interview: Jimmy Brown and Douglas Shumway

**Commission Chair  
Recommendations:**

Mayor Pro Tem Taline Manassian and Kim Fernea, Chair respectfully request that City Council consider the following for Reappointment and/or Appointment to serve on the City of Dripping Springs Economic Development Committee for terms ending June 1, 2024:

1. Rex Baker, reappointment
2. Susan Kimball, reappointment
3. John Kroll, reappointment
4. Robert Avera, new appointment (currently Advisory Member)
5. Russell Collins, new appointment (stepping down from TIRZ Board)

**Recommended  
Council Actions:**

Staff recommends approval of appointments as recommended by Chair Kim Fernea and Mayor Pro Tem Manassian.

**Attachments:**

1. Reappointment Requests
2. Applications of interviewed applicants

**Next Steps/Schedule:**

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



# City of Dripping Springs

511 Mercer Street  
Dripping Springs, Texas 78620

**Agenda Item Report from:** Howard Koontz, Planning Director; Laura Mueller, City Attorney;  
Leslie Pollack, Transportation Engineer.

<b>Meeting Date:</b>	July 19, 2022
<b>Agenda Item Wording:</b>	<b>Discuss and consider approval of an Ordinance rezoning a 36.28-acre property from Commercial Services (CS) to Planned Development District with a base zoning of CS, with 25.38-acres of residential uses and approximately 5.8-acres of commercial uses, and approximately 5.1-acres of utility spaces, as amended by the ordinance language herein, for property located at the southwest corner of U.S. 290 and Roger Hanks Blvd., in the City of Dripping Springs, Texas, and commonly known as “New Growth”.</b>
<b>Agenda Item Requestor:</b>	Isaac Karpay, New Growth Living
<b>Applicant:</b>	Isaac Karpay, New Growth Living
<b>Owner:</b>	Hays County Completion, LLC; DS Propco
<b>Date of Application:</b>	June 4, 2021
<b>Staff Recommendation</b>	Staff recommends approval of the PDD Ordinance in conjunction with related agreements.



**Summary/Background:**

The subject property is in the city limits, is already platted, and is currently zoned CS – Commercial Services, a high-intensity district “...intended to provide a location for commercial and service-related establishments, such as wholesale product sales, welding and contractors shops, plumbing shops, automotive repair or painting services, upholstery shops, and other similar commercial uses.” Last autumn, the City entered into a “Memorandum of Understanding” with the applicant, intended to serve as the approved outline of the project as it relates to the essential elements. That document memorialized the applicant’s intentions to construct “...a mix of up to 240 attached and detached single family residential dwellings, dedicated trails, parkland, an amenity center, and other amenities benefitting the residents of the project.” Additionally, there is a commercial portion of no less than 5.8 acres. The applicant now requests the creation of a Planned Development District for the approximately 36 acres, generally located at a point at the southwest corner of US 290 and Roger Hanks Parkway. The applicant seeks to establish a residential community commensurate with the terms of the MOU.



This project also involves an Offsite Road Agreement for the surrounding roadway network, including intersection improvements to US 290 & Roger Hanks Parkway, Roger Hanks south of US 290 to the site's southern boundary, and Creek Road at- and east of Roger Hanks. This application for PDD approval was submitted in November 2021 and the City has had multiple meetings with the developer's design team, including three meetings with the Development Agreement Working Group, and meetings in front of the Transportation Committee and Parks & Recreation Commission.



### **Location:**

The subject property is generally located at the southwest corner of US 290 and Roger Hanks Parkway. The development site also extends to the east side of Roger Hanks Parkway once south of the Hays County Precinct 4 offices, and stops along Roger Hanks, at a point west of the western terminus of Ramirez Lane.

### **Physical and Natural Features:**

The property is primarily flat, with modest stands of oak trees located primarily along the western property line and also clustered throughout the southern portion of the site. The land slopes mostly to the south and slightly to the west, moderately falling off at a point in the northwest, adjacent to the water feature at the western terminus of Lake Lucy Loop. Otherwise the open areas of the lot are covered with natural-height grasses and some wild flowers.

### **Surrounding Properties:**

The property is located in a high activity area of the 290 corridor, about a mile west of the Dripping Springs downtown. Less than a mile to the west are Dripping Springs Middle School and Walnut Springs Elementary School, and Dripping Springs High School is roughly ¼-mile to the east-northeast (across US 290). US 290 is a highway commercial corridor with usual and customary industry, restaurants, service providers, and office uses, and just off that frontage are plentiful home sites, most often low-density detached homes, with limited but emergent medium-density and multi-family sites as well. The current zoning, future land use designation, and existing uses on the adjacent properties to the north, south, east, and west are outlined in the

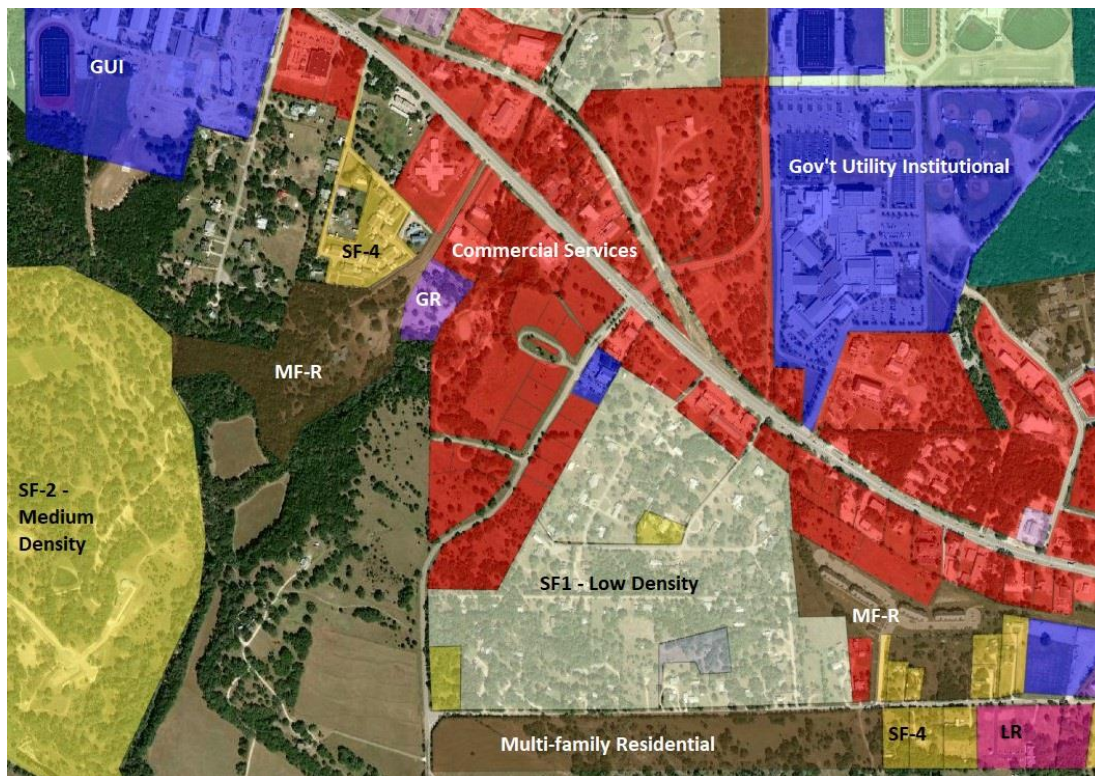


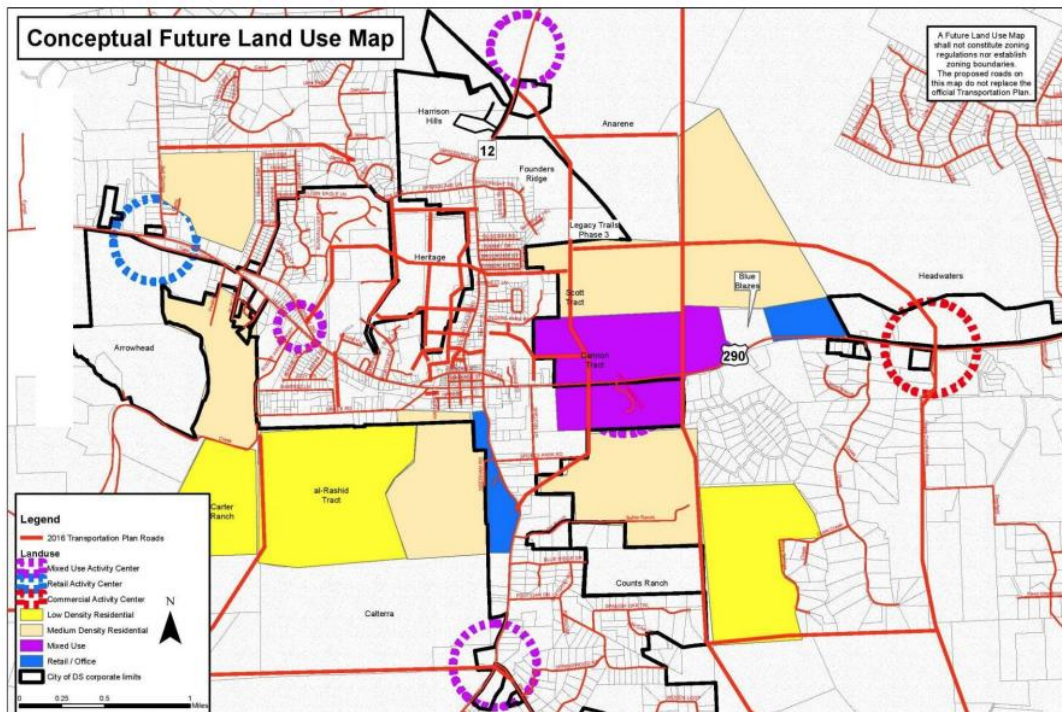


table below:

Direction	Zoning District	Existing Use	Comprehensive Plan / Future Land Use Plan
North	Commercial Services	Highway Commercial /Institutional	N/A
East	Commercial Services/SF-1	Highway Commercial/SFR	N/A
South	SF-1 Low Density Single Family Residential	Low density SFR	N/A
West	ETJ	Estate Residential / Ranchland	Medium-Density Residential

### **Future Land use Map and Zoning Designation:**

The subject property is not designated on the Future Land Use Map; however, the intersection of US 290 and Roger Hanks Parkway is designated for ‘Mixed Use Activity Center’. The acreage of land to the west of the development site is designated for medium-density residential. This category includes small lot, single-family homes used for residential uses. The residents of this PDD would benefit from adjacent, convenience retail that would defer trips by automobile onto 290 for immediate goods and services.



The base zoning of Commercial Services will be retained, but further amended by the terms of the PDD Ordinance text. The Planned Development district places regulations that are

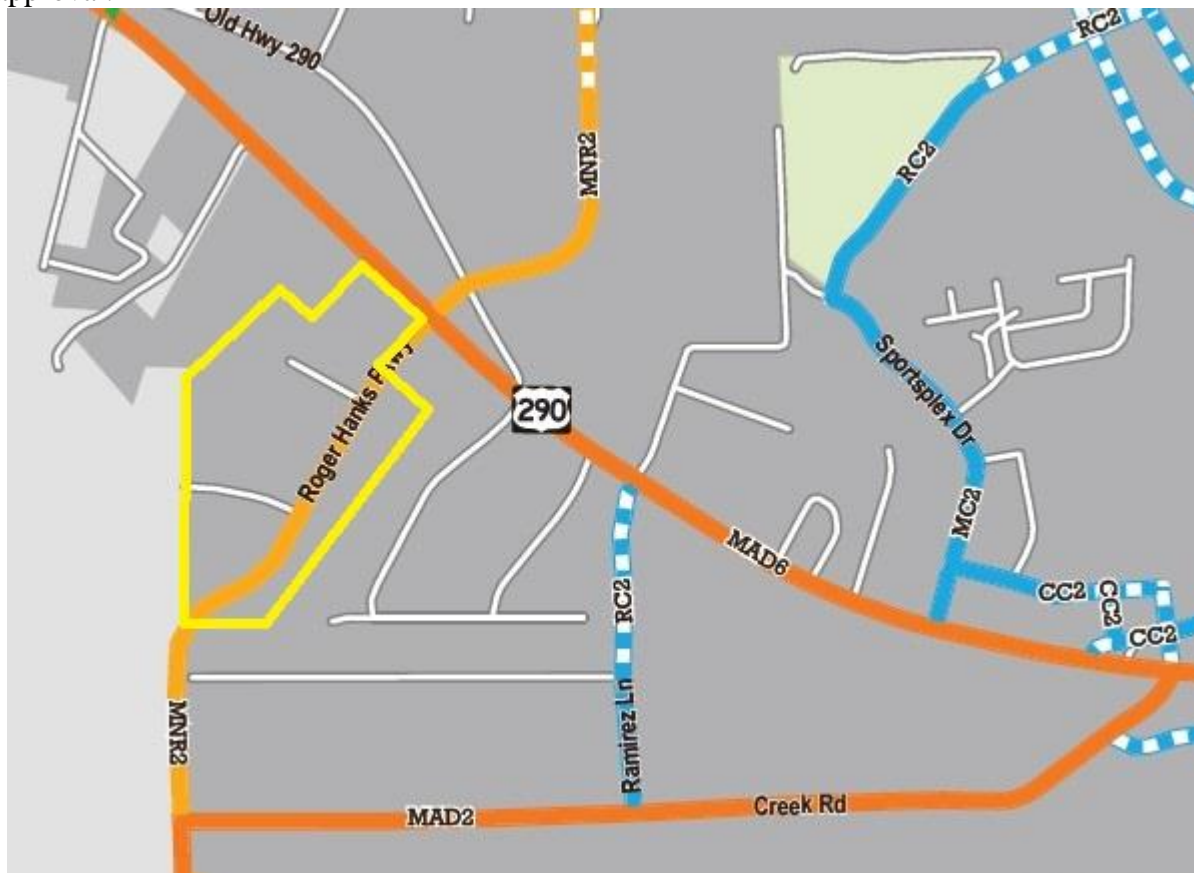
compatible with the adjacent tracts and allows for an appropriate transition for higher activity commercial (at the US 290/Roger Hanks intersection) to lesser activity residential (away from 290 & Roger Hanks). This land plan scales development down toward the medium-density residential that's designated for properties to the west, serving as a buffer between the US 290 commercial and that residential.

### **Other Master Plans:**

The New Growth Development Team has had on-going conversations with City staff, Development Agreement Working Group, and City Transportation Committee to discuss transportation improvements for the development.

The 2021 Transportation Plan shows this section of Roger Hanks Parkway to be built as a two-lane minor divided arterial roadway with shared-use paths, and Creek Road as a two-lane major divided arterial roadway with shared-use paths. This project will rebuild the Roger Hanks Parkway, adjacent to the tract, as a divided arterial roadway with a landscaped median and dedicated turn lane facilities, and further will contribute to the reconstruction of Creek Road east of Roger Hanks Parkway.

The Offsite Road Agreement has been finalized with City Staff and the TIA is nearing City approval.



### **Offsite Road Transportation/ Road Improvements:**

The transportation improvements proposed to be constructed by New Growth align with the City's approved Transportation Master Plan. The Offsite Road agreement is a separate agenda item with a separate staff report.

### **Wastewater Agreement:**

This Wastewater Service Agreement addresses wastewater service for the proposed New Growth Development (hereafter "NG") is a separate item with its own Staff Report.

### **Proposed Zoning District and PDD Development Regulations:**

The Planned Development District requests to maintain its base zoning district of Commercial Services (CS), with additional restrictions and modifications contained within this PDD's ordinance text. The applicant's intention is to construct at most 240 attached and detached single family dwellings, and approximately 5.8 acres of retail adjacent. The project has been conceived and planned as a 'Built for Rent' operation, meaning the units will be leased to occupants under a single management plan operated by an on-site management company, much like a traditional multi-family establishment. The design and site planning should provide a step down transition district between lower density residential areas (to the south and west) and multiple-family or nonresidential areas along the major thoroughfares (to the north).

Impervious Cover is proposed at a maximum of 70%, which is the impervious cover of the base zoning district of Commercial Services. The City Engineer has added language regarding the tracking of impervious cover to the PDD.

The Planned Development Districts permitted uses are as follows:

The uses permitted as described in zoning classification CS as adopted in 2004 are further restricted in this PDD –to only allow the following:

#### **Residential Areas – +/- 25.38 acres:**

- Rental Single-Family Dwelling, Detached;
- Rental Garden Home/Townhome, Attached;
- Rental Accessory Bldg/Structure (Residential);
- Home Occupation;
- Swimming Pool, Private;
- Community Center, Private; and
- Those uses listed in the City's zoning ordinance for the MF District or any less intense residential district uses are hereby permitted by right within the Project, and others are designated as requiring a Conditional Use Permit (CUP).

#### **Commercial Area – +/- 5.80 acres, being Lot 2, 3, 4, 5:**

**Permitted Uses:**

- Those uses listed in the City's zoning ordinance for the GR District or any less intense commercial district uses are hereby permitted by right within the commercial portion of the Project
- Financial institution
- Others uses are designated as requiring a Conditional Use Permit (CUP).

**Excluded Uses:**

- Permanent residential use, but hotel/overnight accommodations are permitted
- Psychic Reading Services
- Fire station
- Orphanage
- Amusement Services (Outdoor)
- Bingo Hall
- Bowling Center
- Automotive/vehicle related uses (sales, rental, servicing, repair)
- Mini-warehouse/self storage facilities
- Radio or television studio
- Upholstery shop

**Other development regulations:**

Minimum Lot Area: 1,815 square feet per dwelling unit, not to exceed 24 dwelling units per acre, calculated on gross residential acreage.

Buildings shall not exceed 2 ½ stories or 40 feet, whichever is less, measured from the average elevation of the existing grade of the building to the highest point of a flat or multi-level or as defined in Section 28.05.004 of the 2017 City of Dripping Springs Code of Ordinances.

**Parking.**

- a. Residential Parking. Development of the Property shall include parking at a minimum of –

One bedroom - one and a half (1.5) spaces.

Two bedrooms - two (2) spaces.

Two + bedrooms - two and a half (2.5) spaces.

Plus an added five percent (5%) of the total number of required spaces for the development.

A minimum of 50% of residential units shall include an attached garage stall. Tandem spaces shall count toward required parking.

- b. Commercial. If it is determined by City staff that the development of the private amenity center requires parking to be provided, the quantity of spaces shall be determined under section 5.6.2 (12) Commercial amusement (outdoor) of the City's Zoning Ordinance. On-street parallel parking spaces shall be permitted to count

toward the determined required parking spaces to service the amenity center. **In addition, 12 dual use parking spaces for park/commercial use will be required on the Commercial Site.**

**Design of Residences:** The following requirements shall apply to Primary Elevations. These elevations are those facing public streets. For this development, facades facing Roger Hanks Parkway, Lake Lucy Loop, and Hamilton Crossing are considered Primary Elevations.

**a. Building forms and materials.** Primary building forms and massing shall be consistent with the Hill Country Farmhouse Style with clean simple forms. Primary Elevations shall consist of 50% stone masonry and glazing with the remainder to be cementitious siding, wood or stucco. The 50% stone masonry and glass requirement shall be calculated across the length of a block or building. All other facades not determined to be Primary Elevations shall consist of stone, stucco, wood or cementitious siding.

**b. Articulation.** All Primary Elevations that exceed 55' in length shall contain wall plane articulation with a minimum offset of 18".

**c. Roof forms.** All primary roofs shall be sloped with a pitch of no less than 4:12. The sloped roof shall cover the entirety of the building footprint. Roof designs shall be a mixture of simple gable and shed forms, with shed roofs primarily covering porch spaces.

**d. Colors.** Building color schemes shall be predominately of neutral hues and subdued tones, consistent with the Hill Country Farmhouse Style. Elevations may contain an off-white color.

**e. Porches.** Porch elements shall be provided on every dwelling's Primary Elevation. These elements shall be a minimum of 72 square feet and shall include a minimum usable depth of 6'. To accommodate residential porches, eaves and roof extensions or a porch with associated posts or columns may project into the required front yard setback or public utility easement for a distance not to exceed four feet.

**Additional requirements for Leasing Building facing Lake Lucy Loop.** In addition to the items noted above, the Leasing Building Primary Elevation facing Lake Lucy Loop shall consist of 80% stone masonry and glazing with the remainder accent materials to be cementitious siding, wood or stucco.

### **Parkland:**

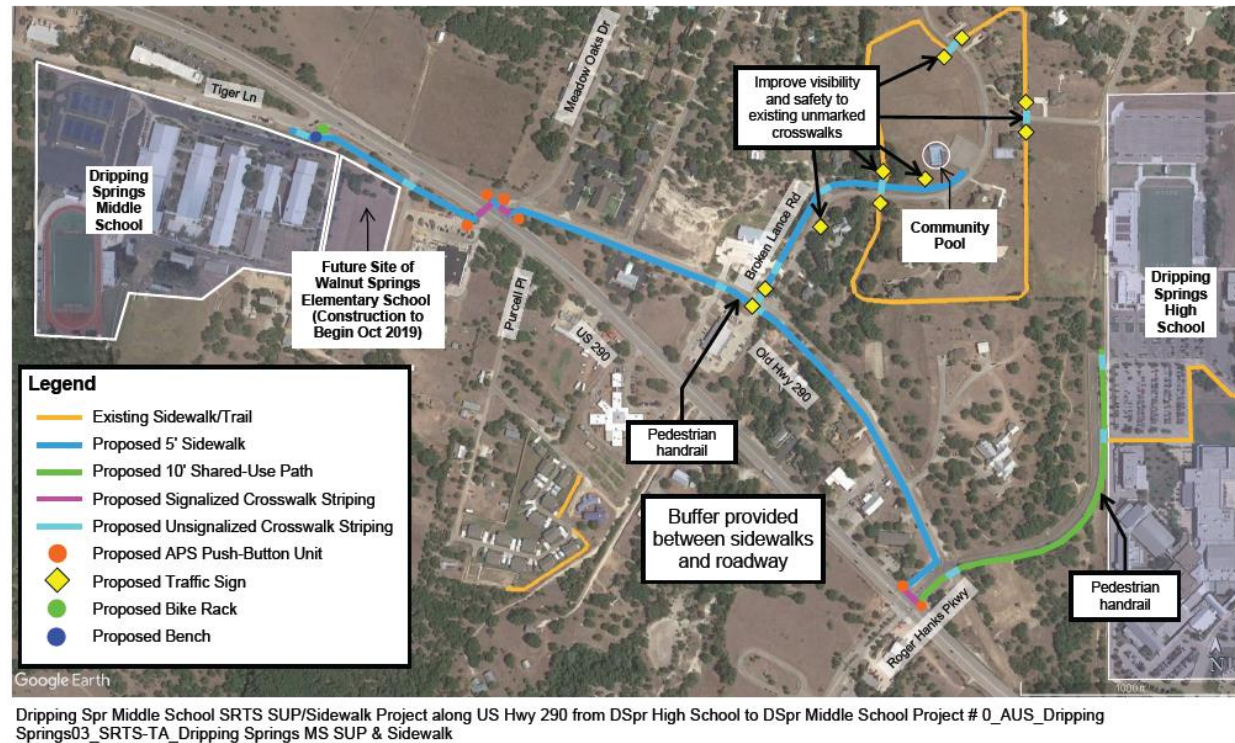
The Project will include approximately 10.43 acres that will be dedicated for Public and Private Parkland, the area being shown more fully on *Exhibit "C"* within the PDD ordinance language. The applicant has prepared a Parks, Trails and Open Space Plan which has been approved by City's Parks & Recreation Commission on June 6.





**City of Dripping Springs**  
**DSMS to DSHS SRTS Shared-Use Path/Sidewalk Project**  
**Project Layout Map**

B- Project Details  

### **Highlights:**

1. The intersection of US 290 and Roger Hanks Parkway will be improved to provide more dedicated lane channels for turning movements, which should decrease vehicle stacking in many instances.
2. The roadway section of Roger Hanks, from US 290 south to the project's southern border will be rebuilt to include sidewalks on both sides, crosswalks, landscaping along the curbs and a landscaped median for passive traffic calming through the residential area.
3. New Growth will provide funding towards the completion of the Creek Road widening and reconstruction project.
4. The project will feature over 10 acres of public and private amenity parkland, programmed for both passive and active recreational opportunities.
5. The project will furnish over 2 miles of sidewalks and trails around and through the project.
6. This PDD will provide over \$155,000 in parkland development funds.

### **Evaluation:**

According to Article 30.03.007 (c)(3), the PDD shall be evaluated with respect to the following:

<b>Article 30.03.007 (c)(3)</b>	
a) The plan's compliance with all provisions of the zoning ordinance and other ordinances of the city.	
The PDD is in compliance with all provisions of the city's code of ordinances, with the exceptions of the variance amendments requested herein.	
b) The impact of the development relating to the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.	
<p>The development of the property will repurpose 36 acres of partially developed and unfinished land, which today primarily serves as either overflow parking for voting at the adjacent precinct office, or parking for bicyclists who utilize the regions roadway network for recreation. As described in the application materials, "The current Property is characterized as a mix of open ranchland pasture with a natural dry creek bed, ponds and varying topography on the western side of the tract. The developer will compensate for the installation of 240 dwelling units and 5.8-acres of commercial with landscaping, a combination of private and public parkland, and an open space lot for public recreation of 4.82 acres. The development team has been able to reduce and/or minimize mass grading to the greatest extent possible, so that the natural, pre-development condition of the site can remain as close to intact after construction activities are complete. The city's expectation that grading alterations remain minimal is being monumented in the PDD ordinance language and table of variances as directed by the city's engineer.</p>	
c) The relationship of the development to adjacent uses in terms of harmonious design, facade treatment, setbacks, building materials, maintenance of property values, and any possible negative impacts.	
<p>The proposed development is a closely related use to the residential uses adjacent to the west, is mutually beneficial to the institutional (school) uses to the west and east/northeast, and furthers the goals of the future land use map by providing those exact uses called for in the existing comprehensive plan. The development is proposing design standards for the homes consistent with existing city guidelines and projects that have been approved in the city's immediate past. The standards would require 50% stone masonry and glazing with the remainder to be cementitious siding, wood or stucco. The development will also provide variation in depth on the front façade of all residences to ensure an articulated streetscape.</p>	
d) The provision of a safe and efficient vehicular and pedestrian circulation system.	
<p>The applicant has worked with staff to ensure safe and efficient vehicular and pedestrian circulation. The development team has had several conversations with City Staff, DAWG (3), Transportation Committee, and Parks Commission to discuss transportation improvements associated with the development. As stated above, the applicant will improve the intersection of US 290 and Roger Hanks Parkway, the street section and streetscaping of Roger Hanks, and contribute to the improvements necessary on Creek Road east of Roger Hanks. These system improvements are substantially in compliance with the published terms of the city's Transportation Master Plan, adopted by the Mayor &amp; City Council in October 2021.</p>	

e)	The general design and location of off-street parking and loading facilities to ensure that all such spaces are usable and are safely and conveniently arranged.
	The parking for residential uses is compatible with the city's current parking requirements for dwellings. If any of the amenities in the project are to change, parking will be reevaluated by the Development Review Committee (City Planner, City Engineer, City Administrator, Building Official.) Parking metrics, including number of parking spaces, locations, and assigned uses will be finally determined at the site planning stage.
f)	The sufficient width and suitable grade and location of streets designed to accommodate prospective traffic and to provide access for firefighting and emergency equipment to buildings.
	The applicant is repurposing existing main corridors for through traffic, and proposing efficient traffic circulation to provide adequate access to the new structures. The transportation plan meets the satisfaction of the city's transportation committee and furthers the goals and minimum standards of the city's Transportation Master Plan.
g)	The coordination of streets to arrange a convenient system consistent with the transportation plan of the city.
	The applicant has worked with staff to ensure that roadway network system within the development is compatible with the city's recently adopted Transportation Master Plan. There are proposed improvements to the intersection of US 290 and Roger Hanks Parkway, the street section and streetscaping of Roger Hanks, and financial contributions to the improvements necessary on Creek Road east of Roger Hanks. These upgraded thoroughfares will ensure that there is proper safety and adequate circulation for vehicles and pedestrian traffic despite being added to an existing regional system that is intermittently at- or over capacity.
h)	The use of landscaping and screening to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and to complement and integrate the design and location of buildings into the overall site design.
	The applicant is proposing landscape buffer screens for the homes which face onto Roger Hanks. Elsewhere, the residential development the applicant proposes is closely analogous to existing adjacent uses (or in some cases vacant land) and doesn't require buffers from any dissimilar districts.
i)	Exterior lighting to ensure safe movement and for security purposes, which shall be arranged so as to minimize glare and reflection upon adjacent properties.
	The development will comply with the city's lighting ordinance.
j)	The location, size, accessibility, and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses
	The applicant presented their Parkland Dedication to the Parks Commission on June 6, 2022. The Parks Commission voted to recommend approval of the Parkland dedication. Once created, site development plans for the construction of the parks in the project will need review and approval by the Parks Commission.
k)	Protection and conservation of soils from erosion by wind or water or from excavation or grading.
	The applicant will be required to conform to all ordinances as well as State regulations regarding erosion & sediment control during the time of development.



l)	Protection and conservation of watercourses and areas subject to flooding.
	There is only a minor water course known, traversing the western property line, and it isn't known to be a flood hazard. The applicant will re-design the previous stormwater facility, and create a new water quality detention pond that will capture their stormwater runoff.
m)	The adequacy of water, drainage, sewerage facilities, solid waste disposal, and other utilities necessary for essential services to residents and occupants.
	The applicant is in the process of negotiating a wastewater agreement with the City in order to secure LUEs for the site. Furthermore, the applicant will provide all utilities and facilities required of the development and they will be constructed in accordance with the public improvement plans. The development will also manage drainage, providing stormwater detention and water quality facilities per City and TCEQ regulations.
n)	Consistency with the comprehensive plan.
	The comprehensive plan and future land use plan does not address this specific parcel' however, the intersection of US 290 and Roger Hanks Parkway is called out as a mixed use activity center, and the as-yet undeveloped property to the west is designated for medium density residential. The project proposed for this PDD would have higher-activity uses located at the hard corner of 290 and Roger Hanks, and elsewhere residential uses that are harmonious with existing/proposed adjacent uses.

<b>Commission Recommendations:</b>	<p>The DAWG's primary concern was density (in this region of the city), parkland, wastewater, and vehicle parking metrics.</p> <p>The Transportation Committee recommended approval at the May 2022 meeting;</p> <p>The Parks &amp; Recreation Commission recommended approval at their June 6, 2022 meeting.</p> <p><b>At the Planning &amp; Zoning Commission's Meetings on June 14, 2022 and June 28, 2022 the Commission had various questions related to this project including impervious cover, transportation issues, and how to keep this a rental community. There was also a request to look at an increased buffer on the Eastern border. In response to these requests: (1) impervious cover has been added to the PDD; (2) Offsite Road negotiations have been continued and the main outstanding issues are finalizing the Creek Road contribution and determining who pays for the relocation of the Hays County driveway; (3) deed restrictions will make this a rental community; and (4) units have been changed on the Eastern border as can be seen on the new concept plan. P&amp;Z recommended approval so long as the Wastewater Agreement and Roadway Agreement are finalized.</b></p>
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<b>Actions by Other Jurisdictions/Entities:</b>	
<b>Previous Action:</b>	The City approved an MOU (Memorandum of Understanding) in October 2021, which was implemented to serve as the approved outline of the project as it relates to the essential elements. That document memorialized the applicant's intentions to construct "...a mix of up to 240 attached and detached single family residential dwellings, dedicated trails, parkland, an amenity center, and other amenities benefitting the residents of the project." Additionally, there is a commercial portion of no less than 5.8 acres. The City Council reviewed the item for discussion purposes on July 5, 2022.
<b>Recommended Action:</b>	Staff recommends approval of the PDD in conjunction with related agreements.
<b>Alternatives/Options:</b>	
<b>Budget/Financial Impact:</b>	The City will gain additional property tax, roads, trails, utility infrastructure, park development fees, and various development fees.
<b>Attachments:</b>	<ul style="list-style-type: none"> <li>- Proposed Planned Development District</li> <li>- Exhibits</li> <li>- Staff Report</li> <li>- Public comments</li> </ul>
<b>Related Documents at City Hall:</b>	Zoning Application
<b>Public Notice Process:</b>	Notice for the June 28, 2022 and July 19, 2022 public hearings were published in the newspaper and on the City's Website.
<b>Public Comments:</b>	None to date.
<b>Enforcement Issues:</b>	N/A
<b>Comprehensive Plan Element:</b>	This property is not specifically listed on the Future Land Use Map, but is located between a node reserved for mixed use activity center to the north-northeast and Medium Density Residential proposed to the west-southwest.

9600 Escarpment Blvd., Suite 745-4  
Austin, Texas 78789

Date: 06.03.22  
Project: New Growth at  
Roger Hanks Park  
City of Dripping Springs  
Parkland Dedication Plan

## MEMORANDUM

To: Howard Koontz, City of Dripping Springs City Planner  
Laura Mueller, City of Dripping Springs City Attorney

Cc: N/A

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This memo serves as follow-up correspondence to the review by LUCK Design Team, LLC of the New Growth at Roger Hanks Park Parkland Dedication Plan submitted May 31, 2022. Please see attached Parkland Dedication Plan Narrative and site plans.

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After review we have the following observations and recommendations:

1. At 240 proposed residential units, the amount of parkland required per ordinance is 10.43 acres.
2. A total of 10.52 acres of physical land is being dedicated to the City as public parkland, itemized as shown below:
  - a. Public Parks = 4.89 acres
  - b. Public Open Space = 1.28
  - c. Amenity Pond = 2.47 acres
  - d. Private Parkland = 1.88
3. The amount of parkland dedication acreage exceeds ordinance requirements by 0.09 acres.
4. The parkland development fee required by ordinance for the 240 units is \$155,520. The developer has indicated that the full amount of that parkland development fee will be paid.
5. Public parkland will have a 5' wide concrete trail with benches and picnic tables and will be left in a primarily natural state.
6. Park amenities on private parkland include the following:
  - 3,000 square foot Class A clubhouse amenity facility
  - 1,500 square foot resort-style pool
  - Community high-speed Wi-Fi
  - Yoga/fitness rooms
  - Barbecue grills/outdoor kitchen with ramada shade structure
  - Indoor and outdoor lounge areas
  - Central linear park for passive recreation connected to club amenity
  - Pocket parks and walking paths

- Bike racks
- Benches and seating
- Electric car charging stations

7. A 10' trail connection along the west side of Roger Hanks Parkway is proposed by the developer to be in compliance with the City of Dripping Springs Official City-Wide Trails Plan dated August 26, 2020. This trail surface is concrete.

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We recommend Parks and Recreation Commission approval of the New Growth at Roger Hanks Park Parkland Dedication Plan.

Prepared By: Brent Luck

**City Draft “City Council”**

**PLANNED DEVELOPMENT DISTRICT No. 15**  
**New Growth – Roger Hanks Parkway**

Planned Development District Ordinance

Approved by the Planning & Zoning Commission on:

\_\_\_\_\_, 2022.

Approved by the City Council on:

\_\_\_\_\_, 2022

**THIS PLANNED DEVELOPMENT DISTRICT ORDINANCE** (“Ordinance”) is enacted pursuant to City of Dripping Springs Code of Ordinances, Article 30.3.

**WHEREAS**, the Owner is the owner of certain real property consisting of substantially all of the lots in Roger Hanks Park, a subdivision in Hays County, Texas located within the City Limits of the City of Dripping Springs (“City”), in Hays County, Texas, and as more particularly identified and described in *Exhibit “A”* (the “Property”) to *Attachment “A”*; and

**WHEREAS**, the Property is currently platted and it will be re-platted and developed by Owner, its affiliates or their successors and assigns, for construction and use in general accordance with the PD Master Plan shown as *Exhibit “B”* to *Attachment “A”*; and

**WHEREAS**, the Owner, its affiliates or their successors and assigns intends to develop a master-planned residential rental community that will include a mix of land uses, together with parkland and roadway connections described herein;

**WHEREAS**, the Property was zoned C-4 in 2004, which zoning classification was renamed to CS in 2006. Owner has submitted an application to the City to create a Planned Development District (“PDD”) covering the Property, designating it “PDD – 15; and

**WHEREAS**, after public notice, the Planning and Zoning Commission conducted a public hearing and recommended approval on June 28, 2022; and

**WHEREAS**, pursuant to the City’s Planned Development Districts Ordinance, Article 30.03 of the City’s Code of Ordinances (the “PD Ordinance”), the Owner has submitted a PD Master Plan that conceptually describes the Project, which is attached to this Ordinance as *Exhibit “B”* to *Attachment “A”*; and

**WHEREAS**, this Ordinance, PD Master Plan, and the Code of Ordinances shall be read in harmony, will be applicable to the Property, and will guide development of the Property; and

**WHEREAS**, the City Council has reviewed this proposed Ordinance, the PD Master Plan, for Roger Hanks Park and has determined that it promotes the health, safety, and general welfare of the citizens of Dripping Springs; complies with the intent of the City of Dripping Springs Comprehensive Plan; and is necessary in light of changes in the neighborhood; and

**WHEREAS**, the City Council finds that this proposed Ordinance ensures the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes under Code § 30.03.004: provides for a superior design of lots or buildings; provides for increased recreation and/or open space opportunities for public use; provides



amenities or features that would be of special benefit to the property users or community; protects or preserves natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, hills, views, and wildlife habitats; provides an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and meets or exceeds the present standards of this article;

**WHEREAS,** the City Council is authorized to adopt this Ordinance in accordance with Texas Local Government Code Chapters 51 and 211; and

**WHEREAS,** the Ordinance has been subject to public notices and public hearings and has been reviewed and approved by the City's Planning and Zoning Commission.

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

## **1. FINDINGS OF FACT**

The City Council finds that the facts and matters in the foregoing recitals are true and correct; and, are hereby incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

## **2. ENACTMENT**

- A. Zoning District Created.** PDD – 15 is hereby established consistent with *Attachment "A,"* which is attached hereto and incorporated into this Ordinance for all intents and purposes. Code of Ordinances Chapter 30, Exhibit A [Zoning Ordinance], § 3.1 [Zoning Districts] is hereby amended to add the zoning district identified as PDD – 15.
- B. Zoning Map Amended.** The official zoning map of the City is hereby amended to demarcate the boundaries of PDD – 15 consistently with the boundaries of the Property delineated in the Property Legal Description, *Exhibit "A"* to *Attachment "A"*.
- C. PD Master Plan Approved.** The PD Master Plan attached as *Exhibit "B"* to *Attachment "A"* is hereby approved. The PD Master Plan, together with *Attachment "A"*, constitutes the zoning regulations for the Project. All construction, land use and development of the Property must substantially conform to the terms and conditions set forth in the PD Master Plan, this Ordinance, *Attachment "A"* and the exhibits. The PD Master Plan is intended to serve as a guide to illustrate the general vision and design concepts. The PD Master Plan is to serve as the conceptual basis for the site plan(s) subsequently submitted to the City seeking site development permit approval. If this Ordinance and the PD Master Plan conflict, this Ordinance controls. This approval shall not be interpreted as approval of a variance, utility sources, or other site plan or plat requirements without specific reference in the ordinance or variance chart, or in future approvals.

- D. Administrative Approval of Minor Modifications.** In order to provide flexibility with respect to certain details of the development of the Project, the City Administrator is authorized to approve minor modifications. Minor modifications do not require consent or action of the Planning & Zoning Commission or City Council. Examples of minor modifications include the slight adjustments to the internal street and drive alignments in accordance with Section 2.5.2 Roadway Alignments; orientation of buildings within the residential sections of the development; and adjustments that do not result in overall increases to traffic, density, or impervious cover or a decrease in parkland, trails, or open space in excess of two acres, and that otherwise comply with the Applicable Rules. The City Administrator may approve minor modifications in writing following consultation with the Development Review Committee. City Administrator may refer a dispute concerning a Minor Change to the Planning and Zoning Commission for recommendation and the City Council for final approval including the question of whether a change is a minor modification.
- E. Code of Ordinances.** The Code of Ordinances shall be applicable to the Project, except as specifically provided for by this Ordinance, *Attachment “A”*, or the PD Master Plan.
- F. Resolution of Conflicts.** The documents governing the PDD should be read in harmony to the extent possible. If a conflict arises between the charts included in the exhibits and the illustrations contained in the exhibits, the charts shall control. If a conflict arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.
- G. Attachments and Exhibits Listed.** The following attachment and exhibits thereto are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

*Attachment “A”* – Planned Development District No. 15 and Zoning Map

<b>Exhibit A</b>	<b>Property Legal Description</b>
<b>Exhibit B</b>	<b>PD Master Plan</b>
<b>Exhibit C</b>	<b>Parks, Trails and Open Space Plan</b>
<b>Exhibit D</b>	<b>PD Code Modifications Chart</b>
<b>Exhibit E</b>	<b>PD Street Standards</b>
<b>Exhibit F</b>	<b>Water Quality Buffer Zones</b>
<b>Exhibit G</b>	<b>PD Uses Chart</b>
<b>Exhibit H</b>	<b>Transportation Plan</b>
<b>Exhibit I</b>	<b>CSP Grading</b>

### 3. REPEALER

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

### 4. SEVERABILITY

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

## **5. PENALTY**

Any person, firm, association or persons, company, corporations or their agents or employees violating or failing to comply with any of the provisions of this Ordinance may be subject to a fine pursuant to Section 54.001 of the Texas Local Government Code, upon conviction of not more than Two Thousand Dollars (\$2,000.00). The foregoing fine may be cumulative of other remedies provided by State law, and the power on injunction as provided by Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this Ordinance whether or not there has been a complaint filed.

## **6. CODIFICATION**

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

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

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapters 52 and 211 of the Texas Local Government Code.

## **8. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon approval by the City Council and publication as required by law.

**PASSED & APPROVED** this, the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by a vote of \_\_\_\_ (ayes) to (nays) to \_\_\_\_ (abstentions) of the City Council of Dripping Springs.

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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

## *Attachment “A”*

# City of Dripping Springs

## CODE OF ORDINANCES

### ARTICLE 30.03: PLANNED DEVELOPMENT DISTRICTS

#### PLANNED DEVELOPMENT DISTRICT NO. 15:

##### ARTICLE I. GENERAL PROVISIONS

- 1.1. Popular Name.** This Chapter shall be commonly cited as the “PDD –15 Ordinance”, also referred to as “this Ordinance” herein.
- 1.2. Scope.** This Ordinance applies to the Property.
- 1.3. PD Master Plan.** The PD Master Plan has been approved by the City and shall guide permitting, development, and use of the Property, as more particularly described in Exhibit “A”.
- 1.4. Definitions.** Words and terms used herein shall have their usual meaning except as they may be specifically defined herein, or, if capitalized and not defined herein, as defined in the Code (hereinafter defined):

**City:** The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.

**City Administrator or Administrator:** The chief administrative officer of the City of Dripping Springs, Texas. The term also includes the Deputy City Administrator and City Administrator’s designee.

**City Architect:** The licensed professional Architect, or firm of licensed professional consulting Architects, that have been specifically employed by the City to assist in architectural and exterior design-related matters. This term shall also apply if the City retains a person to perform the functions of City Architect as an official City employee.

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

**City Engineer:** The person or firm designated by the City Council as the engineer for the

City of Dripping Springs, Texas.

**Code, City's Code of Ordinances or City of Dripping Springs Code of Ordinances:**

The entirety of the City's ordinances, regulations and official policies in effect at the time of the Effective Date except as modified by the Project Approvals and variances granted under this Ordinance. This term does not include Building Codes, Sign Ordinance, the Water Quality Protection Ordinance, Lighting Ordinance, Base Zoning District and Zoning Regulations, Subdivision Ordinance, Site Development Ordinance, or regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.

**Commercial Area:** The area of approximately 5.80 acres adjacent to U.S. Highway 290 marked as Commercial/Retail Parcel in **Exhibit "B"**.

**Exterior Design and Architectural Standards Ordinance:** Article 24.03, Exterior Design and Architectural Standards, of Chapter 24, Subdivisions and Site Development of the City of Dripping Springs Code of Ordinances.

**Dripping Springs Technical Criteria:** The criteria adopted in Article 28.07 of the City of Dripping Springs Code of Ordinances that includes technical criteria standard specifications and adopted in Ordinance 2019-39 and as modified.

**Dwellings and Dwelling Site:** The Project will be composed of up to 240 single family rental Dwellings. Some Dwellings will be detached, some will be attached. Each Dwelling Site shall be composed of either (i) a single Dwelling in the case of a detached Dwelling or (ii) multiple Dwellings in the case of attached Dwellings. A Dwelling Site shall have no more than 6 attached Dwellings.

**Effective Date:** The Effective Date of this Ordinance shall be the date of approval by the City Council and publication as required by law.

**Impervious Cover:** Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevent infiltration as determined by City Engineer. For purposes of compliance with this document, the term expressly excludes storage tanks for rainwater collection systems.

**Impervious Cover Percentage:** The percentage calculated by dividing the total acres of impervious cover on the Property by the total number of acres included in the Property.

**Landscaping Ordinance:** Landscaping and Tree Preservation ordinance provisions in the Subdivisions and Site Development Codes of the City of Dripping Springs Code of Ordinances at the time of the Effective Date.

**Outdoor Lighting Ordinance:** Article 24.06, Outdoor Lighting, of Chapter 24 of the City of Dripping Springs Code of Ordinances at the time of applicable permit application



submitted.

**Owner: DS Propco Owner LP, a Delaware Limited Partnership,** and its successors and assigns as subsequent owners of any portion of the Property.

**Parks, Trails and Open Space Plan:** As incorporated herein as *Exhibit C*.

**Project:** A land use and development endeavor proposed to be performed on the Property, as provided by this Ordinance and generally depicted on the PD Master Plan on *Exhibit B*.

**Project Approvals:** The approvals, waivers, and exceptions to the Applicable Rules approved by the City with respect to the development of the Property, as set forth on *Exhibit D*".

**Property:** The land as more particularly described in *Exhibit "A"*.

**Residential Area:** The area of approximately 25.38 acres marked as Residential Area in *Exhibit "B"*.

**TCEQ:** The Texas Commission on Environmental Quality, or its successor agency.

**TIA:** Traffic Impact Analysis, as specified in Chapter 28, Article 28.02: Exhibit A-Subdivision Ordinance, Section 11.11 of the Dripping Springs Code of Ordinances.

**TxDOT:** The Texas Department of Transportation or its successor agency.

**Water Quality Protection Ordinance:** Article 22.05 of Chapter 22, General Regulations of the Code.

## ARTICLE II. DEVELOPMENT STANDARDS

**2.1. General Regulations.** Except as otherwise provided in this Ordinance and the PD Master Plan, the Property shall be governed by the site regulations and development standards contained in the Code of Ordinances.

**2.2. Permitted Uses.**

**2.2.1 Base Zoning:** The base zoning district for the Property shall be CS that was in effect in 2006, which shall be the basis for all zoning specifications not addressed in this Ordinance or the PD Master Plan. The base zoning district uses have been modified by this PDD.

**2.2.2 Allowed Uses:** Those uses listed in the PD Uses Chart attached as *Exhibit G* are hereby permitted by right within the Project.

**2.3. Design Specifications:**

**2.3.1 Minimum Lot Area:** 1,815 square feet per dwelling unit, not to exceed 24 dwelling units per acre, calculated on gross residential acreage/Commercial portion shall comply with CS zoning.

**2.3.2 Building Height.** Buildings shall not exceed 2 ½ stories or 40 feet, whichever is less, measured from the average elevation of the existing grade of the building to the highest point of a flat or multi-level or as defined in Section 28.05.004 of the 2017 City of Dripping Springs Code of Ordinances.

**2.3.3 Minimum Dwelling Site Width:**

- a. Detached Dwelling Site:** 20 feet measured across the front building facade.
- b. Attached Dwelling Site:** 20 feet measured across the front building façade and multiplied by the number of dwellings within the attached Dwelling Site.

**2.3.4 Residential Setbacks.** Building setbacks shall be as follows:

- a. Minimum Front Yard:** Building setbacks shall be fifteen (15) feet from the street right of way.
- b. Minimum Side Yard:** Building setbacks shall be fifteen (15) feet from perimeter lot lines.
- c. Minimum Rear Yard:** Building setbacks shall be ten (10) feet from perimeter lot lines. However, the Rear Yard setback for the residential lot east of Roger Hanks Parkway shall be twenty (20) feet from perimeter lot lines.
- d. Maximum Height of Fence within front Street Yard:** Four (4) feet along Roger Hanks Parkway, Lake Lucy Loop, and Hamilton Crossing consisting of decorative metal or comparable material with transparency.
- f. Maximum Height of Fence Outside Street Yard:** Six (6) feet; provided, however, Dwelling Sites that are contiguous to the boundaries of the Property may have an eight (8) foot maximum height of fence outside street yard if approved at discretion of the Development Review Committee in select locations. In addition, fences are permitted within side and rear yards.

**2.3.5 Building Separation.** Minimum building separations front to rear and rear to rear shall be fifteen (15) feet within which residential patios, flatwork, and fences may be placed. Minimum building separations side to side shall be ten (10) feet within which residential patios, flatwork, and fences may be placed. Roof eaves may extend into minimum building separations two (2) feet.

**2.3.6 Cut & Fill.** Cut and fill in excess of six (6) feet and up to twelve (12) shall be permitted in general conformance with the conceptual grading plan attached as Exhibit I. Cut and fill for building foundations and SWM / WQ ponds may exceed twelve (12) where required. To be allowable, the City Engineer must first review and approve the structural stability, the aesthetics, and the erosion prevention techniques to be utilized for all cuts and fills exceeding six feet (6') of depth.

**2.3.7 Parking.**

- a. Residential Parking.** Development of the Property shall include parking at a minimum of –

One bedroom - one and a half (1.5) spaces.

Two bedrooms - two (2) spaces.

Two + bedrooms - two and a half (2.5) spaces.

Plus an added five percent (5%) of the total number of required spaces for the development.

A minimum of 50% of residential units shall include an attached garage stall. Tandem spaces shall count toward required parking.

- b. Commercial.** If it is determined by City staff that the development of the private amenity center requires parking to be provided, the quantity of spaces shall be determined under section 5.6.2 (12) Commercial amusement (outdoor) of the City's Zoning Ordinance. On-street parallel parking spaces shall be permitted to count toward the determined required parking spaces to service the amenity center.

- c. Dual Use.** The Commercial Area shall include a minimum of twelve (12) parking spaces designated as dual use for the planned public park area, active recreation and commercial uses. Dual use parking spaces may count toward Commercial Area required parking.

**2.3.8 Exterior Design & Architectural Standards:** Design of all buildings shall follow the design review and approval process as outlined in the City Exterior Design and Architectural Standards Ordinance Sec. 24.03 of the City Code of Ordinances. Residential buildings and elevations internal to the development are not subject to Division 2 Standards from Sec. 24.03, except as specifically provided in the subsections below. Design review and approval process shall be as defined in Sec. 24.03.012.

- a. Design of Residences:** The following requirements shall apply to Primary Elevations. These elevations are those facing public streets. For this development, facades facing Roger Hanks Parkway, Lake Lucy Loop, and Hamilton Crossing are considered Primary Elevations.

- i. **Building forms and materials.** Primary building forms and massing shall be consistent with the Hill Country Farmhouse Style with clean simple forms. Primary Elevations shall consist of 50% stone masonry and glazing with the remainder to be cementitious siding, wood or stucco. The 50% stone masonry and glass requirement shall be calculated across the length of a block or building. All other facades not determined to be Primary Elevations shall consist of stone, stucco, wood or cementitious siding.
  - ii. **Articulation.** All Primary Elevations that exceed 55' in length shall contain wall plane articulation with a minimum offset of 18".
  - iii. **Roof forms.** All primary roofs shall be sloped with a pitch of no less than 4:12. The sloped roof shall cover the entirety of the building footprint. Roof designs shall be a mixture of simple gable and shed forms, with shed roofs primarily covering porch spaces.
  - iv. **Colors.** Building color schemes shall be predominately of neutral hues and subdued tones, consistent with the Hill Country Farmhouse Style. Elevations may contain an off-white color.
  - v. **Porches.** Porch elements shall be provided on every dwelling's Primary Elevation. These elements shall be a minimum of 60 square feet and shall include a minimum usable depth of 5'. To accommodate residential porches, eaves and roof extensions or a porch with associated posts or columns may project into the required front yard setback or public utility easement for a distance not to exceed four feet.
- b. **Commercial, Leasing & Amenity Center Buildings:** Design of all buildings for commercial uses, including the Leasing and Amenity Center Buildings, shall meet the requirements of the City Exterior Design and Architectural Standards Ordinance Sec. 24.03 of the City Code of Ordinances.
- i. Alternative Design Standards for any building type may be developed in order to create unique or enhanced design standards with equivalent or increased aesthetic effect. The considerations and findings for approval and the approval and appeal process for an Alternative Design Standard shall be as provided in Sec. 24.03.007. Such Alternative Design Standards shall incorporate the building material preferences and incentives as defined in Sec. 24.03.053(c)
  - ii. Additional requirements for Leasing Building facing Lake Lucy Loop. In addition to the items noted above, the Leasing Building Primary Elevation facing Lake Lucy Loop shall consist of 80% stone masonry and glazing with the remainder accent materials to be cementitious siding, wood or stucco.

**2.3.9 Density of Development:** With respect to the density of the Project, Owner will have the right to develop the Land at a density not to exceed 240 Dwellings.

**2.3.10 Parkland:** The Project will include approximately 10.43 acres that will be dedicated for Public and Private Parkland, the area being shown more fully on ***Exhibit “C”*** attached hereto and incorporated herein for all purposes (the “Parkland”). Owner has prepared a Parks, Trails and Open Space Plan which has been approved by City.

### **2.3.11 Landscape and Site Design.**

- a. **Pedestrian Amenities.** Pedestrian amenities will be incorporated into the community to serve residents on-site. Amenities will include a central linear park for passive recreation connected to club amenity, barbecue grills, pocket parks, walking paths, bike racks, trash receptables, benches and seating.
- b. **Signage.** Any architectural signage elements or treatments, whether integral to the building or freestanding, shall be designed to be consistent with the building architecture and the Hill Country environment, and shall be communicative, appropriately scaled, and not garish. All signage shall comply with the City Code of Ordinances unless otherwise approved through variance approvals or a Master Sign Plan.
- c. **Parking Lot & Street Trees.** The number of required residential street trees shall be one (1) 2 and ½ inch caliper size tree per dwelling unit. Parking lot trees may count toward the number of required trees per residential unit on-site.
- d. **Landscape Buffer.** The project’s landscape buffer shall be located on both sides of Roger Hanks Parkway only. The landscape buffer width shall be twenty-five (25) feet and measured from the edge of pavement.
- e. **Building Equipment.** Ground floor HVAC equipment shall be reasonably screened from public ROW using privacy fences or vegetative living screens as effective methods.

### **2.3.12 Impervious Cover.**

- a. **Residential Area.** The Residential Area shall have an impervious cover that does not exceed sixty percent (60%) over the entire Residential Area. An impervious cover and LUE tracking chart shall be submitted as an exhibit with each plat filed indicating the amount of impervious cover proposed for the Residential Area, the amount associated with prior platted areas, and the amount associated with the area subject to such plat.
- b. **Commercial Area.** The Commercial Area shall have an impervious cover that does not exceed seventy percent (70%) over the Commercial Area. An impervious cover and LUE tracking chart shall be submitted as an exhibit with each plat filed indicating the amount of impervious cover proposed for the Residential Area, the amount associated with prior platted areas, and the amount associated with the area subject to such plat.



**2.4 Parks, Trails and Open Space.** Parkland and open space and associated improvements shall be in accordance the standards shown on **Exhibit “C”** attached hereto. A Master Parks and Trails Plan shall be submitted to the City for approval prior to approval of the re-plat for the Project. The Master Parks and Trails Plan shall address all issues regarding public dedication, public access, and maintenance.

## **2.5 Access.**

**2.5.1 Traffic Impact Analysis.** Property Owner has provided to the City, and the City will approve the Traffic Impact Analysis upon complete submission and Owner’s clearing of all comments prior to submission of the replat application for the development. The project shall be constructed as required by this ordinance and the traffic impact analysis.

**2.5.2 Roadway Alignments:** The roadway alignments shown on the PD Master Plan are approved by the City. All roadways and driveways not shown on the PD Master Plan shall be subject to the approval of the City Administrator, which approval shall not be unreasonably withheld.

**2.5.3 Street Standards:** The standards for the various street widths and related landscaping and walkways are depicted on **Exhibit E**.

**2.6 Utilities.** All proposed utilities within the Property will be located underground (other than above-ground appurtenances to such underground utilities). All other issues related to utilities shall be finalized by separate agreement.

**2.7 Lighting and Signage.** All illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project shall comply with Article 24.06 of the City’s Code of Ordinances (“Outdoor Lighting Ordinance”), as may be amended, from time to time. To the extent any portion of this Ordinance conflicts or is inconsistent with the Outdoor Lighting Ordinance, the Outdoor Lighting Ordinance shall control without variance approval. Owner, homeowners, end users and/or a Property Owner Association will be required to operate and maintain the lighting within the Project according to the Applicable Rules. A Master Sign Plan or variance application shall be submitted for City approval prior to the placement of any signs that are not in compliance with either (i) the City’s Sign Ordinance or (ii) the variances described in the PD Modifications Chart attached hereto as **Exhibit D**.

**2.8 Tree Preservation:** Landscaping Ordinance: Article 28.06, Landscaping and Tree Preservation, of Chapter 28, Subdivisions and Site Development of the City of Dripping Springs City Code shall apply to the project except as modified by this Agreement. Full tree survey to be submitted with each plat application.

**2.8.1 Tree Replacement Plan:** The Tree Replacement Plan shall be in accordance to the City of Dripping Springs Code of Ordinances – Chapter 28, Article 28.06 Landscaping and Tree Preservation.

**2.9 Water Quality:** Owner agrees to implement and comply with the City's Water Quality Protection Ordinance in place on the Effective Date except as modified by this Agreement in Exhibit D and elsewhere.

## **2.10 Tree Planting**

- (a) Landscaping for the Project should be installed at an appropriate time of year, to maximize the survivability of the material being planted. If the infrastructure construction activities are completed, save for the installation of trees, shrubs, ornamental ground covers, perennials, and annuals, from March 1 thru September 1, the City Administrator, or designee, at the option of Owner, may accept a fiscal deposit of the amount equal to the cost of purchasing and installing these materials in lieu of the installation of trees and other landscaping required for the issuance of a certificate of occupancy or certificate of completion, as appropriate; or, the City Administrator may accept an escrow equal to the cost of purchasing and installing the trees and other required landscaping. The City shall only accept the fiscal deposit or escrow if an erosion control plan consistent with section 28.04.016 of the Code has been reviewed and accepted by the City Administrator. Failure to maintain and adhere to an approved erosion control plan during the period March 1 – Sept. 1 shall be deemed a violation and the fines and penalties under section 28.06.009 of the Code shall apply.
- (b) Upon the request that the City accept a fiscal deposit in lieu Owner shall provide the City Administrator with written documentation from an entity that sells trees and landscaping the cost of purchasing and installing the trees and other landscaping required by the Code.
- (c) If no cost for the installation of trees and landscaping required by the Code is provided to the City, the City shall require a fiscal deposit equal to 66% of the cost of the trees and landscaping to be delivered to the City as the installation cost in addition to the cost to purchase the trees and landscaping.
- (d) Any fiscal deposits for trees and landscaping paid to the City pursuant to this section shall be held in escrow. The escrow may be drawn upon by the City to implement tree and landscaping requirements for the depositing property owner, or the funds shall be released by the City to the depositing property owner or his/her/its designee to implement tree and landscaping requirements within 30 days of drawing upon the escrow. Failure to implement the tree and landscaping requirements within 30 days of release of the fiscal deposit to the depositing property owner shall be deemed a violation and the fines and penalties under section 28.06.009 of the Code shall apply.
- (e) Whenever necessary to enforce any provision of this section or implement tree and landscaping requirements on the depositing property owner's property, City staff, or the City's contractor, may enter upon depositing property owner's property at any reasonable time to inspect or perform any duty imposed by this section until such time the complete landscape package has been installed and accepted by the City. If entry is refused, the City shall have recourse to every remedy provided by law and equity to gain entry.

(f) The City is the custodian of any cash funds or bonds on deposit in the property owner's escrow account. The City has a fiduciary duty to the depositing property owner and may dispose of the escrowed funds only in accordance with this section.

## **EXHIBIT H**

Transportation Plan

[Traffic Impact Analysis delivered to City of Dripping Springs and TxDot for agency review]

## **EXHIBIT I – Conceptual Grading**



Drawing: C:\pwworking\DoucetAssociates\Projects\15752820\15 PRELIM GRADING EXHIBIT.dwg  
 Date: 08/08/2017  
 User: doucetj  
 Plot Number: 15752820 PRELIM GRADING EXHIBIT.dwg

Elevations Table				
Station	Horizontal Elevation	Horizontal Elevation	Area	Color
1	67.00	67.00	100.00	Red
2	67.00	67.00	100.00	Red
3	67.00	67.00	100.00	Red
4	67.00	67.00	100.00	Red
5	67.00	67.00	100.00	Red



Project No.	15752820
Sheet No.	1
Scale	1" = 100'
Author	J. Doucet
Checker	J. Doucet
Engineer	J. Doucet

**NewGrowth**  
 Multi-Family Development  
 Rodger Hanks Parkway, DRIPPING SPRINGS, TX

PRELIM GRADING EXHIBIT

**DOUCET & ASSOCIATES**  
 Civil Engineering - Planning - Geospatial  
 7401 S. Highway 71 W, Suite 140  
 Austin, TX 78735, Tel: (512) 483-2400  
 www.doucetengineers.com  
 TSP# Firm Number: 3927  
 TSP# Firm Number: 10160800





LEGEND

- 1-STORY RESIDENTIAL
- 2-STORY RESIDENTIAL

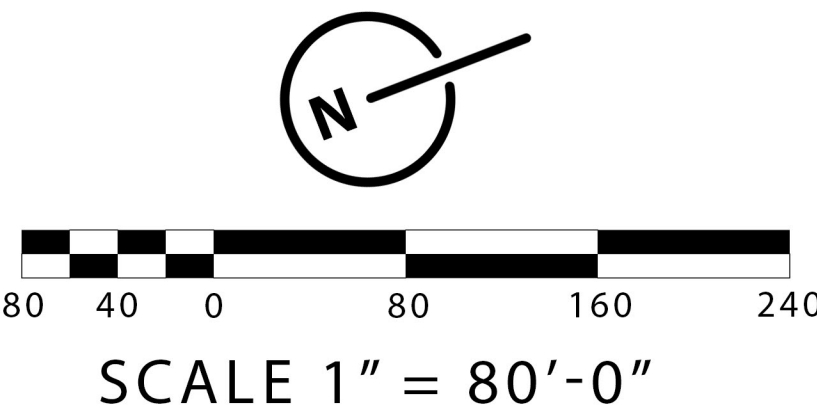
CONCEPTUAL PROJECT INFORMATION\*

TOTAL RESIDENTIAL AREA - 25.38 ACRES

RESIDENTIAL - 240 UNITS AT ± 9.50 DU/AC GROSS

- 1 BD DUET HOME - 1-STORY DUPLEX - 60 UNITS
- 2 BD COTTAGE HOME - 1-STORY ATTACHED GARAGE - 34 UNITS
- 2 BD COTTAGE HOME - 2-STORY ATTACHED GARAGE - 44 UNITS
- 3 BD COTTAGE HOME - 1-STORY ATTACHED GARAGE - 5 UNITS
- 3 BD COTTAGE HOME - 2-STORY ATTACHED GARAGE -36 UNITS
- TOWNHOMES - 2-STORY ATTACHED GARAGE - 61 UNITS

\*PROJECT DETAILS ARE REPRESENTATIVE AND MAY CHANGE BASED ON FURTHER ANALYSIS DURING THE DESIGN PROCESS



NEW GROWTH - ROGER HANKS PARK  
DRIPPING SPRINGS, TEXAS  
Illustrative Site Plan







PARKLAND SUMMARY			
<div></div> Residential	240 units		
<div></div> Commercial	5.8 A.C.		
Required Parkland Area:		10.43 acres	1 AC / 23 DUs
Parkland Credit Summary		Area	Dedication
Public Parkland			
<div></div> Dedicated Park Tract	4.89 acres	100% credit	4.89 acres
<div></div> Public Open Space	1.28 acres	100% credit	1.28 acres
<div></div> Amenity Pond	2.47 acres	100% credit	2.47 acres
Total Public Parkland Dedicated:		8.64 acres	8.64 acres
Private Parkland			
<div></div> Private Parkland	1.88 acres	100% credit	1.88 acres
<div></div> Private Open Space	0.66 acres	0% credit	0.00 acres
<div></div> Non-Amenity Pond	0.54 acres	0% credit	0.00 acres
Total Private Parkland :		3.08 acres	1.88 acres*
Total Private & Public Parkland Credits:			10.52 acres
Required Parkland Dedication:			10.43 acres
Delta:			0.09 acres
On-Site Amenity Improvements (Clubhouse, Pool Area, Trails)			Over \$1,300,000
Parkland Development Fee		Units	Calculation
Total Required Fee		240	\$648 / DU
			Total Fee
			\$155,520
<div></div> 5' Sidewalks and Trails	10,690 lf		
<div></div> Roadside 10' Concrete Trail	1,973 lf		

\*Private Parks can count up to 25% of total required parkland acreage.



**New Growth at Roger Hanks Park– Dripping Springs, Texas**

May 11, 2022

**PARKLAND AND OPEN SPACE CALCULATIONS****Property Overview**

New Growth at Roger Hanks Park is a planned mixed-use community located south of US 290 on Roger Hanks Parkway within the City of Dripping Springs. This property is known as the Roger Hanks Park subdivision, approved by all appropriate governmental authorities and utility providers and recorded on April 29, 2004. This project will be adopted under a PDD with all residential units being developed and leased as rental units. The Property is approximately 36.28 acres, and the Applicant is seeking City of Dripping Springs approval for the development of up to 240 residential rental units and a +/- 5.8 acre commercial tract.

New Growth provides parkland program elements for the benefit of its residents and the surrounding Dripping Springs community. The current Property is characterized as a mix of open ranchland pasture with a natural dry creek bed, ponds and varying topography on the western side of the tract. This drainage system ultimately feeds into Onion Creek to the south. The Property is covered with a mix of cedar (Ashe Juniper), live oak and cedar elm hardwoods.

The New Growth Parkland and Open Space Plan consists of a combination of private and public parkland and open space. The centerpiece of the public parkland component will be a 4.89 acre undisturbed open space lot dedicated to the City of Dripping Springs as public parkland. The Park meanders along the northwest portion of the property. It begins adjacent to US 290, follows a dry stream and a series of existing ponds that eventually flows offsite into Onion Creek. Five foot 5' wide concrete trails will be constructed for residents and visitors, allowing broad views of the native, undisturbed vegetation and wildlife attracted to the seasonal ponds.

Program elements to be constructed by the Applicant within the community include a private Clubhouse with exclusive amenities to be enjoyed by the residents. Additional Park elements will include open space areas with looped walking trails and preserved groves of shade trees. Benches and picnic tables will reside beneath the canopy for shaded seating. The Clubhouse and trail elements will help to reduce any potential burden the future residents of New Growth at Roger Hanks would otherwise place on existing City of Dripping Springs public amenity and trail facilities.

**Parkland Calculations**

Following is a summary of parkland improvements provided by New Growth:

**I. Parkland required by City of Dripping Springs' Code of Ordinances****1. Required**

- a. One (1) acre of parkland per 23 living unit equivalents (DU's), satisfied by cash or land dedication. Based on the maximum 240 residential units within the New Growth, a maximum of 10.43 acres of parkland credit shall be required.
- b. A Park Development Fee is required to be paid by the developer to meet the need for the active recreation parks. The fee is calculated by multiplying the number of dwelling units by \$648. The total required Parkland Development Fee for this project will be \$155,520 as shown on the submitted Parkland Exhibit.



## II. Proposed Parkland Program

### 1. Public Parks

A total of 4.89 acres is being dedicated to the City as a contiguous park lot on the northwest side of the property. Within this park lot is an existing 0.6 acres seasonal wet pond which will remain undisturbed. An additional 1.67 acres of amenity ponds will be constructed in this quadrant, creating a combined 6.49 acres of contiguous open space for parkland credit on the northwest side of the site.

In addition to the parkland in the northwest portion of the property, The Parkland and Open Space Plan public open space corridors will include:

- **Roadside Trails**  
A ten foot (10') wide concrete roadside trail constructed within the public ROW along the west side of Roger Hanks Parkway which traverses the property north to south. The concrete trail will extend to the south of Highway 290 along the western edge of Roger Hanks Parkway and strengthen the connectivity of the City of Dripping Springs' public trails system.
- **Off-road Trails**  
Within the public parks and open spaces, five foot (5') wide concrete sidewalks and trails will be constructed to create connectivity between the open spaces and the parks system.
- **Amenity Ponds**  
A part of the public open spaces includes ponds, which will be constructed with earthen berms and trail connections with seating areas maximizing views of the open spaces and wildlife. These amenity ponds receiving parkland credit are additionally surrounded by public open space and/or parkland with trails.

### 2. Private Parks and Open Spaces

The New Growth Parkland and Open Space Plan includes a clubhouse amenity facility which will provide private improvements including, but not limited to the following:

#### Exclusive Amenities:

- 3,000 square foot Class A clubhouse amenity facility
- 1,500 square foot resort-style pool
- Community high-speed Wi-Fi
- Yoga/fitness rooms
- Barbecue grills/outdoor kitchen with ramada shade structure
- Indoor and outdoor lounge areas
- Central linear park for passive recreation connected to club amenity
- Pocket parks and walking paths
- Bike racks
- Benches and seating
- Electric car charging stations





In addition to private parkland, private open spaces will be distributed throughout the Community. Some portions of the open space will provide stormwater detention. Due to poor access and visibility from the public right-of-way and public park system, these ponds are not considered as amenity ponds and are not being counted toward the parkland dedication acreage.

### III. Parkland Calculation Summary

Parkland Dedication Requirements: Based on parkland calculations required by the City of Dripping Springs Code, New Growth is required to provide 10.43 acres of total parkland.

Proposed Parkland Credit: As shown in the Parkland Open Space Plan, a total of 10.52 acres of public and private parkland credit shall be provided.

Total Residential Units:	240 units
Parkland Requirement:	10.43 acres (1 AC / 23 DUs)

Parkland Credit Summary	Total Area	Credit	Dedication
Dedicated Park Tract	4.89 acres	100% Credit	4.89 acres
Public Open Space	1.28 acres	100% Credit	1.28 acres
Amenity Pond	2.47 acres	100% Credit	2.47 acres
Public Parkland Credit	8.64 acres		8.64 acres
Private Parkland	1.88 acres	100% Credit	1.88 acres
Private Open Space	0.66 acres	0% Credit	0.00 acres
Non-Amenity Pond	0.54 acres	0% Credit	0.00 acres
Private Parkland Credit	3.08 acres		1.88 acres
Total Private and Public Parkland Credit			10.52 acres
Required Parkland Dedication			10.43 acres
Delta:			0.09 acres

### IV. Maintenance

All public and private open space and public and private parkland, including all constructed water quality ponds shall be maintained by the professional on-site property management staff. The public park tract on the northwest corner shall also be maintained by management staff through an access easement overlay (to be coordinated with the City). The management staff will be on site prior to any rental units being occupied. The costs required to maintain parks, open space trails, entry feature monuments, walls and public areas within the access easements will be covered and part of the on-site property management operating budget.



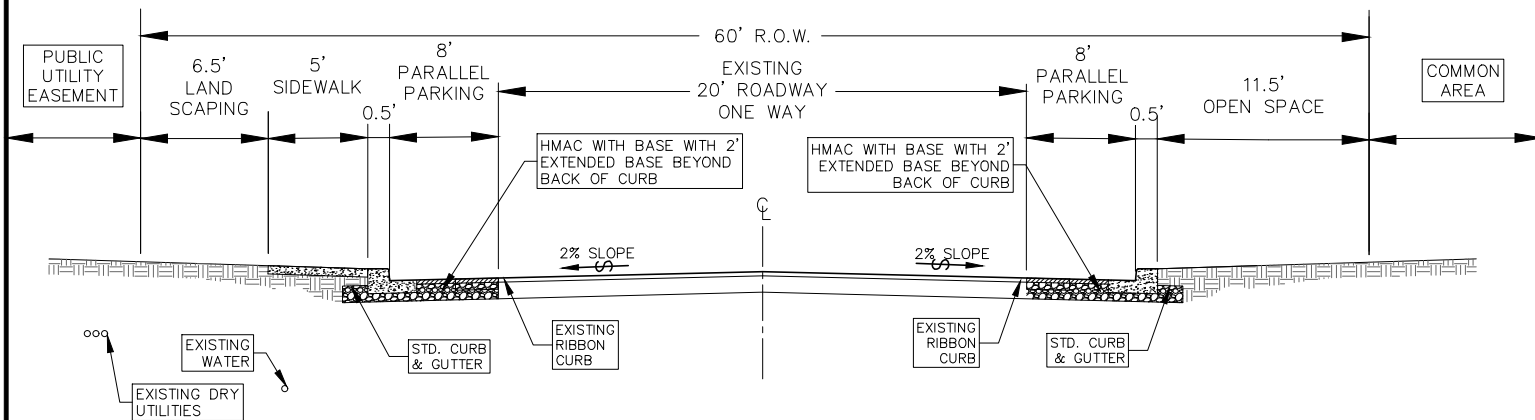
## V. Phasing

The residential portion of New Growth at Roger Hanks will be constructed without phasing, unless on-site wastewater treatment is required. The Clubhouse Amenity shall be constructed in conjunction with the first residential units which will relieve the use of the City's public facilities for the first families that move into the community.

# NEWGROWTH ROGER HANKS – LIST OF VARIANCES & ALTERNATIVE STANDARDS

#	Ordinance	Description	Requirement	Requested Variance	Justification
<i>Chapter 22, Water Quality Protection</i>					
1	22.05.015(c)(3)	Performance standards	Establishes 90% removal of total suspended solids, total phosphorus, and oil and grease	Use water quality BMPs that achieve a TSS removal of 89% and comply with the TCEQ Optional Enhanced Measures (OEM) load management requirements.	Providing stream buffers per the TCEQ OEM that exceed the City of Dripping Springs water quality buffer requirements. Including the LCRA Streambank Erosion Control volume in the water quality pond to protect natural waterways and habitat. Will create better use of the land, less long-term maintenance burden, more attractive water quality measures, and consistent with State standards.
<i>Chapter 28, Subdivisions and Site Development</i>					
2	(Exhibit A), 30.2	Performance Guarantees	Required for public improvements	The City of Dripping Springs will not require bonds to be issued to the City for public infrastructure owned and maintained by other jurisdictions. Owner will provide the City proof of performance bonds for infrastructure owned and maintained by other jurisdictions. Or the owner will provide the City with documentation that performance bonds are not required for infrastructure owned and maintained by other jurisdictions.	Performance standards will be provided to owner / user of public improvements if needed.
3	Section 22.05.016 (d)(1)	Impervious Cover	Items not considered impervious cover: Existing roads adjacent to development and not constructed as part of the development at an earlier phase;	Items not considered impervious cover: Existing road sections adjacent to and within the development as it exists before acceptance of this PDD. Any additional impervious cover required outside of the existing road section will be counted as new impervious cover only.	Allow for more enhanced green spaces by minimizing the footprint of water quality controls.
4	Section 28.04.018 (d)(1)	Cuts and Fills	No cut and fills in excess of 6'	Cut and fill in excess of six (6) feet and up to twelve (12) shall be permitted in general conformance with the conceptual grading plan attached as Exhibit I. Cut and fill for building foundations and SWM / WQ ponds may exceed twelve (12) where required. To be allowable, the City Engineer must first review and approve the structural stability, the aesthetics, and the erosion prevention techniques to be utilized for all cuts and fills exceeding six feet (6') of depth	Based on site conditions the proposed cut and fill in excess of 6' is isolated to a select area of the development as graphically depicted in Exhibit I

Chapter 30, Zoning					
5	3.12.4(b)	Size of Yards	CS base zoning minimum front, side, and rear yards	Residential Setbacks – Minimum Front Yard: Building setbacks shall be fifteen (15) feet from the street right of way. Minimum Side Yard: Building setbacks shall be fifteen (15) feet from perimeter lot lines. Minimum Rear Yard: Building setbacks shall be ten (10) feet from perimeter lot lines. However, the Rear Yard setback for the residential lot east of Roger Hanks Parkway shall be twenty (20) feet from perimeter lot lines.	Allows for minimum yards and building setbacks consistent with residential standards and the PD master plan
6	5.20	Limits of Buffer Areas	Buffer widths measured at Arterial and Collector Roadways	The project's landscape buffer shall be located on both sides of Roger Hanks Parkway only. The landscape buffer width shall be twenty-five (25) feet and measured from the edge of pavement	The priority for public facing streets is Roger Hanks Parkway. Development includes property on both sides of other public roadways adjacent to community
Roadway Standards					
7	CODS TCSS Section 2.2.1	Design Criteria for Transportation Facilities	Hays County Subdivision and Development Regulations, latest version	City of Austin Transportation Criteria Manual (TCM), as currently amended, or as otherwise specified by the City TMP.	Hays County criteria based on large rural subdivisions with higher design speeds. City of Austin TCM is better suited for urban subdivisions with slower design speeds.
8	Section 9.2.2(a)(1)	Side slopes on swales	No steeper than 1 vertical to 6 horizontal	No steeper than 1 vertical to 3 horizontal	Complies with City of Austin, Drainage Criteria Manual 6.4.1.D



## 60' R.O.W. LAKE LUCY LOOP

### TYPICAL SECTION

N.T.S.

Scale:	NTS
Designed:	JH
Drawn:	JBB
Reviewed:	RWP
Date:	5/5/2022

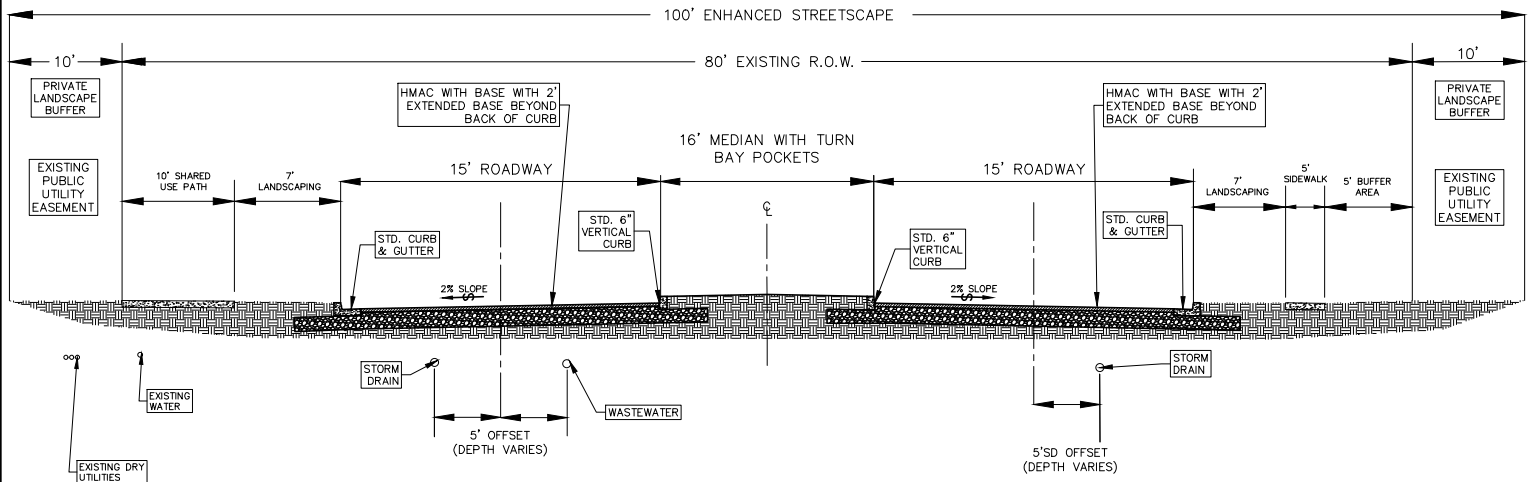
SHEET  
3  
OF 4

Project No:  
2256-001

NewGrowth  
DRIPPING SPRINGS, TEXAS

TYPICAL ROAD  
CROSS SECTION - 60' ROW  
LAKE LUCY LOOP

**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



**80' R.O.W. ROGER HANKS PARKWAY**  
**TYPICAL SECTION**  
**2 LANE MINOR ARTERIAL**  
**N.T.S.**

Scale: NTS  
 Designed: JH  
 Drawn: JBB  
 Reviewed: JG  
 Date: 5/5/2022

SHEET  
**1**  
 OF 4

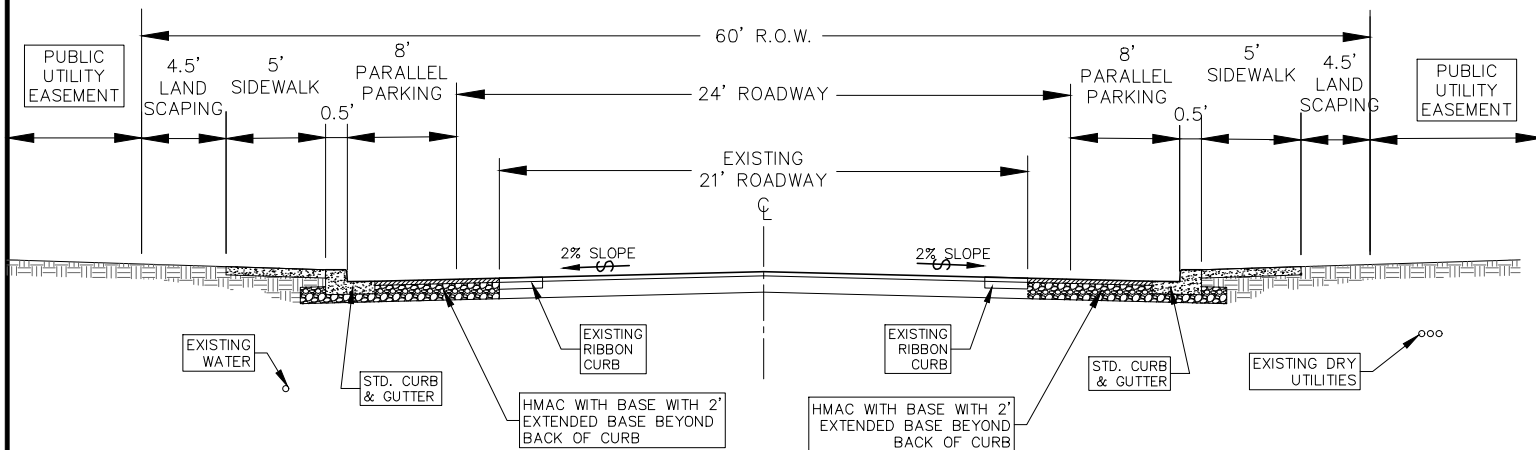
Project No:  
 2256-001

**NewGrowth**  
 DRIPPING SPRINGS, TEXAS

**TYPICAL ROAD**  
**CROSS SECTION - 80' ROW**  
**ROGER HANKS PARKWAY**

**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





**60' R.O.W. HAMILTON CROSSING**  
**TYPICAL SECTION**  
**2 LANE RESIDENTIAL COLLECTOR**  
**N.T.S.**

Scale: NTS  
 Designed: JH  
 Drawn: JBB  
 Reviewed: RWP  
 Date: 5/5/2022

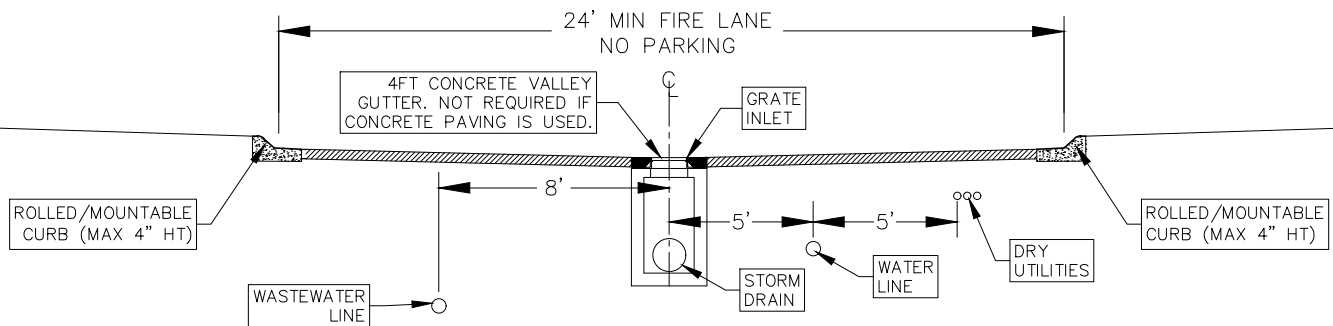
SHEET  
**2**  
 OF 4

Project No:  
 2256-001

**NewGrowth**  
 DRIPPING SPRINGS, TEXAS

**TYPICAL ROAD**  
**CROSS SECTION - 60' ROW**  
**HAMILTON CROSSING**

**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



## 24' PRIVATE DRIVE TYPICAL SECTION N.T.S.

Scale:	NTS
Designed:	JH
Drawn:	JBB
Reviewed:	RWP
Date:	5/5/2022

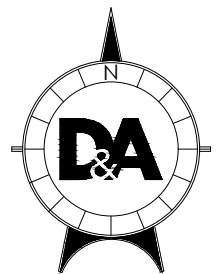
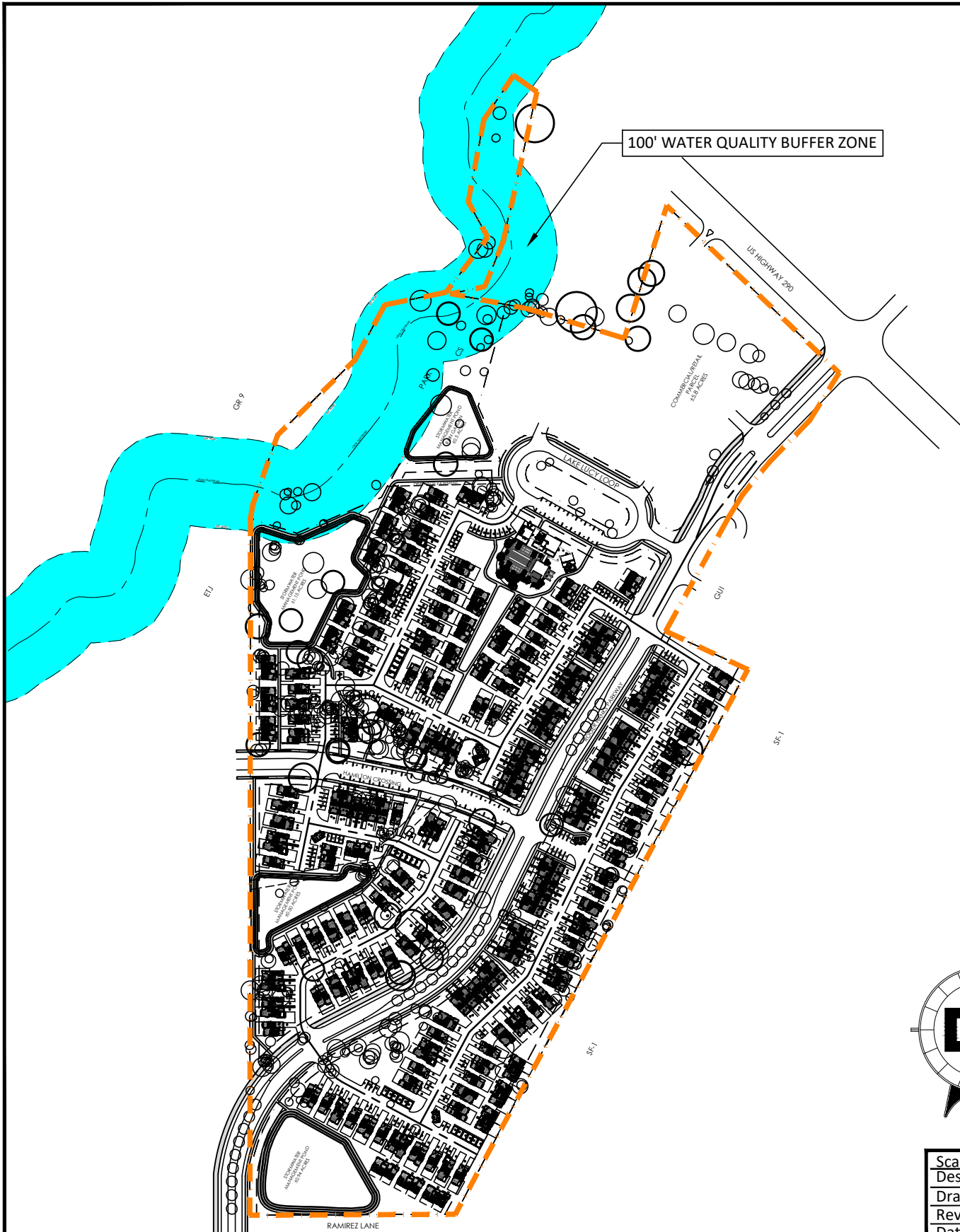
SHEET  
4  
OF 4

Project No:  
2256-001

NewGrowth  
DRIPPING SPRINGS, TEXAS

TYPICAL ROAD  
CROSS SECTION - 24' PRIVATE  
DRIVE

**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



Scale: NTS
Designed: JH
Drawn: JBB
Reviewed: RWP
Date: 7/7/21

## EXHIBIT G

### PD Uses Chart:

The uses permitted in described in zoning classification CS as adopted in 2004 are restricted in PDD –to only allow the following:

#### Residential Areas – +/- 25.38 acres:

- Rental Single-Family Dwelling, Detached;
- Rental Garden Home/Townhome, Attached;
- Rental Accessory Bldg/Structure (Residential);
- Home Occupation;
- Swimming Pool, Private;
- Community Center, Private; and
- Those uses listed in the City’s zoning ordinance for the MF District or any less intense residential district uses are hereby permitted by right within the Project, and others are designated as requiring a Conditional Use Permit (CUP).

#### Commercial Area – +/- 5.80 acres, being Lot 2, 3, 4, 5:

##### Permitted Uses:

- Those uses listed in the City’s zoning ordinance for the GR District or any less intense commercial district uses are hereby permitted by right within the commercial portion of the Project
- Financial institution
- Others uses are designated as requiring a Conditional Use Permit (CUP).

##### Excluded Uses:

- Permanent residential use, but hotel/overnight accommodations are permitted
- Psychic Reading Services
- Fire station
- Orphanage
- Amusement Services (Outdoor)
- Bingo Hall
- Bowling Center
- Automotive/vehicle related uses (sales, rental, servicing, repair)
- Mini-warehouse/self storage facilities
- Radio or television studio
- Upholstery shop



LEGEND

- 1-STORY RESIDENTIAL
- 2-STORY RESIDENTIAL

CONCEPTUAL PROJECT INFORMATION\*

TOTAL RESIDENTIAL AREA - 25.38 ACRES

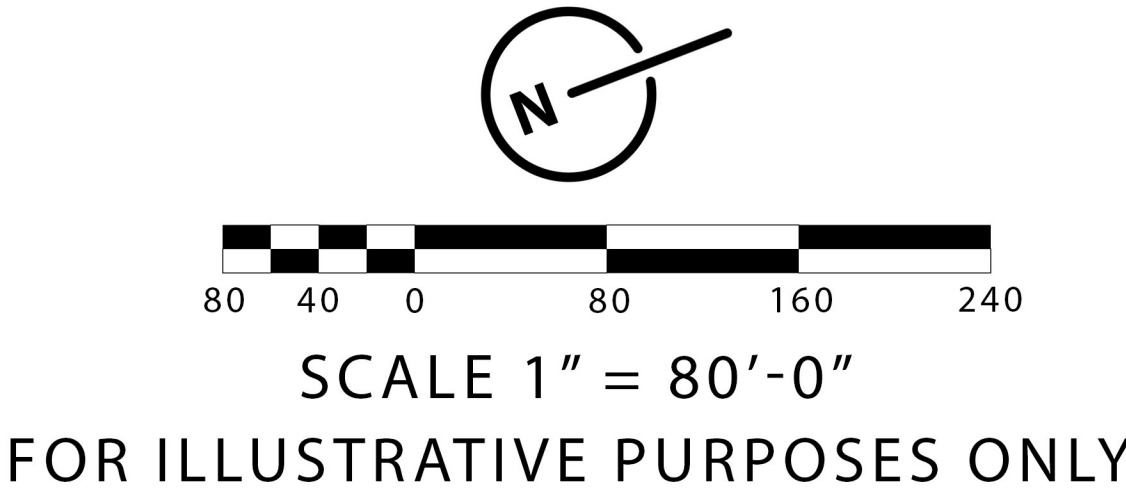
RESIDENTIAL - 240 UNITS AT ± 9.50 DU/AC GROSS

- 1 BD DUET HOME - 1-STORY DUPLEX - 60 UNITS
- 2 BD COTTAGE HOME - 1-STORY ATTACHED GARAGE - 34 UNITS
- 2 BD COTTAGE HOME - 2-STORY ATTACHED GARAGE - 44 UNITS
- 3 BD COTTAGE HOME - 1-STORY ATTACHED GARAGE - 5 UNITS
- 3 BD COTTAGE HOME - 2-STORY ATTACHED GARAGE -36 UNITS
- TOWNHOMES - 2-STORY ATTACHED GARAGE - 61 UNITS

\*PROJECT DETAILS ARE REPRESENTATIVE AND MAY CHANGE BASED ON FURTHER ANALYSIS DURING THE DESIGN PROCESS



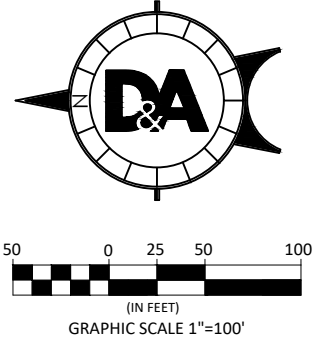
NEW GROWTH - ROGER HANKS PARK  
DRIPPING SPRINGS, TEXAS  
Illustrative Site Plan





Drawing: C:\pwworking\jonathan.banister\mms157612256-001 PRELIM GRADING EXHIBIT.dwg  
User: JBANISTER  
Scale: 1"=100'  
Plot Date/Time: Apr 28 22 - 11:38:01

Elevations Table				
Number	Minimum Elevation	Maximum Elevation	Area	Color
1	-8.00	-4.00	35757.16	Red
2	-4.00	0.00	262595.71	Gray
3	0.00	4.00	1044439.48	White
4	4.00	8.00	62706.24	Light Green
5	8.00	12.00	4736.07	Dark Green



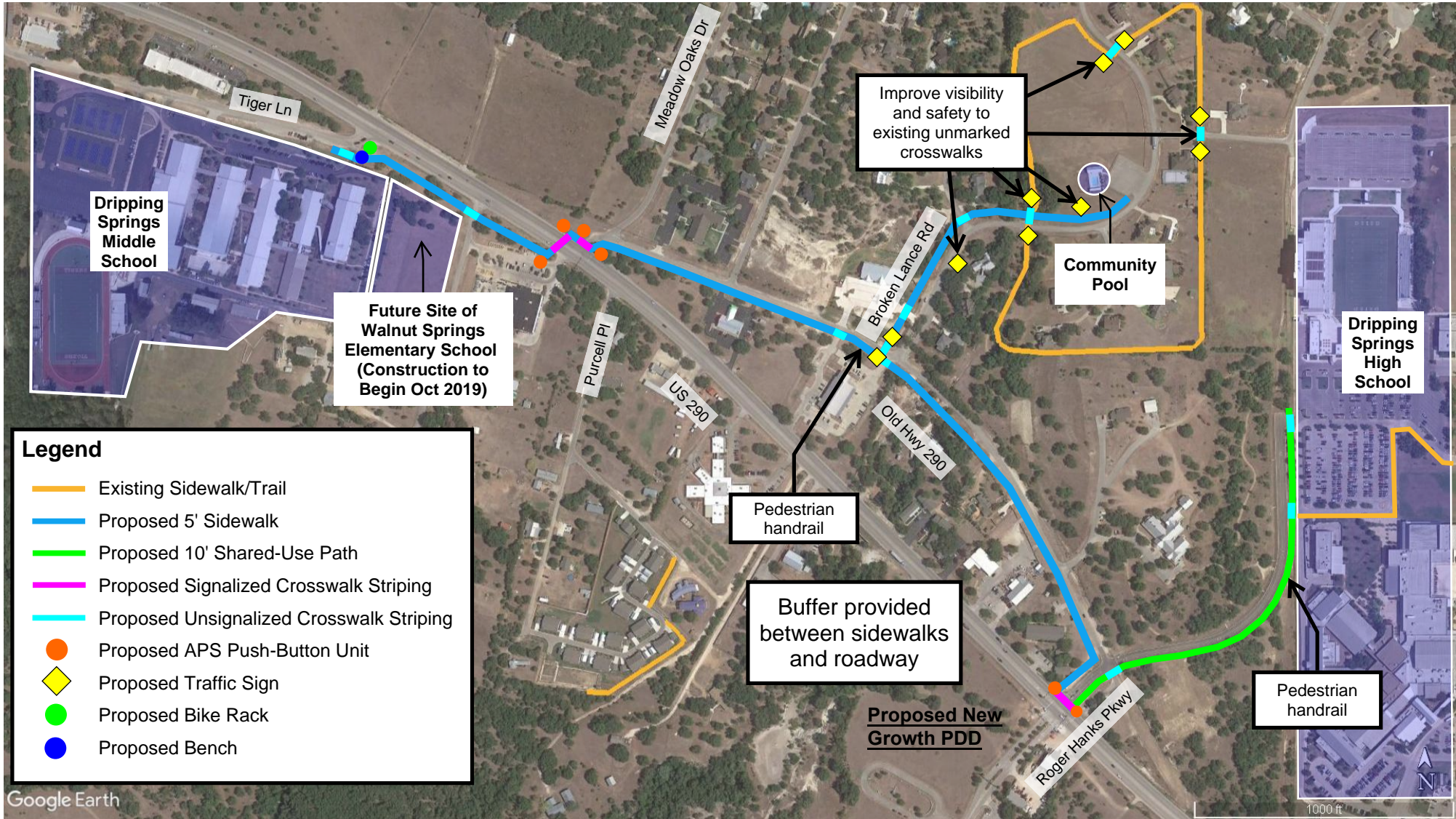
**NewGrowth**  
Multi-Family Development  
Rodger Hanks Parkway, DRIPPING SPRINGS, TX

**PRELIM GRADING EXHIBIT**

**DA DOUCET & ASSOCIATES**  
Civil Engineering - Planning - Geospatial  
7401 B. Highway 71 W. Suite 160  
Austin, TX 78735 Tel: (512)-583-2400  
www.doucetengineers.com  
BPE Firm Number: 3737  
BPLS Firm Number: 10105800



City of Dripping Springs  
DSMS to DSHS SRTS Shared-Use Path/Sidewalk Project  
Project Layout Map



Dripping Spr Middle School SRTS SUP/Sidewalk Project along US Hwy 290 from DSpr High School to DSpr Middle School Project # 0\_AUS\_Dripping Springs03\_SRTS-TA\_Dripping Springs MS SUP & Sidewalk



## MEMORANDUM OF UNDERSTANDING

NewGrowth Enterprises, LLC, a Texas limited liability company and DS Propco Owner LP, a Delaware Limited Partnership jointly referred to herein as ("NG") and the City of Dripping Springs, Texas, a general laws municipality ("City") enter into this Memorandum of Understanding ("MOU") effective as of October 26, 2021.

### Recitals

- A. NG has submitted a draft Planned Development District No. 14 ("PDD") to the City for review and approval.
- B. The land within the PDD is substantially all of the lots in Roger Hanks Park, a subdivision in Hays County, Texas located within the City Limits of the City, and as more particularly identified and described in Exhibit "A" (the "Property").
- C. The Land will be a residential development consisting solely of rental residential units and related amenities (the "Project"). There is a commercial portion that borders US 290.
- D. The Project is within the area specifically designated by the City's Comprehensive Plan – Emerging Mixed Use Activity Center (Development and Building Ordinances – Section 2.1), which states, "In specific areas of town identified as activity nodes [in which the Project is located], more flexible form-based zoning will be used. This type of zoning focuses more on building appearance, size, and relationship to other buildings and the street rather than strictly controlling uses in that building. In targeted nodes, the goal is to provide opportunity for a mix of uses that can meet community needs of lower cost housing along with additional retail, office and commercial uses".
- E. As a residential rental community, it will provide attainable, attractive rental homes for those desiring to live in Dripping Springs, but choose not to own, or cannot afford to purchase a house, or for those desiring to downsize and not have the burden of home ownership.
- F. In order to proceed with the Project, the City and NG desire to reach an accord regarding the Project's density, provisions for wastewater treatment, parkland dedication, and transportation improvements to Roger Hanks Parkway (the "Essential Elements").
- G. NG has a limited time frame within which to obtain the City's consent to the Essential Elements and therefore is seeking its approval.

NOW THEREFORE, the City and NG agree to the following Essential Elements:

1. The Project will consist of a mix of up to 240 attached and detached single family residential dwellings, dedicated trails, parkland, an amenity center, and other amenities benefitting the residents of the project. Additionally, there is a minimum of a 5.8 acre commercial portion. The Project will be constructed consistent with future zoning and related land use approvals. The proposed project plan is attached as Exhibit "B". Approval of this Memorandum of Understanding is not an approval of the project plan attached as Exhibit "B".
2. The Project's dedicated public and private parkland shall contain 10.55 acres. The City of Dripping Springs Parkland Ordinance would require 10.43 acres. NG shall pursue a credit



for its on-site amenity improvements (community use of pool, clubhouse, trails) which will relieve the use of the City's public facilities. The proposed pool, parks, trails and open space plan is attached hereto as Exhibit "C". The project will pay all required Park Development Fees.

3. The Project is planning to construct and fund a wastewater line extension from the City's West Interceptor sewer line to the Property and US Hwy 290. The extension will service the Project and be available for property north of US Hwy 290. It is anticipated that the City's West Interceptor sewer line will be completed and operational for transporting the Project's wastewater to the City's sewer plant prior to the Project's completion; however, as a safety measure, until the West Interceptor line is available to the Project, NG will either (i) apply for a TLAP permit for treatment of the Project's wastewater or (ii) apply for on-site septic permits. The Project will not discharge any wastewater until (i) the TLAP or septic system apparatuses are permitted and operational or (ii) the Western Intercept sewer line is operational and available to transport the Project's wastewater to the City's sewer plant.
4. The City is reviewing the proposed improvements to Roger Hanks Parkway that have been submitted by NG. One plan creates a center turn lane and the other creates a center median. NG will accept the decision of the City as to which best serves the community.

This MOU shall serve as the approved outline of the Project as it relates to the Essential Elements addressed herein.

**CITY OF DRIPPING SPRINGS, TEXAS:**

By: Bill Foulds, Jr.

Name: Bill Foulds, Jr.

Title: Mayor

**NEWGROWTH ENTERPRISES, LLC:**

By: Francis Coppello

Name: Francis Coppello

Title: Authorized Signatory

**DS PROPCO OWNER LP; by DS Propco GP LLC, its general partner**

By: Francis Coppello

Name: Francis Coppello

Title: President







# EXHIBIT "B" The Concept Plan



NEW GROWTH LIVING  
RENTABLE LIFESTYLE COMMUNITIES

NEW GROWTH - DRIPPING SPRINGS  
DRIPPING SPRINGS, TEXAS  
Illustrative Site Plan

SCALE 1" = 80'-0"  
FOR ILLUSTRATIVE PURPOSES ONLY









# STAFF REPORT

## City of Dripping Springs

PO Box 384  
511 Mercer Street  
Dripping Springs, TX 78620

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**Submitted By:** Leslie Pollack, Transportation Engineer; Laura Mueller, City Attorney

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

**Agenda Item Wording:** **Discuss and consider approval of an Offsite Road Agreement for the Proposed New Growth Project. Applicant: Isaac Karpay**

**Agenda Item Requestor:** Isaac Karpay

---

**Summary/Background:**

**Offsite Road Transportation/ Road Improvements:**

The transportation improvements proposed to be constructed by New Growth align with the City's approved Transportation Master Plan. The Offsite Road agreement is a separate agenda item with a separate staff report.

- Reconstruct Roger Hanks Parkway between US 290 and southern site boundary as a two-lane divided minor arterial with medians and left-turn lanes at driveways. The development team worked with City staff to improve existing and proposed driveway spacing along Roger Hanks Parkway. A 10' shared-use path will be constructed along the property on the west side of Roger Hanks Parkway to US 290 with a pedestrian crossing at the traffic signal. A 5' sidewalk will be constructed on the east side of Roger Hanks Parkway along the property. **Including a bike lane was reviewed, but is not recommended by staff due to the addition of the 10' shared use path and the bike lane not serving the primary users of this area. Potential striping of the Shared Use Path is available at the time of platting if desired.**
- Relocate Hays County Driveway to align with Lake Lucy Loop provided final approval is obtained from Hays County. Funding of this improvement is responsibility of the Applicant.
- Construct improvements to Roger Hanks Parkway at Ramirez Lane to provide an entrance driveway with crash gate connection compliant with local fire code
- Construct Hamilton Crossing with a 24' section and additional 16' for on-street inset parking.
- Construct Lake Lucy Loop with a 20' section and additional 16' for on-street inset parking.
- Construct an additional northbound left-turn lane on Roger Hanks Parkway at US 290 within the existing median to provide flexibility

for single or dual northbound left-turn lanes.

- Pay fiscal for their proportionate share of improvements required to Creek Road. Creek Road was assumed to be used as an east/west connection between the site and US 290. Recommended improvements include widening of Creek Road to provide a 24' wide section with 2' shoulders. Costs include the addition of new pavement and restriping. These improvements will improve safety on Creek Road. Pavement repair, mill and overlay are not included as part of this project. Staff recommends additional study of Creek Road be completed outside the scope of the TIA and NewGrowth project including needed improvements and additional funding.

**Commission  
Recommendations:**

**Recommended  
Council Actions:** Approval of the Offsite Road Agreement.

**Attachments:** Offsite Road Agreement, Exhibits, PDD, Wastewater.

**Next Steps/Schedule:**

## **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 **DS Propco Owner LP**, a Delaware Limited Partnership ("Owner").

### **RECITALS:**

**WHEREAS**, Owner owns certain real property consisting of substantially all of the lots in Roger Hanks Park, a subdivision in Hays County, Texas located within the City Limits of the City of Dripping Springs ("City"), in Hays County, Texas, as more particularly described on Exhibit A, which Land is within 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 "PDD Ordinance" that contains terms and agreements regarding the 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 PDD Ordinance:** That certain 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 PDD Ordinance attached hereto. If not addressed in the 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 DS Propco Owner LP, a Delaware Limited Partnership.
- 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 PDD Ordinance.

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

- 3.1 Offsite Roads:**
- a. Owner will:
    - (i.) construct, or cause to be constructed, at Owner's sole cost, modifications to Roger Hanks Parkway from the southern boundary of the Land to its intersection with US 290 as shown on the Transportation Diagram attached hereto as Exhibit B. This modification of Roger Hanks Parkway being the required modified roadway section for the proposed residential development of the Land as shown on Exhibits B and B-1 pedestrian improvements across U.S. 290 are subject to approval by the Texas Department of Transportation; and

- (ii.) construct or cause to be constructed, a north bound left turn lane (“NLTL”) on Roger Hanks Parkway at its intersection with US 290 as shown on the Transportation Diagram; and
  - (iii.) construct or cause to be constructed, improvements to Hamilton Crossing and Lake Lucy Loop as shown on the Transportation Diagram attached hereto as Exhibit B and Exhibits B-2 and B-3; and
  - (iv.) construct or cause to be constructed, improvements to Roger Hanks Parkway at Ramirez Lane to provide an entrance driveway with crash gate connection compliant with local fire code; and
  - (v.) enter into a license agreement for improvements located within the City right-of-way including median improvements; and
  - (vi.) construct or cause to be constructed the relocation of the Hays County Precinct 4 driveway to align with Lake Lucy Loop and Roger Hanks Parkway.
- b. Based upon the Traffic Impact Analysis (“TIA”), Owner and City have agreed upon the amount of Owner’s required participation in the costs associated with the offsite traffic impact brought on by the Project (the “Owner’s Participation Costs”); the Owner’s Participation Costs are described on Exhibit C attached hereto; the total being \$392,737.29. In addition to the construction of the improvements described above, the Owner will deposit with the City the sum of \$244,417.29 within thirty (30) days of replat approval which shall fully satisfy Owner’s Participation Costs for the other transportation improvements described in the TIA as shown in Exhibit “C”. These funds can be used to cover any costs related to the design, planning, and construction of Creek Road or any other improvements identified in this Agreement.
- c. 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 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.
- 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.** The Offsite Roads are planned within existing public right-of-way adjacent to the Land. As such, no right-of-way acquisition is required or contemplated for the planned improvements.
- 3.7 Construction Operations.** To reconstruct Roger Hanks Parkway along the frontage of the Land with a divided landscape median as depicted in Exhibit B attached requires removing the existing road. This will result in the closing of Roger Hanks Parkway to existing traffic during construction. City and Owner acknowledge these constraints. As such, the plans and specifications will include measures for local traffic to be re-routed during construction.

#### **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 may 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 Project 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; (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent; or (e) the date transmitted by electronic mail. 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

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

**To Owner:**

DS Propcp Owner, LP  
 Attn: Isaac Karpay  
 1515 S. Capital of Texas Highway, Suite 400  
 Austin, TX 78746  
 Email: [isaac@newgrowthliving.com](mailto:isaac@newgrowthliving.com)

Baker & Robertson  
 Attn: Rex G. Baker III  
 PO Box 718  
 Dripping Springs, TX 78620

- 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 who 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 re\*viewed 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 – Transportation Diagram
  - Exhibit B-1 – 80' ROW Roger Hanks
  - Exhibit B-2 – 60' ROW Hamilton Crossing
  - Exhibit B-3 – 60' ROW Lucy Loop
  - Exhibit C – Owner's Participation Costs

**The Effective Date** of this Agreement is July 19, 2022.

**[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., Mayor

**ATTEST:**

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

**OWNER:**

**DS PROPCO OWNER LP**  
a Delaware Limited Partnership by its general partner:  
DS Propco GP, LLC  
A Delaware limited liability company

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	133.12'	630.05'	12°06'21"	S84°38'42"E	132.87'
C2	40.38'	830.07'	2°47'14"	S77°11'54"E	40.38'
C3	173.49'	830.07'	11°58'31"	S69°48'30"E	173.17'
C4	39.27'	25.00'	90°00'01"	N71°08'55"E	35.36'
C5	75.26'	690.05'	6°14'57"	N29°19'37"E	75.23'
C6	39.40'	25.00'	90°18'18"	N16°29'32"W	35.45'
C7	26.81'	25.00'	61°26'03"	S87°29'11"W	25.54'
C8	96.51'	90.00'	61°26'34"	S88°33'12"W	91.96'
C9	282.83'	90.03'	180°00'00"	N29°03'29"E	180.06'
C10	92.95'	90.00'	59°10'31"	S30°11'19"E	88.88'
C11	26.81'	25.00'	61°26'03"	S30°11'19"E	25.54'
C12	41.23'	25.00'	94°29'44"	N78°44'30"E	36.71'
C13	169.65'	645.47'	15°03'32"	N36°30'36"E	169.16'
C14	94.34'	30.03'	180°01'07"	N28°59'41"E	60.06'
C15	95.50'	29.98'	182°32'50"	S28°15'38"W	59.94'
C16	90.73'	565.47'	9°11'35"	S39°33'43"W	90.63'
C17	120.44'	570.05'	12°06'21"	S84°39'54"E	120.22'
C18	198.85'	770.06'	14°47'42"	S71°12'52"E	198.30'
C19	39.28'	25.00'	90°01'16"	S18°51'26"E	35.36'
C20	251.95'	396.03'	36°27'01"	S44°23'36"W	247.72'
C21	206.63'	439.61'	26°55'51"	S49°09'35"W	204.74'
C22	348.23'	360.03'	55°25'04"	N34°56'46"E	334.81'
C23	263.17'	476.04'	31°40'28"	N46°49'04"E	259.83'
C24	66.54'	610.05'	6°14'57"	N29°18'15"E	66.51'
C25	39.68'	476.04'	4°46'33"	N28°35'33"E	39.67'
C26	280.08'	439.79'	36°29'20"	S17°27'13"W	275.37'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N78°11'17"E	76.86'
L2	N28°58'51"E	66.58'
L3	S60°54'10"W	13.80'
L4	N61°04'06"W	14.09'
L5	S63°51'05"E	14.88'
L6	S54°57'07"E	40.05'
L7	S63°48'12"E	14.81'



ALTA/NSPS TITLE SURVEY OF LOTS 2-10 & 13-22,  
PARK-A, AND COMMON AREAS  
ROGER HANKS PARK  
CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS

**DA DOUCET & ASSOCIATES**  
Civil Engineering - Planning - Geospatial  
7401 B. Highway 71 W, Suite 160  
Austin, Texas 78735, Phone: (512)-583-2600  
www.doucetengineers.com  
TPE Firm No. 10105800  
TPE Firm No. F-3937

Date: 10/27/2021  
Scale: 1" = 100'  
Drawn by: PD  
Reviewed: CT  
Project: 2256-001  
Sheet: 1 OF 1  
Field Book: 534  
Party Chief: ADM  
Survey Date: 01/15/2021



LEGEND

- 1-STORY RESIDENTIAL
- 2-STORY RESIDENTIAL

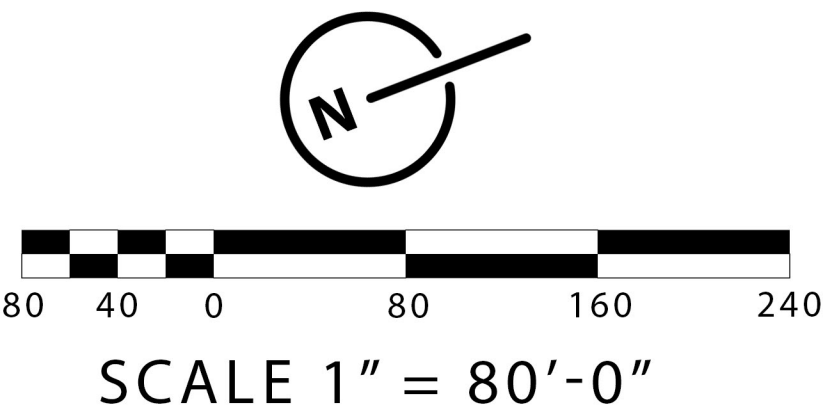
CONCEPTUAL PROJECT INFORMATION\*

TOTAL RESIDENTIAL AREA - 25.38 ACRES

RESIDENTIAL - 240 UNITS AT ± 9.50 DU/AC GROSS

- 1 BD DUET HOME - 1-STORY DUPLEX - 60 UNITS
- 2 BD COTTAGE HOME - 1-STORY ATTACHED GARAGE - 34 UNITS
- 2 BD COTTAGE HOME - 2-STORY ATTACHED GARAGE - 44 UNITS
- 3 BD COTTAGE HOME - 1-STORY ATTACHED GARAGE - 5 UNITS
- 3 BD COTTAGE HOME - 2-STORY ATTACHED GARAGE -36 UNITS
- TOWNHOMES - 2-STORY ATTACHED GARAGE - 61 UNITS

\*PROJECT DETAILS ARE REPRESENTATIVE AND MAY CHANGE BASED ON FURTHER ANALYSIS DURING THE DESIGN PROCESS



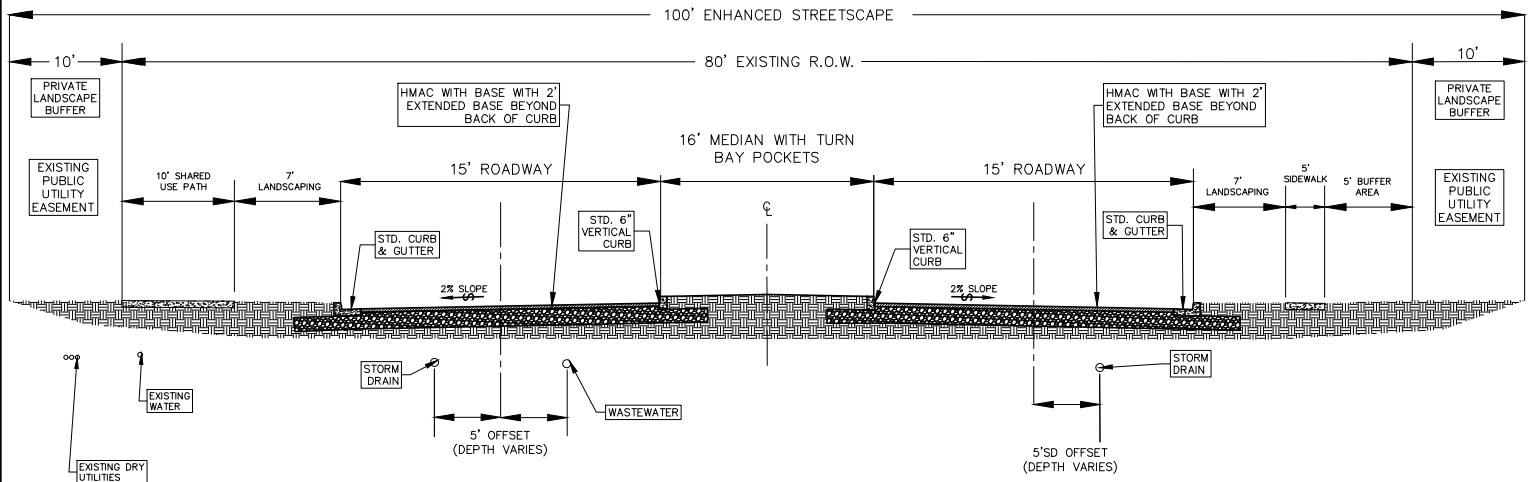
FOR ILLUSTRATIVE PURPOSES ONLY

NEW GROWTH - ROGER HANKS PARK  
DRIPPING SPRINGS, TEXAS  
Illustrative Site Plan





Item 21.



**80' R.O.W. ROGER HANKS PARKWAY**  
**TYPICAL SECTION**  
**2 LANE MINOR ARTERIAL**  
**N.T.S.**

Scale:	NTS
Designed:	JH
Drawn:	JBB
Reviewed:	JG
Date:	5/5/2022

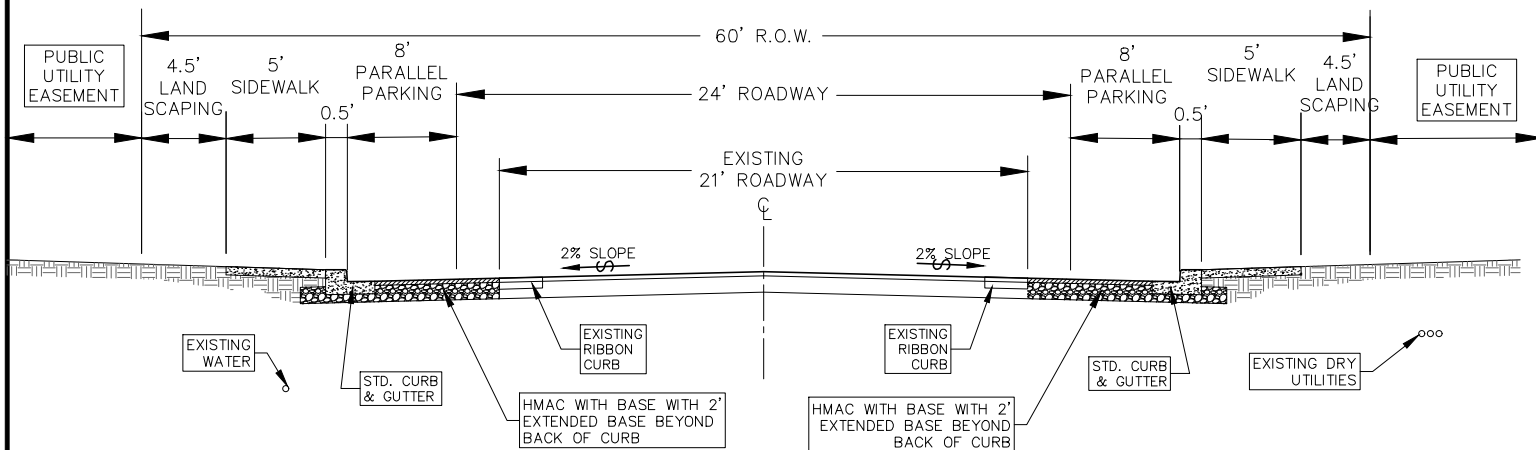
SHEET  
**1**  
 OF 4

Project No:  
 2256-001

**NewGrowth**  
 DRIPPING SPRINGS, TEXAS

**TYPICAL ROAD  
 CROSS SECTION - 80' ROW  
 ROGER HANKS PARKWAY**

**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



**60' R.O.W. HAMILTON CROSSING**  
**TYPICAL SECTION**  
**2 LANE RESIDENTIAL COLLECTOR**  
**N.T.S.**

Scale: NTS  
 Designed: JH  
 Drawn: JBB  
 Reviewed: RWP  
 Date: 5/5/2022

SHEET  
**2**  
 OF 4

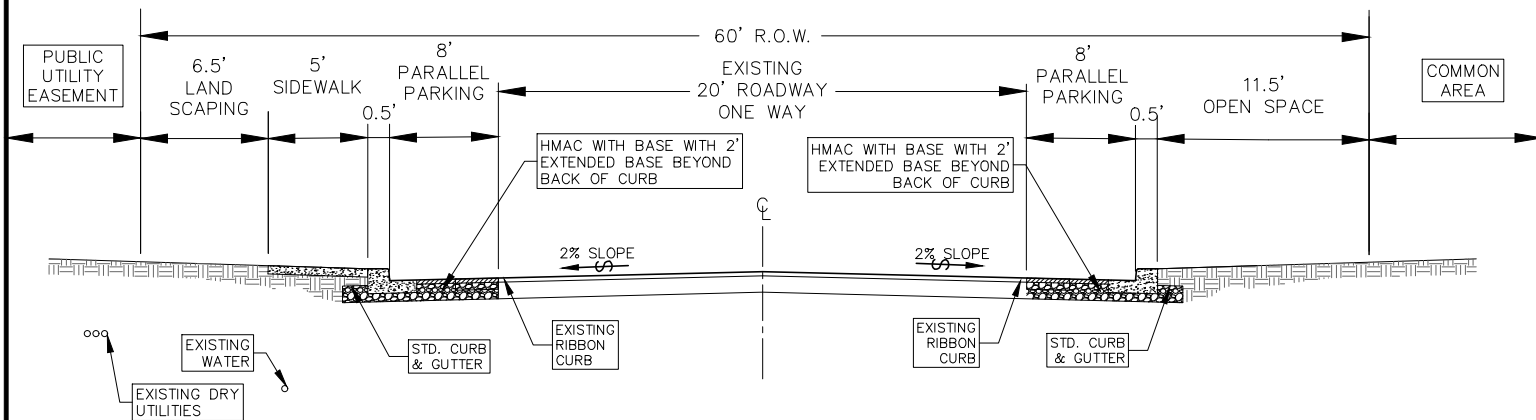
Project No:  
 2256-001

**NewGrowth**  
 DRIPPING SPRINGS, TEXAS

TYPICAL ROAD  
 CROSS SECTION - 60' ROW  
 HAMILTON CROSSING

**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





## 60' R.O.W. LAKE LUCY LOOP

### TYPICAL SECTION

N.T.S.

Scale:	NTS
Designed:	JH
Drawn:	JBB
Reviewed:	RWP
Date:	5/5/2022

SHEET  
3  
OF 4

Project No:  
2256-001

NewGrowth  
DRIPPING SPRINGS, TEXAS

TYPICAL ROAD  
CROSS SECTION - 60' ROW  
LAKE LUCY LOOP

**DA DOUCET & ASSOCIATES**  
Civil Engineering - Entitlements - Surveying/Mapping  
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www.doucetengineers.com  
Firm Registration Number: 3937

ID	Location	Improvement	Construction Subtotal	Developer's Pro Rata Share %	Developer's Obligations	Developer's Construction Cost	Developer's Cash Contribution / Credits	Total Developer Contribution
<b>Offsite Improvements</b>								
101	US 290 @ Roger Hanks Pkwy	Restripe and add additional signage to accommodate for dual-lefts	\$10,000.00	100.00%	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00
		Add 200' NBL Turn Bay	\$133,320.00	50.00%	\$66,660.00	\$133,320.00	(\$66,660.00)	\$66,660.00
		Update Signal Timings	\$5,000.00	100.00%	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
102	US 290 @ Mighty Tiger Trail	Update Signal Timings	\$5,000.00	100.00%	\$5,000.00	\$0.00	\$5,000.00	\$5,000.00
103	US 290 @ Sportsplex Dr	Add 160' SBR Turn Bay	\$126,680.00	24.40%	\$30,909.92	\$0.00	\$30,909.92	\$30,909.92
		Restripe Southbound Approach to have one right turn bay, one through-left and one left turn lane	\$2,000.00	4.90%	\$98.00	\$0.00	\$98.00	\$98.00
		Add 475' WBR Turn Bay*	\$341,570.00	3.20%	\$10,930.24	\$0.00	\$10,930.24	\$10,930.24
N/A	Creek Rd from Roger Hanks Pkwy to US 290	Add 6-ft of pavement	\$1,518,041.00	17.40%	\$264,139.13	\$0.00	\$264,139.13	\$264,139.13
Offsite Improvements Total					\$392,737.29	\$148,320.00	\$244,417.29	\$392,737.29
<b>Roger Hanks Parkway Improvements</b>								
	Roger Hanks Parkway	Upgrade existing cross section and add turn bays at driveway locations, remove trees that obstruct sight distance	\$1,300,000.00	100%	\$1,300,000.00	\$1,300,000.00	\$0.00	\$1,300,000.00
Roger Hanks Parkway Improvements					\$1,300,000.00	\$1,300,000.00	\$0.00	\$1,300,000.00
Total					\$1,692,737.29	\$1,448,320.00	\$244,417.29	\$1,692,737.29



**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:** 07/19/2022

**Agenda Item Wording:** **Discuss and Consider Approval of a Wastewater Utility Agreement for the Proposed New Growth Development.** *Applicant: Isaac Karpay*

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

**Summary/Background:** This Wastewater Service Agreement addresses wastewater service for the proposed New Growth Development.

The Owner is DS Propco, LP (“Owner”). The proposed agreement is based on our standard wastewater agreement and has provisions that provide for temporary facilities while we await court decisions on the Discharge Permit.

Unlike most Developments, except for the commercial portion (which will likely be sold to a third party in the future) a single owner contemplates holding ownership for the entire development and leasing the residences.

Salient points of the proposed Agreement are listed below.

- 1) LUEs made available to the development:
  - a. 244 LUEs for residential (including amenity center)
  - b. 30 LUEs for commercial
- 2) Facilities and easements
  - a. Owner pays all costs of building facilities (Onsite and Offsite) to connect.
  - b. Offsite Facilities will be conveyed to the City  
This includes a Trunk Line from the West Interceptor to the intersection of Roger Hanks and Lake Lucy Loop.
  - c. Ownership of Onsite Facilities (including a lift station) will be retained by the Owner. Owner will pay for and maintain the Onsite collection system.



- d. Owner acquires all necessary easements (Onsite and Offsite) at Owner's cost. City may, but is not obligated to, help with acquisition of easements (to be fully funded by Owner).
- 3) Temporary facilities
- a. No pump & haul is authorized.
  - b. Owner may apply for a TLAP permit as a temporary facility. Owner pays all costs associated with the permit and the temporary facilities.
    - i. City will operate and maintain the plant. Owner will mow and maintain surface areas associated with the TLAP Permit.
  - c. When West Interceptor and Discharge plant are complete, flows will be diverted to the City System and Owner will pay the cost for removal of the temporary wastewater plant.
  - d. The rate charged will be sufficient to recoup City's costs of maintaining and operating plant (plus an administrative charge).
- 4) Owner will pay \$7,580 impact fee for each LUE when connecting to the City system.
- a. Prior to paying impact fees, two years after receiving notice that the City is beginning construction of the Discharge facilities, Owner shall begin paying to the City a Delayed Connection Fee of \$50/month for each LUE to reserve capacity in the System until the Impact Fee for that LUE is paid.
- 5) Owner pays for City inspection and review and legal fees.

**Commission  
Recommendations:**

N/A

**Recommended  
Council Actions:**

City staff recommends approval

**Attachments:**

Wastewater Agreement, Exhibits, PDD Ordinance, Offsite Road Agreement

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

**WASTEWATER UTILITY SERVICE AND FEE AGREEMENT**

This Wastewater Utility Service and Fee Agreement (“**Agreement**”) is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas ("**City**"), and DS Propco Owner, LP, a Delaware limited partnership, whose address is 1515 S. Capital of Texas Highway, Ste. 400, Austin, TX 78746 ("**Owner**").



## RECITALS

A. Owner is the owner of the majority of the platted lots in ROGER HANKS PARK, a subdivision in Hays County, Texas (the "Subdivision"), according to the map or plat thereof (the "Plat") recorded in Book 11, Page 324, Plat Records of Hays County, Texas (the "**Land**") as more particularly described on **Exhibit A**, which Land is located wholly within the City and in Hays County, Texas (the "**County**"); and

B. Owner intends to develop the Land as a master-planned, residential rental community with improvements and infrastructure pursuant to a series of final plats and approved construction plan to be approved by the City (the "**Project**");

C. No sewer collection treatment and disposal system presently exists to serve the Land;

D. Owner desires to receive wastewater service for the Land through the System and to connect to the System through the City's West Interceptor wastewater collection line;

E. Subject to the terms of this Agreement, the City will allow Owner to receive wastewater service for the Land through the System and to connect to the System through the City's West Interceptor wastewater collection line that is yet to be constructed;

F. This Agreement is necessary to protect the health, safety, and general welfare of the community, to limit the harmful effects of substandard subdivisions.

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

## ARTICLE I DEFINITIONS

**1.1 Agreement.** This agreement between City and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.

**1.2 Chapter 395:** Chapter 395 of the Texas Local Government Code, as such may be amended from time to time.

**1.3 City.** The City of Dripping Springs, an incorporated Type A, general law municipality located in Hays County, Texas.

**1.4 City Engineer:** The person or firm designated by the City Council as the wastewater engineer for the City.

**1.5 City Utility Standards.** City standards for design, location, construction, installation and operation of water, wastewater and drainage utility infrastructure, as of the date of this Agreement, and expressly including the following chapters of the City's Code of Ordinances and all related regulations and permits:

- (a) Utilities (Chapter 20)
- (b) Development and Water Quality Protection (Chapter 22)
- (c) Building Regulations (Chapter 24)
- (d) Subdivision and Site Development (Chapter 28)

**1.6 Connection Point.** The location where the Offsite Facilities connect to the System as shown on the attached **Exhibit C**.

**1.7 Construction Notice.** The Notice provided by the City to Owner that the City's contractor has been provided with a notice to proceed with the construction of the Discharge Permit facilities.

**1.8 Contractor.** A person or entity engaged by Owner to design, construct, install, alter or repair infrastructure required to serve the Land, whether located on or outside the Land, as further described in **§4.3**.

**1.9 Development.** The development on the Land, consisting of improvements and infrastructure to be constructed in accordance with the final plat and approved construction plan.

**1.10 Discharge Permit.** The Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014488003. Notwithstanding such authorization, it is City's goal to beneficially reuse all of the treated effluent that is authorized to be discharged by the Discharge Permit.

**1.11 West Interceptor Line.** The west interceptor wastewater collection line to be constructed to carry sewage to the WWTP from a point north of Highway 290. The West Interceptor Line has not yet been constructed and therefore the alignment has not yet been determined by the City.

**1.12 Effective Date.** The date set forth as the Effective Date in **§ 8.13** below.

**1.13 Impact Fees.** Impact Fees adopted by City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance.

**1.14 Land.** Those certain platted lots located in the ROGER HANKS PARK, a subdivision in Hays County, Texas (the "Subdivision"), according to the map or plat thereof (the "Plat") recorded in Book 11, Page 324, Plat Records of Hays County, Texas, as more particularly described in **Exhibit A**.

**1.15 LUE.** Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

**1.16 Notice.** Notice as defined in **§ 8.2** of this Agreement.

**1.17 Owner.** DS Propco Owner LP, a Delaware Limited Partnership.

**1.18 Onsite Facilities.** All wastewater facilities, equipment or related improvements necessary to serve the Land between the structures on the Land (including collection systems and lift stations).

**1.19 Offsite Facilities.** All wastewater facilities, equipment or related improvements necessary to serve the Land and not located on the Land and being located between the Onsite Facilities and the Connection Point, as shown on **Exhibit C** attached hereto. Offsite Facilities include a trunk line that extends from the Connection Point to the northwest corner of Roger Hanks and Lake Lucy Loop sufficient to handle \_\_ LUEs.

**1.19 Package Plant.** The temporary wastewater treatment facility operated and maintained by City that will provide wastewater treatment services to the Development until the Discharge Permit is issued and the System facilities are sufficient to accept the wastewater from the Land.

**1.21 Party.** Individually, City or Owner and any successors and assigns, as permitted by this Agreement.

**1.22 Pump & Haul Facilities.** Facilities located on the Land for the removal or treatment of sewage from the Land through pump and haul and related infrastructure.

**1.23 South Regional Wastewater Treatment Plant.** The wastewater treatment facility that is currently authorized by TCEQ Permit No. WQ0014488001 and that is located approximately 0.55 mile east of the intersection of Ranch Road 12 and Farm-to-Market Road 150, as measured along Farm-to-Market Road 150, and from that point, approximately 1,110 feet south of Farm-to-Market Road 150.

**1.24 System.** City's South Regional Wastewater Treatment System, including City's WWTP and all of City-owned collection facilities transporting wastewater to that plant, including the West Interceptor Line.

**1.25 TCEQ.** Texas Commission on Environmental Quality, or its successor agencies.

**1.26 TLAP Permit.** A Texas Land Application Permit as authorized by TCEQ.

**1.27 Trunk Line.** The Offsite facility capable of transporting wastewater from the Onsite Facilities to the Connection Point that is to be funded and built by Owner and transferred to City.

**1.28 Unit.** A residential dwelling located on the Land that will be assigned a wastewater LUE by City.

**1.29 WWTP.** The City's wastewater treatment plant that operates either pursuant to TCEQ Permit No. WQ0014488001 or the Discharge Permit.

## ARTICLE II SERVICE TO THE DEVELOPMENT



**2.1 City Wastewater Service.** Notwithstanding anything contained in this Agreement to the contrary, City will be the exclusive provider of wastewater collection and treatment service to the Development through the System or the Package Plant in an amount up to 244 residential LUEs and 30 commercial LUEs. City will make this retail wastewater service available to the Land pursuant to this Agreement upon (a) Owner's successful construction of Temporary Facilities as described in section 3.3 of this Agreement, or (b) Owner's construction and connection of the Onsite Facilities to the System and City's successful constructing and operation both the West Interceptor and the WWTP authorized by the Discharge Permit. Additional LUEs will not be made available to the Land except as may be agreed in writing by City from time to time. Pump and Haul sewage activities or facilities are not authorized from the Land.

**2.2 Commercial Development.** Owner contemplates future commercial development on the Land. The proposed amenity center facilities, however, shall not be considered "commercial development" and all LUEs applicable to the amenity center facilities are considered to be residential LUEs. Any lift stations contemplated by the Agreement shall be solely for residential purposes. Should a lift station be needed to serve the commercial development, an infrastructure agreement must be negotiated with the City for such lift station.

**2.3 Final Plat and Approved Construction Plan.** Nothing in this Agreement approves Owner's application for the preliminary or final plats and approved construction plans for the Land, which remains subject to approval under City ordinances and regulations governing such approvals.

### ARTICLE III

#### WASTEWATER SERVICE; FACILITIES CONSTRUCTION AND OPERATION

##### 3.1 Service.

a. **Discharge Permit.** City has received the Discharge Permit, but due to legal proceedings, the City is unable to employ the Discharge Permit at this time. The City is pursuing the acquisition of the necessary easements that will allow the construction of the West Interceptor Line and proposed new wastewater treatment plant (TCEQ Permit No. WQ0014488003) expansion that will allow sewage from the Land to be permanently transported through the Offsite Facilities to the West Interceptor Line and ultimately to be treated at City's proposed new wastewater treatment plant facility, as modified in accordance with the Discharge Permit. City pays all costs associated with the Discharge Permit including engineering and legal. City will construct, at its sole cost, the West Interceptor Line. Once the legal proceedings are resolved to allow the Discharge Permit to take effect, and the City has completed construction of the improvements to the System sufficient to accept the wastewater from the Land (including the West Interceptor Line and new wastewater treatment plant facility), City will permanently provide wastewater service from the Development to the System to allow the wastewater from the Land to be treated at the City WWTP. The City will provide Owner with the Construction Notice when the City's contractor has been provided with a notice to proceed with the construction of the Discharge Permit facilities.

**3.2 West Interceptor Line.** For the Development to connect to the System, the West Interceptor Line will need to be designed and constructed. City shall design and construct the West Interceptor Line at its sole cost and expense.

**3.3 Temporary Wastewater Service of the Land.**

a. Because of the uncertainties associated with the construction and operation of the WWTP pursuant to the Discharge Permit, in the event the City is not able to provide service pursuant to Section 3.1 of this Agreement when Owner desires such service, Owner may apply for a TLAP Permit and construct a temporary wastewater treatment plant on the commercial portion of the Land (“Package Plant”) and associated irrigation fields authorized by such TLAP Permit (“TLAP Fields”) (hereafter the Package Plant and the TLAP Fields are jointly referred to as “Temporary Facilities”, but the internal collection system and any lift stations are not considered part of the “Temporary Facilities”). The application for the TLAP Permit must be provided to and approved by the City prior to submission to TCEQ. Subject to **§3.3.b.** below, City will provide wastewater treatment service for the Land utilizing the Temporary Facilities and City will charge a rate sufficient to recoup the costs of the operation and maintenance of the Temporary Facilities (including the cost of lease payments for the Package Plant, if any) and City’s administrative costs. All Temporary Facilities and easements necessary for connection to the Temporary Facilities shall be constructed or provided by Owner at no cost to City.

b. Prior to obtaining a building permit for any structure that will use an LUE, either one of the following must have occurred: (1) Owner shall have obtained the TLAP Permit from TCEQ, or (2) the City must have issued the Construction Notice. Prior to obtaining a certificate of occupancy for any Unit that will use an LUE, (1) Owner shall have constructed the Temporary Facilities and they must be ready for connection, or (2) the WWTP authorized by the Discharge Permit must be constructed and ready to receive wastewater and the connection to the West Interceptor must be complete. In other words, a viable connection to wastewater facilities must be in-place prior to the issuance of any certificates of occupancy. If Temporary Facilities are constructed, upon completion of the Package Plant, all flows shall be directed to and treated by the Package Plant until such time as the flows may be diverted to the System authorized by the Discharge Permit.

c. Within 180 days of Owner’s submittal of the TLAP permit to TCEQ, Owner will deliver to City its design calculations and construction documents of the Package Plant and the specifications of the Package Plant. City shall deliver its comments on the design and specifications within 60 days after receipt of same and Owner shall implement all reasonable City comments.

d. Once City and Owner agree on the specifications for the Package Plant, Owner shall be responsible for the following (at no cost to City):

- (i) The costs and construction of the collection system (which includes any necessary lift stations) from individual units or properties on the Land to a central location for treatment or removal.

- (ii) The funding and the mobilization of the Package Plant and related infrastructure for the proper operation of the Package Plant, including irrigation lines thereto and reuse storage tanks as each phase is needed. The term “mobilization” in this sub-paragraph shall mean the delivery of the Package Plant to the Land, its proper set up on the Land and such other work as may be required to make the Package Plant operational, including, but not limited to the phases of the irrigation lines thereto and the reuse storage tanks. Owner may mobilize the Package Plant and construct the irrigation lines thereto and place the necessary reuse storage tank(s) after either (A) the approval of the specifications of the Package Plant by City and execution of a construction contract for the irrigation lines, or (B) the approval of the TLAP Permit by TCEQ. All such out of pocket costs for the mobilization of the Package Plant and related infrastructure paid by Owner and shall not be reimbursed by City.
- (iii) Providing the necessary easements and land (reasonably acceptable to City) needed for siting, construction and operation of all Onsite Facilities and Temporary Facilities necessary for the operation of the Package Plant.

After construction of the Temporary Facilities and the facilities described in **§3.3 d. (ii)** above (including the Package Plant), upon acceptance of same by City, all Temporary Facilities and easements shall be turned over to the City for operational purposes, and City will be solely responsible for the cost, operation, maintenance and repair of the Temporary Facilities; provided, however, City and Owner acknowledge that the some of the easements associated with the Temporary Facilities are temporary and shall be terminated and released, where appropriate, upon the permanent connection to the System. Nothing in this paragraph should be construed as requiring or allowing the Owner to turn-over onsite collection system facilities (including any lift stations) to the City. Owner shall be responsible for the cost of and the operation and maintenance of the collection system (and any lift stations).

e. Owner shall notify City in writing immediately upon receiving a permit from TCEQ that authorizes the use of a Package Plant on the Land. If the Package Plant is leased, no lease shall be executed by Owner or its affiliates without prior City approval. Furthermore, after construction or installation of the Package Plant, and upon acceptance of same by City, the Package Plant shall be turned over to the City and City will be solely responsible for the cost, rent (if applicable), operation, maintenance, and repair of the Package Plant and reuse storage tanks. City will bill retail customers and retain all monies collected from retail customers.

f. Owner, or its assigns, will remain responsible to mow (and conduct surface maintenance of) the TLAP Fields in accordance with the permit issued for the Package Plant as long as the Package Plant is in service. Owner shall also be responsible for for the cost of and the operation and maintenance of the collection system (and any lift stations).

**3.4 Termination of Package Plant.** As soon as the West Interceptor Line and the wastewater plant authorized by the Discharge Permit (“Discharge Permit WWTP”) is



complete and City is authorized to and physically able to receive wastewater from the Development, City will notify Owner and Owner will begin, with deliberate speed, the cessation of the use of the Package Plant in favor of the System. Except for facilities needed to utilize the System, all the Temporary Facilities associated with the Package Plant and the TLAP Fields shall be removed at Owner's sole expense (other than reuse facilities) in accordance with 30 Tex. Admin. Code § 222.163 requirements and as approved by the City. If the Package Plant was purchased by Owner, the Package Plant will be returned to Owner. After termination of the Temporary Facilities, the collection system and lift stations shall remain property of Owner and Owner shall remain responsible for all costs associated with the collection system and lift stations.

#### **ARTICLE IV INFRASTRUCTURE CONSTRUCTION, CONNECTION AND DEDICATION**

**4.1 Construction Standards.** Owner shall construct all Onsite Facilities in compliance with (a) this **Article 4**; (b) the City Utility Standards; and (c) the rules and regulations of the Texas Commission on Environmental Quality, or its successor agencies.

**4.2 Construction in Phases.** The Onsite Facilities may be constructed in separate phases, and as such, the requirements in this Agreement apply separately to each phase.

**4.3 Onsite Facilities.** Owner is required to fund, construct and install the Onsite Facilities within the Development at Owner's sole cost. Onsite Facilities will remain the property of the Owner and shall not be conveyed or dedicated to the City and Owner will be responsible for operation and maintenance of all Onsite Facilities. Offsite Facilities.

**4.4 Offsite Facilities.** Owner is required to construct and install all Offsite Facilities at its cost. Owner agrees that Offsite Facilities includes a trunk line from the Connection Point to the northwest corner of Roger Hanks and Lake Lucy Loop sufficient to handle \_\_\_ LUEs. Owner agrees to complete the Offsite Facilities within 2 years after the City's Construction Notice is given to Owner, subject to Owner obtaining all necessary offsite easements and right-of way for which Owner shall use all reasonable efforts to obtain. Owner and City agree only 274 LUEs are needed to serve the Land. Therefore, The City shall require any entity or person that is not the Owner that connects to or utilizes any Offsite Facility that is contemplated by this Agreement and for which reimbursement is available pursuant to Article 20.05 (Wastewater Line Extension) of the City's Wastewater Ordinance, to pay their reasonable pro-rata share of the Owner's costs incurred for providing capacity greater than that needed by the Owner (hereafter "Reimbursement Costs"), and the City agrees to reimburse the Owner by paying the Owner those prorated amounts collected from such persons. The pro-rata share to be attributable to Reimbursements Costs shall be determined by the City Engineer based on wastewater engineering factors, the City will adopt an ordinance establishing the charge for the line extension as provided by the Wastewater Ordinance, and the Owner's Reimbursement Costs shall be calculated and paid as provided in Chapter 20, Article 20.05 (Wastewater

Line Extension) of the City's Wastewater Ordinance. All facilities located in the areas dedicated to the City are deemed to be Offsite Facilities.

**4.5 Construction Warranty and Guarantee.** Any facilities to be dedicated to City shall have a contract warranty with a guarantee of 2 years, enforceable by City as both Owner's assignee and as a third-party beneficiary. In addition, Owner's contract(s) with its Contractor for the construction of any facilities to be dedicated to City (including the Offsite Facilities) shall: (i) state that the "OWNER" includes Owner and its permitted assigns, including City, and (ii) include the following provision:

"Immediately before the expiration of the two-year guarantee period, the CONTRACTOR shall make an inspection of the Work in the company of the Engineer and Owner. The Engineer and Owner shall be given not less than 20 days' notice prior to the anticipated date of Guarantee expiration and the inspection. Failure to comply with these requirements within the guarantee period shall extend the guarantee period until 20-days after the inspection is completed.

During the guarantee period, where any portion of the Work is found to be defective and requires replacement, repair or adjustment (whether as a result of the foregoing inspection or otherwise), the CONTRACTOR shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of the Engineer and Owner, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

The CONTRACTOR shall not be responsible for correction of work which has been damaged because of neglect or abuse."

Owner shall provide a copy of the contract to City upon execution, assign the contract to City and shall immediately advise City of any notice it receives under this provision, and send City a copy of the notice as provided in this Agreement.

**4.6 Construction Plan Review and Approval.** City has the right to review and approve all plans and specifications for the Onsite Facilities and to charge applicable City review and approval fees. Owner shall cause to be filed a copy of each set of approved plans and specifications and a copy of all inspection certificates for the Facilities with City for review and approval. Construction of the Onsite Facilities shall not begin until the plans and specifications have been reviewed and accepted by City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by Owner's contractor(s) and the City Engineer, and the applicable City fees have been paid. City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

**4.7 City Inspections.** City has the right, but not the obligation, to inspect and test at any time (including during construction and before beginning operation), and the right to

participate in a final inspection of, all Onsite Facilities, including any connections to onsite structures and to City's System. In addition, Owner or its Contractor shall notify City when the Onsite Facilities are ready for final inspection and connection to City's System. If City concurs that construction of the Onsite Facilities is substantially complete, then City will schedule a final inspection by City within seven (7) days. After such final inspection, Owner shall timely correct any punch list items.

**4.8 Review and Inspection Fees.** With respect to wastewater improvements to or for the Land, Owner shall pay City all of the City Engineer's fees (plus a 20% administrative fee mark-up) for City Engineer review of plans or specifications, and for City Engineer inspections and consultation during the construction phase(s) and final inspections. Such payment is due within 60 days of receipt from the City of its invoice.

**4.9 City Acceptance of Offsite Facilities.** After completion of the Onsite and Offsite Facilities in accordance with the construction standards of this Agreement, the City's final inspection, and the Owner's completion of any punch list items to the City's satisfaction, the Owner will dedicate and the City agrees to accept the Offsite Facilities for dedication to the City's System.

**4.10 Conveyance of Offsite Facilities.** Within sixty (60) days after the City's acceptance of the Offsite Facilities under § 4.9, the Owner shall convey them to the City as follows. Owner shall execute and deliver to the City properly executed bills of sale, assignments, or other instruments of transfer that are reasonably necessary to convey the Offsite Facilities as well as:

- (a) all warranties secured for their construction;
- (b) all bonds, warranties, guarantees, and other assurances of performance;
- (c) all record drawings, easements and project manuals and all other documentation related to the Offsite Facilities; and
- (d) all easements required by this Agreement.

Owner is responsible for removing any lien or any other encumbrance from any real or personal property to be transferred to the City. Upon transfer, the Offsite Facilities shall become part of the City's System.

**4.11 Connection to the System.** After the permanent connection to the System, Owner shall connect all wastewater flows up to 244 residential LUEs and 30 Commercial LUEs from the Land to the System in compliance with the City's Wastewater Ordinance.

**4.12 Delivery of Drawings.** Upon completion of the Onsite Facilities and Offsite Facilities, the Developer shall provide to the City: (i) three sets of record drawings of the as-built plans, including complete and accurate locations of all Onsite Facilities (ii) autocad plans; (iii) GPS files noting location of the Onsite Facilities and Offsite Facilities; and (iv) certifications sealed by a registered professional engineer stating that the Onsite Facilities and Offsite Facilities are fully completed in substantial compliance



with the Plans and Specifications approved by the City and in accordance with the as-built plans.

## **ARTICLE V FEES AND CHARGES**

**5.1 Impact Fees.** The payment for the Impact Fees for each LUE will be due upon the later of (i) completion of the West Interceptor Line and the wastewater plant authorized by the Discharge Permit and same are ready and able to receive and treat wastewater from the Project or (ii) the issuance of a certificate of occupancy for such Unit. The Impact Fee for each LUE for this Development is agreed to be and shall be set at \$7,580.00 per LUE. Connection of any structure on the Land to the System is prohibited until Owner pays the Impact Fees as required herein. This Agreement is an agreement providing for the time and method of payment of the Impact Fees and an Owner's voluntary request for reservation of capacity pursuant to Chapter 395. Owner is not entitled to any reimbursement of Impact Fees.

**5.2 Delayed Connection Fees.** Two years after receiving the Construction Notice, Owner shall begin paying to the City a Delayed Connection Fee of \$50/month for each LUE reserved pursuant to this agreement to reserve capacity in the System until the Impact Fee for that LUE is paid.

**5.3 Beneficial Reuse Infrastructure.** Rather than provide beneficial reuse infrastructure on the Land, Owner shall pay \$1,675.00 per LUE for each lot within a final plat approved by City. Such payment is to be used by City in funding beneficial reuse infrastructure at another location. This payment shall be due within sixty (60) days after the recording of each final plat of the Project. City stipulates and confirms that the payment made by Owner pursuant to this paragraph constitutes complete compliance with Chapter 22, Article 22.06.007 of the City's Code of Ordinances.

**5.4 Line Extension Charges.** In addition to Impact Fees, Owner agrees to pay the line extension charges for the West Interceptor when they are adopted in substantial compliance with the Wastewater Line Extension Ordinance of the City's Code of Ordinances. Additionally, City agrees to pay to Owner the line extension charges it receives for the users that are required to pay their respective portion of the sewer lines constructed by Owner.

## **ARTICLE VI EASEMENTS**

**6.1 Onsite Facility Easements.** Owner shall retain all easements for Onsite Facilities.

**6.2 Offsite Facilities Easements.** Acquisition of rights-of-way easements necessary for Offsite Facilities is primarily the responsibility of Owner at no cost to City, but if needed, City may, in its sole discretion, elect to employ its statutory authority to acquire the rights-of-way. If City has existing easements that can be used for Offsite Facilities, City shall allow

their use at no expense to Owner. All Offsite Facility easements shall be conveyed or retained by City. City shall maintain all acquired easements at City's sole cost. Owner will reimburse City for all reasonable costs of acquisition of easements.

**6.3 Easements from Owner.** Owner shall provide to City a non-exclusive easement or easements, if necessary, to access the Proposed Development's private roadways to access Onsite Facilities, Offsite Facilities, and wastewater facilities. Prior to execution of any such easement, Owner agrees that City shall have a reasonable right of access to any roadway or designated trail on the Land for ingress or egress to Onsite Facilities, Offsite Facilities, and wastewater facilities.

## **ARTICLE VII TERM AND TERMINATION**

**7.1 Term.** This Agreement remains in effect so long as City is providing wastewater service to the Development, unless otherwise expired or terminated under this Article VII or otherwise rendered null and void by the terms of this Agreement.

**7.2 Termination for Breach.**

- (a) If Owner breaches this Agreement, then City may send a notice of default to Owner. The notice must include a reasonable description of the breach. If Owner fails to cure the breach within 60 days of that notice (including payment of all past-due amounts), then City may send a second notice describing the breach and Owner's failure to cure. Owner's failure to cure the breach within 30 days after the second notice gives City the right to terminate this Agreement by sending a termination notice to Owner. The effective date of the termination will be the date the notice is sent and, as of that date, City will be released from all obligations under this Agreement, and Owner will not receive any refunds of amounts already paid to City under this Agreement. Owner expressly agrees that its forfeiture of such amounts, to be retained by City upon termination under this § 7.2(a), is a reasonable amount of liquidated damages to City for such breach of this Agreement, in addition to actual damages, if any, should Owner improperly connect to or tamper with City's System during construction.
- (b) If City breaches this Agreement, Owner may send a notice of default to City. The notice must include a reasonable description of the breach. If City fails to cure the breach within 60 days of that notice, then Owner may send a second notice describing the breach and City's failure to cure. If City's breach is a failure to commence wastewater service to the Development as provided in **§2.1 or §2.2**, and if Owner is not in breach of this Agreement, then City's failure to cure the breach within 30 days after the second notice gives Owner the right to:

- (1) demand City's specific performance, subject to the other terms of this Agreement including Force Majeure or the City's inability to utilize the Discharge Permit because of legal proceedings; or
- (2) terminate this Agreement by sending a termination notice to City and, upon such notice and termination, to receive a refund (without interest) of all Impact Fees and Delayed Connection Fees paid to City under this Agreement. The effective date of the termination will be the date the notice is sent and, as of that date, City will be released from all obligations under this Agreement except its refund obligation under this §7.2(b)(2).

**7.3 Termination for Non-use.** If Owner does not connect the Land to the System within five years after the West Interceptor Line and the wastewater plant authorized by the Discharge Permit are ready and able to receive and treat wastewater from the Development, then the LUEs committed by the City by this agreement are released, and the City will be under no further obligation to serve the Land and this Agreement shall terminate. If this Agreement terminates pursuant to the provision, no monies paid to the City prior to the termination shall be refunded.

## **ARTICLE VIII MISCELLANEOUS**

**8.1 Governing Law, Jurisdiction and Venue.** This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays County, Texas and hereby submit to the jurisdiction of the courts of Hays County, and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

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



To City:

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

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

To Owner:

DS Propco Owner LP  
 1515 S. Capital of Texas Highway, Ste. 400  
 Austin, TX 78746  
 Attn: Isaac Karpay  
 Tel: 813 785-7964

With copy to:  
 Baker & Robertson  
 171 Benney Lane, Bldg II  
 Dripping Springs, Texas 78620  
 Attn: Rex G. Baker, III  
 Tel: 512 894-0890

**8.3 Assignment.** Owner may assign this Agreement to another owner of the Land without the consent of City provided the assignee agrees to be bound by the obligations contained herein. This Agreement is binding on Owners' successors and assigns, including future owners of any land or structures within the Development.

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

**8.5 No Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any 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 a 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.

**8.6 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.

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

**8.8 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 “include” or “including” means to include “without limitation.” Any provision of this Agreement that provides for the agreement or approval of City staff or City Council, such agreement or approval may be withheld or conditioned by the staff or City Council in its sole discretion.

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

**8.10 Force Majeure.** If any Party is delayed in meeting, or fails to meet, a deadline required by this Agreement (other than a deadline to pay money due and payable hereunder), and such delay or failure is due to causes beyond that Party's reasonable control, including, without limitation, failure of suppliers, contractors, subcontractors and carriers, then the dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that the Party experiencing the failure or delay gives the other Party reasonably prompt Notice specifically describing the cause relied upon.

**8.11 Professional Fees.** Owner agrees to place funds into City's escrow account, as necessary from time to time, to pay City's reasonably necessary engineering and legal fees incurred to prepare, negotiate, implement, interpret, or amend this Agreement. City is entitled to reimbursement of such fees plus a 20% administrative charge.

**8.12 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	Map of the Land
Exhibit B	Legal Description of the Land
Exhibit C	Map of Connection Point
Exhibit D	Form of Easement

**8.13 Effective Date.** Effective Date. The Effective Date of this Agreement is July 19, 2022.

**[signatures on following pages]**



**CITY OF DRIPPING SPRINGS, TEXAS**

**Attest:**

\_\_\_\_\_  
City Secretary

By: \_\_\_\_\_  
Bill Foulds, Mayor

Date: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on \_\_\_\_\_, 2022 by Bill Foulds, Mayor of the City of Dripping Springs, Texas general laws municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_.

**OWNER**

DS Propco Owner LP  
a Delaware limited partnership  
by its general partner:  
DS Propco GP, LLC  
A Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

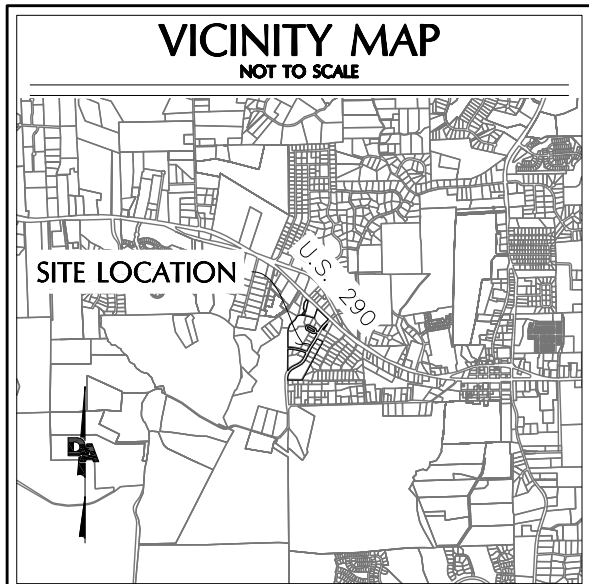
STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was executed before me on \_\_\_\_\_, 2022 by  
\_\_\_\_\_, \_\_\_\_\_ of DS Propco GP, LLC, a Delaware limited  
liability company, which is the general partner of DS Propco Owner LP, a Delaware  
limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N78°11'17"E	76.86'
L2	N28°58'51"E	66.58'
L3	S60°54'10"E	13.80'
L4	N61°04'06"W	14.09'
L5	S63°51'05"E	14.88'
L6	S54°57'07"E	40.05'
L7	S63°48'12"E	14.81'



LEGEND	
_____	PROPERTY LINE/SUBJECT EASEMENT
-----	EXISTING PROPERTY LINE
-----	EXISTING EASEMENT
-----	ADJOINER PROPERTY LINE
BSL	BUILDING SET BACK LINE
OE	OVERHEAD ELECTRIC
x	EXISTING WIRE FENCE
W	EXISTING WOOD FENCE
—	EDGE OF PAVEMENT
	APPROXIMATE SURVEY LINE
●	5/8" IRON ROD W/ "STAUDIT" CAP [UNLESS NOTED]
⊙	IRON PIPE FOUND [AS NOTED]
△	CALCULATED POINT
▲	NAIL FOUND
○	1/2" IRON ROD WITH "DOUCET"
○	CAP SET
CO ●	CLEAN OUT
	ELECTRIC PULL BOX
⊗	FIRE HYDRANT
⊗	GAS METER
⊗	TRAFFIC SIGNAL
⊗	REFLECTOR POST
⊗	VALVE
⊗	WATER VALVE
⊗	WATER METER
⊗	TELEPHONE PEDESTAL
⊗	SIGN [AS NOTED]
⊗	POWER POLE
⊗	DRAIN GUT
⊗	ELECTRIC METER
⊗	ELECTRIC TRANSFORMER
⊗	GAS VALVE
BSL	IRRIGATION CONTROL VALVE
CMP	BUILDING SETBACK LINE
DOC. NO.	CORROGATED METAL PIPE DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT PLAT RECORDS, HAYS COUNTY, TEXAS
P.R.H.C.T.	CITY PUBLIC RECORDS, HAYS COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS, HAYS COUNTY, TEXAS
(.....)	RECORD INFORMATION REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS

**LEGAL DESCRIPTION:**

TRACT 1: LOTS 2-10 AND LOTS 13-22, ROGER HANKS PARK, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 11, PAGE 324, PLAT RECORDS, HAYS COUNTY, TEXAS.

TRACT 2: COMMON AREA LOT BEING 0.330 ACRES, AND COMMON AREA LOT BEING 0.111 ACRES, ROGER HANKS PARK, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 11, PAGE 324, PLAT RECORDS, HAYS COUNTY, TEXAS.

TRACT 3: LOT PARK-A, AMENDED PLAT OF LOT 1 AND PARK, ROGER HANKS PARK, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 15, PAGE 25, PLAT RECORDS, HAYS COUNTY, TEXAS.

**FLOODPLAIN NOTE:**  
THIS PROPERTY IS LOCATED WITHIN UNSHADED ZONE "X", AREA OF MINIMAL FLOOD HAZARD, AS SHOWN ON F.I.R.M. PANEL NO. 48209C0105F, HAYS COUNTY, TEXAS DATED SEPTEMBER 2, 2005.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENT FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-4,7A,8,9,13, AND 14 OF TABLE A THEREOF.

STATE OF TEXAS  
REGISTERED  
CHRISTOPHER W. TERRY  
6649  
PROFESSIONAL  
AND SURVEYOR

CYPRESS FORK RANCH LP  
VOLUME 4118, PAGE 681  
INSTRUMENT NO. 11011538  
O.P.R.T.C.T.

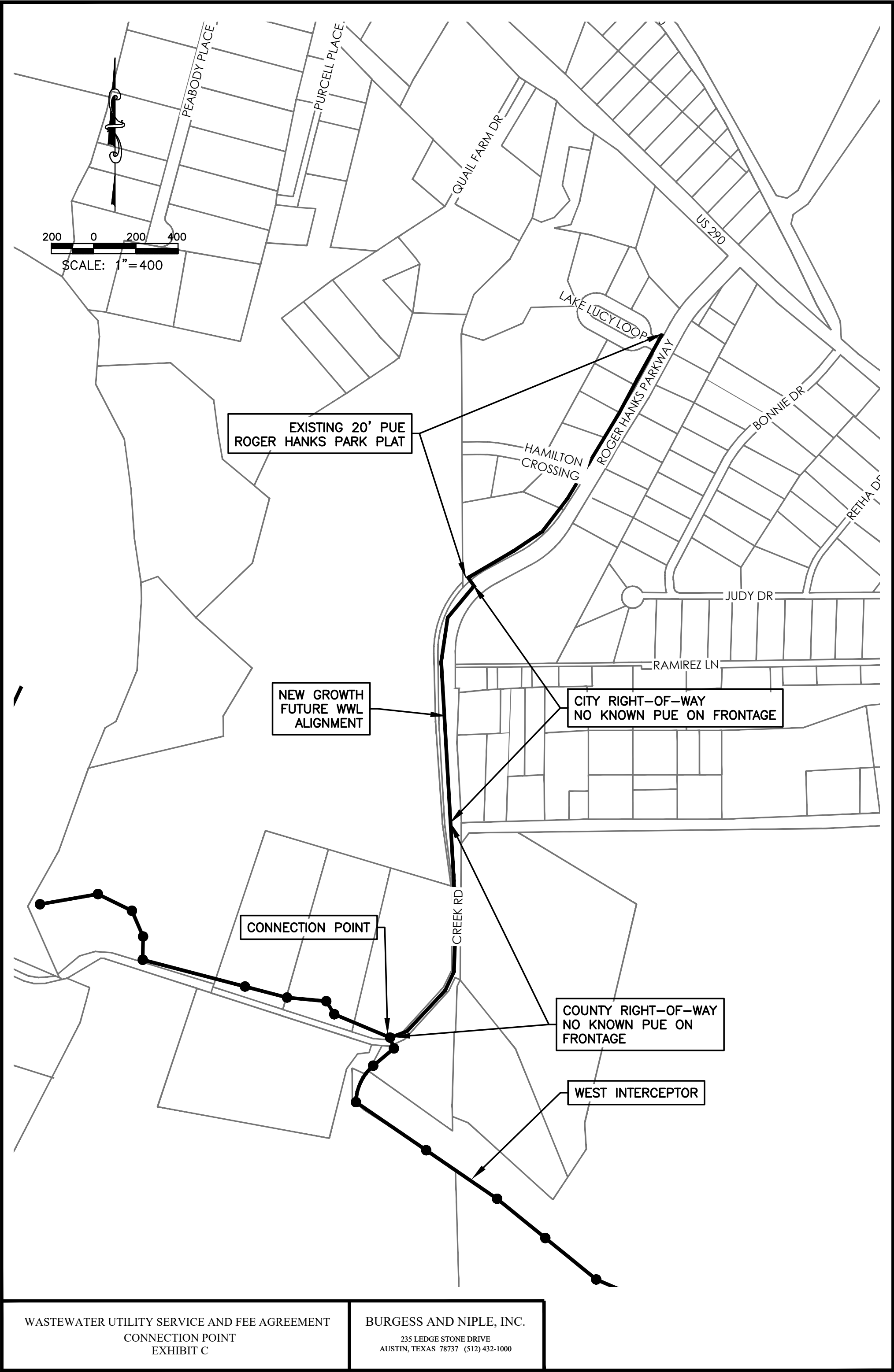
X:\Departments\Geospatial\Projects\2256-001 NewGrowth\CAD\dwg\Active - Exhibits\2256-001 ALTA - grid.dwg

 <b>DOUCET &amp; ASSOCIATES</b> Civil Engineering - Planning - Geospatial 7401 B. Highway 71 W, Suite 160 Austin, Texas 78735, Phone: (512)-583-2600 <a href="http://www.doucetengineers.com">www.doucetengineers.com</a> TPBES Firm No.: 10105800 TPBE Firm No. F-3937	Date: 10/27/2021 Scale: 1" = 100' Drawn by: PD Reviewer: GT Project: 2256--001 Sheet: 1 OF 1 Field Book: 534 Party Chief: ADM Date: 01/15/2021
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**Exhibit B**  
**Legal Description of the Land**

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16; 17, 18, 19, 20, 21, 22, the Park and the Common Area, ROGER HANKS PARK, a subdivision in Hays County, Texas (the "Subdivision"), according to the map or plat thereof (the "Plat") recorded in Book 11, Page 324, Plat Records of Hays County, Texas.



**Exhibit D****FORM OF EASEMENT**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**SANITARY SEWER EASEMENT**  
(CORPORATE)

**Date:**

**Grantor:** \_\_\_\_\_, a Texas \_\_\_\_\_

**Grantor's Address:**

**Grantee:** **CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality situated in Hays County, Texas

**Grantee's Address:** P.O. Box 384  
511 Mercer Street  
Dripping Springs, Hays County, Texas 78620

**Property:** An exclusive easement and right-of-way in, upon, over, under, along, through, and across the parcel of real property of Grantor ("Easement"), said Easement consisting of approximately \_\_\_\_\_ acres, more or less, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference ("Easement Tract").

**Consideration:** Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor for which no lien either express or implied is retained

**Permitted Encumbrances:** None

**GRANT OF EASEMENT:**

\_\_\_\_\_, a Texas \_\_\_\_\_ ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby GRANT, SELL AND CONVEY unto **THE CITY OF DRIPPING SPRINGS, TEXAS**, a General Law municipality located in Hays County, Texas ("Grantee") the Easement in, upon, over, under, along, through, and across the Easement Tract TO HAVE AND TO HOLD the same perpetually to Grantee and



its successors and assigns, together with the right and privilege at any and all times to enter the Easement Tract with full rights of ingress and egress from the adjoining property of Grantor, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade, and repair of the improvements which are constructed and installed therein or thereon under the terms of this Easement.

Grantor, on behalf of Grantor and its successors and assigns, does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted on the Easement Tract, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same.

#### **CHARACTER OF EASEMENT:**

The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are irrevocable. The Easement is for the benefit of Grantee.

#### **PURPOSE OF EASEMENT:**

The Easement shall be used by Grantee for public sanitary sewer purposes, including placement, construction, installation, replacement, repair, maintenance, upgrade, relocation, removal, and operation of public sanitary sewer pipelines and related appurtenances, or making connections thereto ("Facilities"). The Easement shall also be used by Grantee for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Upon completion of construction, Grantee agrees to restore the surface of the Easement Tract as follows: remove any construction debris or other material remaining on the site after construction, remove any disturbed rock, roots, and soil, remove any temporary barriers, remove any temporary access roads and drainage facilities, revegetate disturbed vegetated areas, and restore roadway surfaces to existing or better condition, unless requested otherwise by Grantor.

#### **DURATION OF EASEMENT:**

The Easement shall be perpetual. Grantor hereby binds Grantor and Grantor's successors and assigns, to warrant and forever defend the Easement on the Easement Tract unto Grantee, its successors and assigns, against any person whomsoever lawfully claiming.

#### **GRANTOR USE:**

Grantor hereby retains surface use of the Easement Tract and the right to plant and maintain ground cover and grasses only. Grantor relinquishes the authority for planting or cultivation of bushes, trees or other living matter, and building and maintaining any structures within the Easement Tract, and acknowledges that such uses are specifically prohibited. Grantor grants to Grantee the right to remove any living material or structures located within the Easement Tract, without Grantor recourse, to prevent interference with the operation or repairs to Grantee's facilities or use within the Easement Tract.

In witness whereof, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF TEXAS**

§

§

**CORPORATE ACKNOWLEDGMENT**

**COUNTY OF HAYS**

§

This instrument was acknowledged before me, the undersigned authority, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, a Texas \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For  
The State of Texas

My Commission expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**

City Secretary  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, Texas 78620

**EXHIBIT “A”**  
**EASEMENT TRACT**



## Project Status Report

Permits Created From 5/31/2022 to 7/1/2022

Generated 7/8/2022 8:28:49 AM

Item 23.

Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
<a href="#">2022-57</a>	Open	, Dripping Springs, TX 78620	Street and ROW Maint. (Jun. WO's)	16884028	N/A	Street/Roads	Work Planned	Completed	Sonny Garza	06/08/2022
				18060088	N/A	Street/Roads	Work Planned	New	Bill Stevens	
				18113443	N/A	Street/Roads	Work Planned	Completed	Jim Bass	06/22/2022
				18151907	N/A	Street/Roads	Work Planned	Completed	Bill Stevens	06/29/2022
				18161728	N/A	Street/Roads	Work Planned	Completed	Bill Stevens	06/30/2022
				18162128	N/A	Street/Roads	Work Planned	Completed	Sonny Garza	07/05/2022
				18162136	N/A	Street/Roads	Work Planned	Completed	Sonny Garza	07/05/2022
<a href="#">2022-58</a>	Open	511 Mercer St., City Hall, TX 78620	City Hall (Jun. WO's)	18057172	N/A	N/A	Work Planned	Completed	Jim Bass	06/22/2022
				18070736	N/A	N/A	Work Planned	Completed	Sonny Garza	06/21/2022
				18071102	N/A	N/A	Work Planned	Completed	Jim Bass	06/22/2022
				18110084	N/A	N/A	Work Planned	Completed	Sonny Garza	06/28/2022
				18113557	N/A	N/A	Work Planned	Completed	Craig Rice	06/21/2022
				18139172	N/A	N/A	Work Planned	New	Sonny Garza	
				18114070	N/A	N/A	Work Planned	Completed	Jim Bass	06/20/2022
				18128197	N/A	N/A	Work Planned	Completed	Johnathon Hill	06/22/2022

<a href="#">2022-58</a>	Open	511 Mercer St., City Hall, TX 78620	City Hall (Jun. WO's)	18162004	N/A	N/A	Work Planned	Completed	Sonny Garza	07/05/2022 Item 23.
<a href="#">2022-59</a>	Closed	419 Founders Park Rd., Founders Park, TX 78620	Founders Park (Jun. WO's)	18070373	N/A	Parks	Work Planned	New	Craig Rice	
				18070368	N/A	Parks	Work Planned	Completed	Jim Bass	06/16/2022
				18070361	N/A	Parks	Work Planned	Completed	Jim Bass	06/16/2022
				18167834	N/A	Parks	Work Planned	Completed	Johnathon Hill	06/30/2022
				18167836	N/A	Parks	Work Planned	Completed	Bill Stevens	06/30/2022
<a href="#">2022-60</a>	Open	27148 RR12, Sports and Rec Park, TX 78620	Sports and Rec Park (Jun. WO's)	18113683	N/A	Parks	Work Planned	Completed	Jim Bass	06/20/2022
				18113429	N/A	Parks	Work Planned	Completed	Jim Bass	06/20/2022
				18070708	N/A	Parks	Work Planned	Completed	Sonny Garza	06/21/2022
				18053096	N/A	Parks	Work Planned	Completed	Jim Bass	06/22/2022
				18139177	N/A	Parks	Work Planned	Completed	Sonny Garza	06/28/2022
<a href="#">2022-61</a>	Open	151 Mercer St., VMP/Triangle, TX 78620	VMP/Triangle (Jun. WO's)	No Work Orders on Project	N/A	N/A				
<a href="#">2022-62</a>	Closed	1042 Event Center Dr., Ranch House, TX 78620	Ranch House (Jun. WO's)	16888617	N/A	N/A	Work Planned	Completed	Johnathon Hill	06/03/2022
				18052497	N/A	N/A	Work Planned	Completed	Sonny Garza	06/21/2022
				18139390	N/A	N/A	Work Planned	Completed	Jim Bass	06/24/2022
<a href="#">2022-63</a>	Closed	1042 Event Center Dr., Dripping Spring Ranch Park, TX 78620	DSRP (Jun. WO's)	18119664	N/A	Parks	Work Planned	New	Jim Bass	
				18054633	N/A	Parks	Work Planned	Completed	Sonny Garza	06/21/2022
				18054646	N/A	Parks	Work Planned	Completed	Sonny Garza	06/21/2022 258

<a href="#">2022-63</a>	Closed	1042 Event Center Dr., Dripping Spring Ranch Park, TX 78620	DSRP (Jun. WO's)	18054644	N/A	Parks	Work Planned	Completed	Jim Bass	06/22/2022
				18119674	N/A	Parks	Work Planned	Completed	Jim Bass	06/22/2022
				18054623	N/A	Parks	Work Planned	Completed	Jim Bass	06/24/2022
<a href="#">2022-64</a>	Open	22690 RM 150, Charro, TX 78620	Charro Park (Jun. WO's)	18059628	N/A	Parks	Work Planned	New	Sonny Garza	
<a href="#">2022-65</a>	Closed	, Fleet and Equipment, TX 78620	Fleet and Equipment (Jun. WO's)	18128234	N/A	N/A	Work Planned	New	Sonny Garza	
				18054585	N/A	N/A	Work Planned	Completed	Sonny Garza	06/21/2022
				18073530	N/A	N/A	Work Planned	Completed	Johnathon Hill	06/22/2022
				18162273	N/A	N/A	Work Planned	Completed	Riley Sublett	07/01/2022
				18073525	N/A	N/A	Work Planned	Completed	Sonny Garza	07/05/2022
				18162146	N/A	N/A	Work Planned	Completed	Sonny Garza	07/05/2022
				18162149	N/A	N/A	Work Planned	Completed	Sonny Garza	07/05/2022
<a href="#">2022-66</a>	Closed	101 Old Fitzhugh, Stephenson Building, TX 78620	Stephenson Bldg (Jun. WO's)	18128259	N/A	N/A	Work Planned	Completed	Jim Bass	06/24/2022
<a href="#">2022-67</a>	Open	23127 W. 150, South Regional Water Reclamation Facility, TX 78620	South Regional Water Reclamation Facility (Jun. WO's)	18162157	N/A	N/A	Work Planned	New	Sonny Garza	
				16884018	N/A	N/A	Work Planned	Completed	Johnathon Hill	06/03/2022
				16884042	N/A	N/A	Work Planned	Completed	Sonny Garza	06/08/2022
				18054597	N/A	N/A	Work Planned	Completed	Johnathon Hill	06/13/2022
				18109756	N/A	N/A	Work Planned	Completed	Riley Sublett	06/21/2022



<a href="#">2022-68</a>	Open	, Street and ROW Maint, TX 78620	Street and ROW Maint. (Jul. WO's)	18201506	N/A	Street/Roads	Work Planned	New	Sonny Garza	Item 23.
<a href="#">2022-69</a>	Closed	511 Mercer St., City Hall, TX 78620	City Hall (Jul. WO's)	18190537	N/A	N/A	Work Planned	New	Bill Stevens	
				18197453	N/A	N/A	Work Planned	Completed	Johnathon Hill	07/06/2022
<a href="#">2022-70</a>	Open	419 Founders Park Rd., Founders Park, TX 78620	Founders Park (Jul. WO's)	18194357	N/A	Parks	Work Planned	New	Bill Stevens	
				18201546	N/A	Parks	Work Planned	New	Riley Sublett	
<a href="#">2022-71</a>	Open	27148 RR12, Sports and Rec Park, TX 78620	Sports and Rec Park (Jul. WO's)	18201532	N/A	Parks	Work Planned	New	Riley Sublett	
<a href="#">2022-72</a>	Open	151 Mercer St., VMP/Triangle, TX 78620	VMP/Triangle (Jul. WO's)	No Work Orders on Project	N/A	Parks				
<a href="#">2022-73</a>	Open	1042 Event Center Dr., Ranch House, TX 78620	Ranch House (Jul. WO's)	18176160	N/A	N/A	Work Planned	Completed	Sonny Garza	07/05/2022
<a href="#">2022-74</a>	Open	1042 Event Center Dr., Dripping Spring Ranch Park, TX 78620	DSRP (Jul. WO's)	18176664	N/A	Parks	Work Planned	New	Sonny Garza	
				18201586	N/A	Parks	Work Planned	New	Sonny Garza	
<a href="#">2022-75</a>	Open	22690 RM 150, Charro, TX 78620	Charro Park (Jul. WO's)	No Work Orders on Project	N/A	Parks				
<a href="#">2022-76</a>	Open	, Fleet and Equipment, TX 78620	Fleet and Equipment (Jul. WO's)	18180091	N/A	N/A	Work Planned	New	Sonny Garza	
<a href="#">2022-77</a>	Open	101 Old Fitzhugh, Stephenson Building, TX 78620	Stephenson Bldg (Jul. WO's)	18203931	N/A	N/A	Work Planned	New	Johnathon Hill	

<a href="#">2022-78</a>	Open	23127 W. 150, South Regional Water Reclamation Facility, TX 78620	South Regional Water Reclamation Facility (Jul. WO's)	No Work Orders on Project	N/A	N/A					<div>Item 23.</div>
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**City of Dripping Springs**  
**Project and Work Order Report**  
*June 2022*



## Fiscal Year 2022

**Project and Work Order Report**  
 October 2021 - September 2022

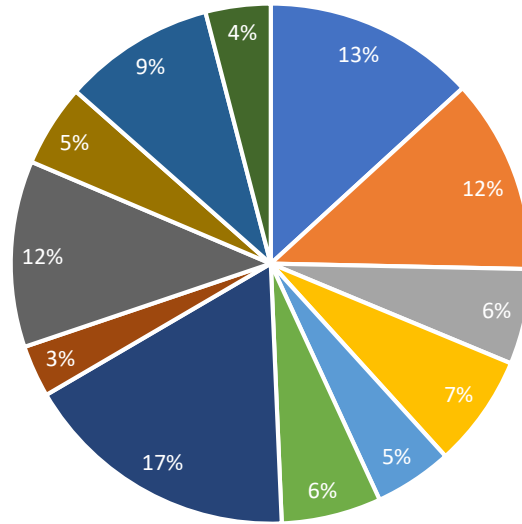
Project Description	# of WO's	Hours Documented	% of Fiscal Year 2022 WO's	% of Fiscal Year 2022 WO Hours
Street and ROW Maint.	49	137	13%	15%
City Hall	45	103.5	12%	11%
Founders Park	22	51	6%	5%
Sports and Rec Park	26	92	7%	10%
VMP/Triangle	18	49	5%	5%
Ranch House	23	40.75	6%	4%
DSRP	64	142	17%	15%
Charro Park	12	20	3%	2%
Fleet and Equipment	43	114	12%	12%
Stephenson Bldg	19	59.5	5%	6%
South Regional Water Reclamation Facility	35	48.5	9%	5%
Founders Day	15	74.25	4%	8%
<b>FY2022 Totals</b>	<b>371</b>	<b>931.5</b>	<b>100%</b>	<b>100%</b>

*Totals as of July 1, 2022*



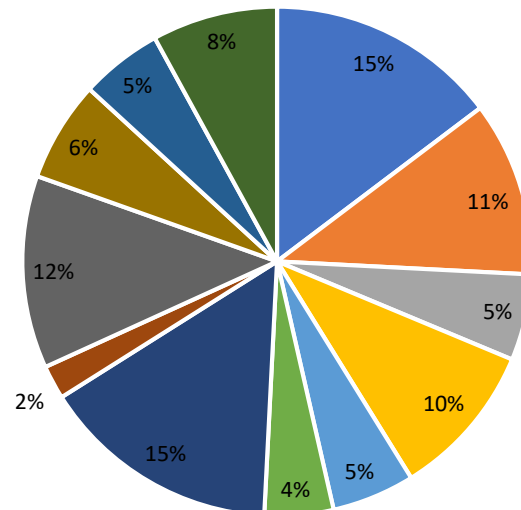
### % of FY22 WO's

- Street and ROW Maint.
- City Hall
- Founders Park
- Sports and Rec Park
- VMP/Triangle
- Ranch House
- DSRP
- Charro Park
- Fleet and Equipment
- Stephenson Bldg
- South Regional Water Reclamation Facility
- Founders Day



### % of FY22 WO Hours

- Street and ROW Maint.
- City Hall
- Founders Park
- Sports and Rec Park
- VMP/Triangle
- Ranch House
- DSRP
- Charro Park
- Fleet and Equipment
- Stephenson Bldg
- South Regional Water Reclamation Facility



# City of Dripping Springs

## Monthly Maintenance Report

*June 2022*

### **Routine Maintenance**

- M-F Weekly Maintenance Check list is completed in the morning
- Maintenance Meeting Wednesdays (1:00pm)
- Friday's Vehicles cleaned out, washed, and maintenance check completed
- Banners put up and taken down as needed
- City Hall fogged and sprayed with disinfectant daily
- Mercer St. plant beds maintained
- Founders pool skimmers cleaned out
- Founders pool chemicals checked/restocked

### **Additional Maintenance Completed**

#### **Parks**

- SRP restrooms power washed – 6/1
- Founders pool pump gaskets replaced – 6/1
- SRP playground wasp treatment – 6/2
- Charro entrance and picnic area herbicide treatment – 6/6
- DSRP lower field mowed – 6/6
- DSRP trails mowed – 6/6, 6/8
- SRP trail trash cleanup – 6/7
- DSRP cowboy church mowed – 6/7
- SRP adult softball dead tree removed – 6/8
- Founders pool chemical feeder repaired – 6/8, 6/15
- Founders pool pump #2 valve replaced – 6/8
- SRP restroom wasp treatment – 6/9
- Founders pool lifeguard canopies repaired – 6/10
- Founders pool ant treatment – 6/10, 6/30
- Charro water collection system op. checks – 6/9-6/10, 6/23
- SRP benches re-set – 6/14
- Founders pool lifeguard office breaker repair – 6/14
- Founders pool chemical pump area trimmed – 6/14
- SRP restroom vent raised – 6/16
- Veterans Park mowed and trimmed – 6/22
- SRP adult softball field batter box pin removal – 6/23
- DSRP overflow parking area mowed – 6/24
- Founders pool shower rod repaired – 6/30

#### **Streets**

- Hays St. speed cushion removed (Hardware hazard) – 6/3
- Old Fitzhugh ROW trash pickup – 6/6
- Mercer St. drainage cleanup – 6/8
- Rob Shelton medians mowed and trimmed – 6/10, 6/13
- Rob Shelton ROW mowed – 6/14
- Founders Park Rd. ROW mowed – 6/14-6/15
- Creek Rd. ROW mowed – 6/15
- Roger Hanks ROW mowed – 6/15
- Hays St. stop sign repaired – 6/15
- Springlake Dr Row mowed – 6/17
- Sportsplex sidewalks mowed and trimmed – 6/17, 6/20
- Goodnight ROW mowed – 6/17
- Mercer St. bridge ROW trimmed – 6/29

### **Facilities**

- City Hall water run - 6/1, 6/3, 6/17, 6/30
- Ranch House water run - 6/1
- DSRP women's restroom light ballast replaced – 6/1
- Ranch House bushes trimmed – 6/3
- Ranch House A/C repair – 6/6-6/7, 6/9-6/10
- City Hall planters placed – 6/6-6/7
- City Hall mowed and trimmed – 6/7, 6/21
- DSRP oven pilot light re-light – 6/7
- City Hall women's restroom water heater repaired – 6/8
- DSRP expansion doors adjusted – 6/8
- Stephenson building wasp treatment – 6/13
- City Hall handicap parking sign repaired – 6/13-6/14
- Stephenson building trimmed – 6/15
- City Hall conference room tv's installed – 6/15
- City Hall A/C repair – 6/16
- Ranch House tv installed – 6/16
- City Hall light fixture cleaning and bulb replacement – 6/21
- Conference rooms outlet install – 6/23-6/24, 6/28
- Stephenson building leak remediation – 6/29
- City Hall council chambers outlet installed – 6/30

### **Equipment/Vehicles**

- New city logo installed on city fleet
- Dump trailer solar panel installation – 6/1-6/3, 6/6
- PW001 pm'd – 6/3
- Water wagon repair – 6/3
- MD004 pm'd – 6/6, 6/10, 6/17, 6/30
- MD002 oil change – 6/9
- MD002 pm'd – 6/10

- Push mower repairs – 6/10
- AD001 inspection – 6/14
- MD003 pm'd – 6/17, 6/24
- SRWRF Ferris mower pulley idler pulley and blades replaced – 6/17
- MD003 oil change – 6/20
- Speed bleacher hydraulic repair – 6/20-6/22
- Fuel station battery troubleshooting – 6/20
- AD001 pm'd – 6/24
- MD002 driver side taillight replacement – 6/24
- Speedy Bleacher inspections – 6/27
- Dump trailer inspection – 6/27
- Big Tex trailer inspection – 6/27
- SRWRF Ferris mower oil change – 6/30

#### **Other**

- White board refurbishing – 6/2, 6/24
- Quarterly staff meeting – 6/2
- Training program – Heat stress/Ladder safety -6/9
- Visitor center refrigerator removed – 6/15
- Ag. equipment safety training – 6/22
- Training program – Tool safety, Traffic Safety, Slips/Trips/Falls – 6/30

#### **SRWRF**

- Hayden St. lift station herbicide treatment – 6/3
- Treatment plant interior outlet replacement – 6/7
- Arrowhead, Caliterra, Elementary lift station herbicide treatment – 6/9
- Big Sky lift station herbicide treatment – 6/10
- Base spread in parking area – 6/16
- A/C unit replaced – 6/27