



## City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas

Tuesday, July 16, 2024, at 6:00 PM

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# AGENDA

## CALL TO ORDER & ROLL CALL

### City Council Members

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian

Council Member Place 2 Wade King

Council Member Place 3 Geoffrey Tahuahua

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

### Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

Deputy City Administrator Shawn Cox

City Attorney Laura Mueller

Deputy City Attorney Aniz Alani

City Secretary Diana Boone

IT Director Jason Weinstock

People & Communications Director Lisa Sullivan

Parks & Community Services Director Andy Binz

Maintenance Director Riley Sublett

Utilities Director Dane Sorenson

Planning Director Tory Carpenter

## PLEDGE OF ALLEGIANCE

## PRESENTATION OF CITIZENS

*A member of the public that wishes to address the City Council on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the City Council that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the City Council must present the documents to the City Secretary or City Attorney providing at least seven (7) copies; if seven (7) copies are not provided, the City Council will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation*

*of Citizens; however, the Mayor may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.*

## **PROCLAMATIONS & PRESENTATIONS**

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

- 1. Proclamation of the City of Dripping Springs Recognizing the Dripping Springs, Texas Craft Brewing Industry, Celebrating Dripping Springs' Membership in the Texas Craft Brewers Guild Brew City, Texas Program, and Declaring July 16, 2024, as "Dripping Springs Brew City Day." Sponsor: Mayor Bill Foulds, Jr.**

*Workshop items are for discussion purposes only and no action shall be taken. City Council may provide staff direction.*

- 2. Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2025.**

## **CONSENT AGENDA**

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

- 3. Approval of the July 2, 2024 City Council meeting minutes.**
- 4. Approval of an interlocal agreement with the Texas Municipal League Intergovernmental Risk Pool related to 2024-2025 Cyber Liability and Data Breach Response Coverage. Sponsor: Mayor Bill Foulds, Jr.**
- 5. Approval of a Resolution Accepting Improvements and Approving a Maintenance Bond for Heritage Subdivision Phase 2 Streets, Wastewater, and Drainage. Applicant: Liberty Civil Construction, LLC.**
- 6. Approval of a Resolution approving an Assignment for the Heritage development from BobWhite Investments, LP to M/I Homes of Austin for the Development Agreement and related agreements. Applicant: BobWhite Investments**
- 7. Approval of the June 2024 Treasurer's Report.**

## **BUSINESS AGENDA**

- 8. Discuss and consider approval of an extension for the Conditional Use Permit for CUP2024-0003 to allow the continued use of a tent at 27950 Ranch Road 12. Applicant: Erin Banks, Banks & Associates**
  - a. Applicant Presentation
  - b. Staff Report
  - c. Planning & Zoning Commission Report

- d. Public Hearing
- e. CUP Extension

**9. Update on Dripping Springs Mountain Bike Club Use Agreement and Settlement Agreement.** *Emily Nelson, Dripping Springs Ranch Park Manager.*

**10. Presentation, discussion, and consideration of possible action regarding the Downtown Restrooms Project and City Council direction to staff regarding procurement and funding.** *Sponsor: Mayor Bill Foulds, Jr.*

## REPORTS

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

## CLOSED SESSION

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

**11. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, Wastewater Infrastructure Agreements, and related items.** *Consultation with Attorney, 551.071*

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

August 6, 2024, at 6:00 p.m.

August 20, 2024, at 6:00 p.m.

September 3, 2024, at 6:00 p.m.

### Board, Commission & Committee Meetings

July 17, 2024, Parks and Recreation Commission at 6:00 p.m.

July 18, 2024, Farmers Market Committee at 10:00 a.m.

July 18, 2024, Emergency Management Commission at 12:00 p.m.

July 18, 2024, Utility Commission at 4:00 p.m.

July 22, 2024, Transportation Committee at 3:30 p.m.

**ADJOURN**

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

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall, located at 511 Mercer Street, and on the City website at, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on July 12, 2024 at 5:00 p.m.*

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*Diana Boone, 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.*





**PROCLAMATION  
OF THE CITY OF DRIPPING SPRINGS  
RECOGNIZING THE DRIPPING SPRINGS, TEXAS CRAFT BREWING INDUSTRY, CELEBRATING  
DRIPPING SPRINGS' MEMBERSHIP IN THE TEXAS CRAFT BREWERS GUILD BREW CITY,  
TEXAS PROGRAM AND DECLARING JULY 16, 2024 AS DRIPPING SPRINGS BREW CITY DAY.**

- WHEREAS,** the City of Dripping Springs, recognizes the economic, cultural, and social contributions of the craft brewing industry to our community; and
- WHEREAS,** the craft brewing industry in Dripping Springs has grown significantly in recent years, fostering entrepreneurship, job creation, and tourism; and
- WHEREAS,** the craft breweries in Dripping Springs have become cherished local gathering places, contributing to the vibrancy and character of our city; and
- WHEREAS,** the City of Dripping Springs is committed to supporting and promoting the craft brewing industry, recognizing its role in enhancing quality of life and fostering community pride; and
- WHEREAS,** the City of Dripping Springs is proud to be a part of the Texas Craft Brewers Guild's Brew City, Texas program, uniting cities and municipalities across the state in celebrating craft beer tourism and economic development.

**Now, Therefore, Be It Proclaimed, by the City Council of the City of Dripping Springs:**

1. That the City of Dripping Springs hereby celebrates Dripping Springs as a Brew City, Texas community, recognizing the contributions of our local craft breweries to our community and economy.
2. That the City Council of the City of Dripping Springs encourages residents and visitors to explore and support the craft breweries in our city, fostering a thriving and inclusive craft beer culture.
3. That the City Council of the City of Dripping Springs extends its appreciation to the Texas Craft Brewers Guild for their leadership in promoting and advancing the craft brewing industry in Texas.
4. That in recognition of these contributions to the city of Dripping Springs, July 16, 2024, is declared Dripping Springs Brew City Day for the City of Dripping Springs.
5. That a copy of this resolution be presented to Dripping Springs Mayor, Bill Foulds, and to representatives of the local craft brewing community and local breweries including 12 Fox Brewing, Acoxon Brewing, Bell Springs Brewing Company, Family Business Beer Company, Fitzhugh Brewing, Ghost Note Brewing, Jester King Brewery, One Shot Distillery and Brewery, Suds Mokey Brewing Company, Twisted X Brewing Company, Vista Brewing and Lone Man Mountain Brewery as an expression of the City of Dripping Springs' support and appreciation.

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Bill Foulds, Jr., Mayor





## City Council Regular Meeting

City of Dripping Springs Council Chambers

511 Mercer Street - Dripping Springs, Texas Texas

Tuesday, July 02, 2024, at 6:00 PM

# MINUTES

## CALL TO ORDER & ROLL CALL

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

### City Council Members (All Present)

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

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

City Administrator Michelle Fischer  
 Deputy City Administrator Ginger Faught  
 Deputy City Administrator Shawn Cox  
 City Attorney Laura Mueller  
 City Secretary Diana Boone  
 IT Director Jason Weinstock  
 People & Communications Director Lisa Sullivan  
 Parks & Community Services Director Andy Binz  
 Maintenance Director Riley Sublett  
 Utilities Director Dane Sorenson  
 Planning Director Tory Carpenter  
 TIRZ Project Manager Keenan Smith  
 Farmers Market Manager Charlie Reed  
 Community Events Coordinator Johnna Krantz  
 Ranch Park Manager Emily Nelson  
 Ranch Park Assistant Manager Lily Sellers  
 Ranch Park Program Coordinator Madyson Sanchez  
 Aquatics Manager Lina Daugvilaite  
 Planning & Zoning Commission Vice Chair Tammie Williamson  
 Deputy Zach Miller

## PLEDGE OF ALLEGIANCE

Council Member Wade King led the Pledge of Allegiance.

## PRESENTATION OF CITIZENS

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Craig Damaret spoke about the idea of providing an anchor to draw people into the downtown area to help struggling businesses.

## BUDGET WORKSHOP

*Workshop items are for discussion purposes only and no action shall be taken. City Council may provide staff direction.*

### **1. Presentation and discussion regarding the proposed Municipal Budget for Fiscal Year 2025.**

The Budget Workshop was presented by Deputy City Administrator Shawn Cox. Presentation is on file. No action was taken.

Mayor Foulds asked that Transportation be added to the July 16, 2024 City Council Meeting Budget Workshop, along with Hotel Occupancy Tax and Districts Bureau, and to move Parks budget discussion to August.

## PROCLAMATIONS & PRESENTATIONS

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

### **2. Proclamation proclaiming the month of July 2024, as "Parks and Recreation Month" in the City of Dripping Springs, Texas.**

Parks and Community Services Director Andy Binz introduced his team and Council Member Wade King presented the Proclamation, proclaiming July 2024 as Parks and Recreation Month.

## CONSENT AGENDA

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

3. **Approval of the June 18, 2024 City Council regular meeting minutes.**
4. **Approval of a Resolution of the City of Dripping Springs Accepting a Maintenance Bond for Driftwood Club Core Phase 4 and Pond Improvements.** *Applicant: Tommy Lawton, Vice President, Driftwood Golf & Ranch Club*
5. **Approval of a Resolution of the City of Dripping Springs Accepting a Maintenance Bond for Driftwood Phase II Water and Wastewater.** *Applicant: Tommy Lawton, Vice President Development, Driftwood Golf & Ranch Club*
6. **Approval of the Reappointment of Olivia Barnard and the Appointment of Thomas Lengel to the Parks & Recreation Commission for a term ending June 30, 2026, and the Reappointment of Paul Fushille as the Committee Chair for a term of one (1) year.**
7. **Discuss and consider approval to accept the bid from Elk Ridge Construction, LLC to provide grounds maintenance on city property and within city parks, and to authorize the City Administrator to execute the Ground Maintenance Agreement.**
8. **Approval of an Ordinance of the City Council of the City of Dripping Springs, Texas accepting and approving an Annual Service Plan Update to the Service and Assessment Plan and an updated Improvement Area #1 Assessment Roll for the Heritage Public Improvement District; making and adopting findings; providing a cumulative repealer clause; and providing an effective date.**
9. **Approval of the purchase agreement between the City of Dripping Springs and Vermeer Texas-Louisiana for a Vermeer BC1000XL Chipper.** *Sponsor: Council Member Geoffrey Tahuahua*
10. **Approval of a Resolution acknowledging the Dripping Springs Water Supply Corporation's release of the Anarene West RR 12 properties to the City for Water Service.** *Sponsor: Mayor Bill Foulds, Jr.*

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member Parks to approve Consent Agenda Items 3 - 6. The motion carried 4 ayes to 0 nays to 1 recusal.

## **BUSINESS AGENDA**

11. **Discuss and consider a recommendation to City Council to select Halff Associates to be the consultant for the Parks, Recreation & Open Space Master Plan Update, and to authorize the City Administrator to negotiate a Professional Services Agreement between the City of Dripping Springs and Halff Associates for the Master Plan Update.**

Item was presented by Parks and Community Services Director Andy Binz. Presentation is on file. Nathlie Booth representing Halff was present in the audience.

A motion was made by Mayor Pro Tem Manassian and seconded by Council Member King to approve the selection of Halff to be the consultants for the Parks, Recreation & Open Space Master Plan Update. The motion carried unanimously 5 to 0.

**12. Presentation, discussion, and consideration of possible action regarding the Downtown Restrooms Project and City Council direction to staff regarding procurement and funding.** *Sponsor: Mayor Bill Foulds, Jr.*

A motion was made and withdrawn by Mayor Pro Tem Manassian to postpone consideration of this item.

A motion was made by Council Member Tahuahua and seconded by Mayor Pro Tem Manassian to move items 12 and 13 from the Business Agenda to Closed Session (Consultation with Attorney, 551.071), along with item 16. Motion carried unanimously 5 to 0.

After meeting in closed session to discuss this item, a motion was made by Council Member Tahuahua and seconded by Mayor Pro Tem Manassian to postpone this item to the July 16, 2024 City Council meeting.

**13. Public hearing and consideration of approval of an Ordinance regarding an Amendment to the Fiscal Year 2023-2024 Budget.**

- a. Staff Report
- b. Public Hearing
- c. Ordinance

A motion was made by Council Member Tahuahua and seconded by Mayor Pro Tem Manassian to move items 12 and 13 from the Business Agenda to Closed Session (Consultation with Attorney, 551.071), along with item 16. Motion carried unanimously 5 to 0.

**14. Discuss and consider approval of selection of a bidder and authorize contract negotiation and execution for the 2024 Roadway Maintenance Project Construction Contract between Brothers RDC Paving, LLC and the City of Dripping Springs.** *Sponsor: Mayor Bill Foulds, Jr.*

This item was moved up the agenda while agenda items 12 and 13 were moved to Closed Session. Deputy City Administrator Shawn Cox presented the staff report. Presentation is on file.

A motion was made by Council Member Parks and seconded by Council Member Crow to approve the selection of a bidder and authorize contract with Brothers RDC Paving, LLC for the 2024 Roadway Maintenance Project, to include Change Order No. 1. The motion carried unanimously 5 to 0.

## REPORTS

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

**15. Planning Department Report**

Report is on file.

## CLOSED SESSION

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

- 16. Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Wastewater Service Area and Agreements, Water Service, Wastewater Fees, and related items. Consultation with Attorney, 551.071**

City Council met in closed session from 7:02 p.m. to 7:35 p.m. No action was taken during Closed Session.

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

July 16, 2024, at 6:00 p.m.  
 August 6, 2024, at 6:00 p.m.  
 August 20, 2024, at 6:00 p.m.

### Board, Commission, & Committee Meetings

July 8, 2024, TIRZ No. 1 & No. 2 at 4:00 p.m.  
 July 10, 2024, Dripping Springs Ranch Park Board at 11:00 a.m.  
 July 11, 2024, Historic Preservation Commission at 4:00 p.m.  
 July 17, 2024, Parks & Recreation Commission at 6:00 p.m.  
 July 18, 2024, Farmers Market Committee at 10:00 a.m.  
 July 18, 2024, Emergency Management Committee at 12:00 p.m.  
 July 18, 2024, Utility Commission at 4:00 p.m.

## ADJOURN

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

This City Council meeting adjourned at 7:38 p.m.

## TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

*I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall,*

located at 511 Mercer Street, and on the City website at, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on June 28, 2024 at 6:30 p.m.

**APPROVED ON: July, XX, 2024**

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*Bill Foulds, Jr., Mayor*

**ATTEST:**

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*Diana Boone, City Secretary*





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

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**Submitted By:** Laura Mueller, City Attorney

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**Council Meeting Date:** July 16, 2024

**Agenda Item Wording:** **Approval of an interlocal agreement with the Texas Municipal League Intergovernmental Risk Pool related to 2024-2025 Cyber Liability and Data Breach Response Coverage.** *Sponsor: Mayor Bill Foulds, Jr.*

**Agenda Item Requestor:** Laura Mueller, City Attorney

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**Summary/Background:** Future cybercriminal activity is impossible to predict, which means neither the TML nor any other insurer can rely on past patterns and trends to predict future losses. TML recently created a new Cyber Fund and approved changes to the Pool’s Coverage structure, effective on October 1, 2024. Members must elect to continue coverage or “opt-in” by completing and returning the Cyber Interlocal Agreement to participate in the newly created Cyber Fund. This agreement is to accept the new coverage. The cost is \$1,250 a year.

**Commission Recommendations:** NA

**Recommended Council Actions:** Approve Interlocal agreement

**Attachments:** TML IRP Interlocal Agreement

**Next Steps/Schedule:** Execute agreement and send to TMLIRP.



WORKERS' COMPENSATION • PROPERTY • LIABILITY

**CRITICAL ALERT:**  
*Cyber Liability and Data Breach Response Coverage*

DATE: June 7, 2024  
 TO: All Members with Core (Band 1) Cyber Coverage  
 RE: 2024-2025 *Cyber Liability and Data Breach Response Coverage* Updates

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Dear Valued Member:

Since 2016, when the TML Risk Pool first began offering *Cyber Liability and Data Breach Response Coverage* (“*Cyber Coverage*”), cyber claims have exponentially increased in both frequency and severity.

Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That’s why the Board of Trustees recently created a new Cyber Fund and approved changes to the Pool’s Coverage structure, effective on October 1, 2024. *Members must elect to continue coverage or “opt-in” by completing and returning the Cyber Interlocal Agreement to participate in the newly-created Cyber Fund.*

**MEMBERS THAT DON’T FOLLOW THE OPT-IN PROCEDURES WILL LOSE THEIR EXISTING CYBER COVERAGE EFFECTIVE AT MIDNIGHT ON SEPTEMBER 30, 2024.**

Included in this packet are:

1. A two-page flyer explaining the updated Cyber Coverage and why the Pool made certain adjustments to ensure the viability of the program.
2. A Limits Page for the updated Cyber Coverage and a link to the updated Cyber Coverage Document, which shows the contribution increases and available limits.
3. A new, separate Interlocal Agreement (contract) to join the Pool’s new Cyber Fund.

Please review the above information.

If your entity wishes to continue Cyber Coverage, simply review, complete and sign, and return the completed Cyber Fund Interlocal Agreement as soon as possible but no later than September 30, 2024. (Each Member must follow their own statutory and local policies related to contract approval prior to signing.) You can either scan and return the completed and signed agreement by email to [underwriting@tmlirp.org](mailto:underwriting@tmlirp.org) or mail or ship it to Cyber Coverage, c/o TML Intergovernmental Risk Pool, P.O. Box 149194, Austin, Texas 78714. To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement. An executed copy of the agreement will be returned to you.

**REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.**

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TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

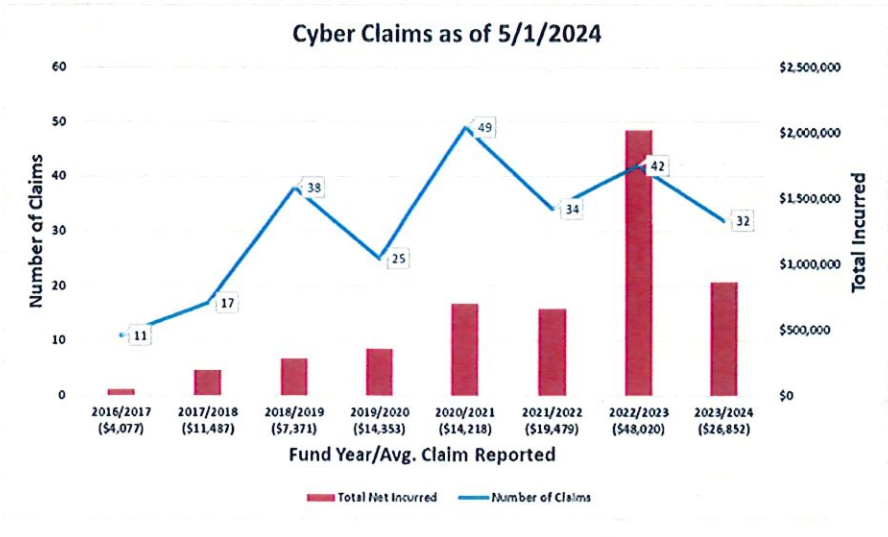
P.O. Box 149194 • Austin, Texas 78714-9194 • [www.tmlirp.org](http://www.tmlirp.org)



### CRITICAL ALERT: The Pool's NEW Cybersecurity Fund

#### Introduction

In 2016, the Pool recognized its Members' growing cyber liability exposure. Starting that year, complimentary coverage was provided to all Members with either General Liability or Real & Personal Property Coverage. Later, as the exposure increased, the Pool began charging a minimal amount for the coverage. As shown by the chart below, cyber claims have exponentially increased in both frequency and severity since that time.



Future cybercriminal activity is impossible to predict, which means neither the Pool nor any other insurer can rely on past patterns and trends to predict future losses. That's why the Board of Trustees recently approved the Pool's formation of a new Cyber Fund and updated *Cyber Liability and Data Breach Response Coverage* ("Cyber Coverage"), effective October 1, 2024, for those Members who opt-in and sign the *Cyber Liability Interlocal Agreement*. Read on for details.

Of course, nothing can cover every possible scenario. That's why each Member *must* take steps to protect themselves, and we can help you do so (regardless of whether you choose our cyber coverage). **Most cyberattacks are preventable, and local officials should implement basic policies, train on them, and follow them.** (See the final section below on loss prevention to learn more.)

#### The New Cyber Fund – Ensuring the Viability of the Pool's Cyber Coverage

Cyberattacks are becoming more common, more sophisticated, and more expensive. In fact, the Pool's cyber claims have increased exponentially since 2016. Right now, if every Member of the Pool was hit by a coordinated attack, the Pool's *total exposure is in the billions of dollars*. Thankfully, that hasn't happened. But the Pool is updating its Cyber Coverage to ensure that it never does.

The following is a brief overview of the changes:

- The Pool is creating a separate Cyber Fund – each Member that wants to continue coverage **must sign a new, separate interlocal agreement (contract) to join the Fund.**
- The Pool's **total annual payout** for cyber claims will be **capped at \$25 million** – should criminals execute a widespread attack, the Pool's Board of Trustees would decide how to allocate those funds.
- The limit for third party liability has been reduced to **\$500,000 or \$1,000,000**, depending on whether Core or Core+ option is selected.
- **Cyber coverage contributions (premiums) will increase** based on a Member's elected limits. The new contribution ranges from \$1,000 to \$1,850 depending on Member type and coverage level (unless a Member chooses a different coverage level, the current level will roll over). Suggestion: Coverage will be renewed at the current elected limit.

### The Coverage: What You Get

Some of the worst news a local official can receive is that they have fallen victim to a cyberattack. Whether criminals lock up your data and ask you for a ransom to restore it, they trick you into sending money to a fraudulent account and steal it, or whatever the form of an attack, the Pool's coverage provides, among other things:

- **Breach response**, which includes access to computer experts, public relations specialists, attorneys, negotiators, and others with experience responding to cyberattacks – these experts help you lessen the damage from an attack.
- **Network business interruption**, which can help cover the loss of income and extra expenses (for a limited period) caused by an attack.
- **Cyber extortion**, which can help with ransom payments to recover data.
- **Data recovery costs**, which can help with costs to restore data that was damaged, corrupted, and/or deleted.
- **Fraud protection**, which can help (if certain conditions are met) with costs related to – for example – when an employee is tricked into sending money to a cybercriminal.

The above provides only a very basic overview of the coverage. Every claim is unique, and reading the above isn't a substitute for carefully reviewing the terms of the new interlocal agreement and coverage document. Please refer to the enclosed outline of the coverages, limit, and sublimit.

### What You Need to Do to Continue Coverage

To continue coverage, simply review, complete and sign, and return the Cyber Fund Interlocal Agreement. (Each Member **must follow their own statutory and local policies related to contract approval prior to signing.**) To change the Core or Core+ limit selection, simply include that request with the Interlocal Agreement.

As part of this process, we encourage you to review the 2024-2025 Cyber Liability and Data Breach Response Coverage Document that is stored on the Pool's Member Portal, which you can access from the Pool's website at [www.tmlirp.org](http://www.tmlirp.org).

That's it! You'll be billed later for the costs of all your coverages, including the cyber coverage.

**REMEMBER – THE INTERLOCAL AGREEMENT MUST BE RETURNED BY SEPTEMBER 30, 2024, IN ORDER FOR COVERAGE TO CONTINUE.**

### Risk Management and Loss Prevention

As mentioned above, the best way to deal with a cyberattack is to avoid it altogether. The Pool has a dedicated Cyber Risk Services Manager – Ryan Burns ([rburns@tmlirp.org](mailto:rburns@tmlirp.org)) – who can assist any Member with loss prevention, including individual review of Member exposures and transfer of risk via contracts provisions, loss prevention efforts, appropriate coverage, and more.

### Additional Resources

The Pool provides prevention education in various ways. The easiest to access are short podcast episodes and YouTube videos. For example, any local official who wants to know just how painful a cyberattack can be should listen to Episode 9c of the "Local Officials: *Stronger, Together* Podcast."

In the eye-opening episode, Scott interviews City of Tomball Assistant City Manager Jessica Rogers. Cyber-criminals hacked Tomball at the end of 2022, and the city is still — one year later — dealing with the aftermath. In this episode — which should be required listening for every city official in Texas (and beyond) — Jessica explains exactly what it's like to have essentially every computer system go down, including 9-1-1 dispatch, utility metering and billing, permitting, and everything in between. She also describes the long road to getting everything up and running. Don't miss our chance to learn from this chill-inducing story. (To listen, go to [www.tmlirp.org](http://www.tmlirp.org), click on the "STP Podcast" link at the top of the page, and scroll down to Episode 9c.)



## LIMIT PAGE

Your entity currently has Core Cyber Coverage with the Pool. The following is an abbreviated description of the Core and Core+ limit structure beginning October 1, 2024. The Coverage Document can be accessed at <https://members.tmlirp.org/downloads> (this link will ask you to log into the Member Portal for access).

*A limit of \$25,000,000 is shared by all Members for aggregate losses occurring within the Fund Year as defined in the Cyber Liability and Data Breach Response Interlocal Agreement.*

	Core	Core+
<b>Tower 1 - Limit of Liability*</b>	\$500,000	\$1,000,000
Data & Network and Media Liability Aggregate Limit of Liability	\$500,000	\$1,000,000
Retention	\$0	\$0
<b>Tower 2 - Limit of Liability</b>	\$100,000	\$250,000
<b><u>First Party Loss</u></b>		
Business Interruption Aggregate Sublimit	\$20,000	\$50,000
Cyber Extortion Loss Aggregate Sublimit	\$25,000	\$50,000
Data Recovery Costs Aggregate Sublimit	\$20,000	\$50,000
Reputational Loss Aggregate Sublimit	\$5,000	\$10,000
Retention (other than Business Interruption)	\$0	\$5,000
Income Loss Retention under Business Interruption	\$5,000	\$5,000
<b><u>Third Party Loss</u></b>		
Regulatory Defense and Penalties Aggregate Sublimit	\$25,000	\$75,000
Payment Card Liabilities & Costs Aggregate Sublimit	\$10,000	\$25,000
Retention	\$0	\$5,000
<b><u>eCrime</u></b>		
Fraudulent Instruction Aggregate Sublimit	\$25,000	\$50,000
Funds Transfer Aggregate Sublimit	\$25,000	\$50,000
Telephone Fraud Aggregate Sublimit	\$25,000	\$50,000
Criminal Reward	\$2,500	\$2,500
Retention (other than Criminal Reward)	\$2,500	\$5,000
Retention Criminal Reward	\$0	\$0
<b>Tower 3 - Limit of Liability</b>	\$100,000	\$150,000
<b>Breach Response Aggregate Limit of Liability</b> Beazley Response Services	\$100,000	\$150,000
Retention	\$0	\$0
<b>New 2024-25 Annual Contribution</b>	\$1,000	\$1,250
<i>Previous 2023-24 Contribution</i>	\$175	\$247.24

*\*The Tower 1 Limit of Liability changed from \$1 million to \$500,000 for Core limits and from \$2 million to \$1 million for Core+ limits. All other limits remained unchanged.*



# Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

## CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
  - a. Board. Refers to the Board of Trustees of the Fund.
  - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
  - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
  - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
  - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
  - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
  - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
  - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
  - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
  - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

*If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.*

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.



15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.

17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name \_\_\_\_\_

Name of Contact \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_ Email Address \_\_\_\_\_

Street Address (if different from above) \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

---

SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

\_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Member's Federal Tax I.D. Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

**This Information is MANDATORY**

**TO BE COMPLETED BY FUND: (OFFICE USE ONLY)**

Effective Date of This Agreement \_\_\_\_\_

Member Name \_\_\_\_\_

Contract Number \_\_\_\_\_

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SIGNATURE OF AUTHORIZED FUND OFFICIAL

\_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



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

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**Submitted By:** Garrett Osborne, Public Works Administrative Assistant; Riley Sublett, Maintenance Director

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**Council Meeting Date:** July 16, 2024

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

**Agenda Item Requestor:** Liberty Civil Construction, LLC

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

These improvements and bond are related to the amended and restated Heritage public improvement district financing and reimbursement agreement. This agreement provides that certain improvements will be reimbursed through PID funding (bonds and assessments). These improvements, once approved and the maintenance bond is accepted, will be eligible for reimbursement. This acceptance will start this process.

**Commission Recommendations:** N/A

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

**Attachments:** Resolution, Bond

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

**CITY OF DRIPPING SPRINGS**

**RESOLUTION NO. 2024-XX**

**ACCEPTING IMPROVEMENTS AND APPROVING MAINTENANCE  
BOND FOR HERITAGE PHASE 2**

**WHEREAS**, Liberty Civil Construction, LLC (“Contractor”) recently completed and the City Engineer for the City of Dripping Springs has inspected, the revegetation, storm water, drainage, paving, and wastewater improvements for the Heritage Phase 2; and

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

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

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

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

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

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

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The City Council hereby accepts the Improvements in Heritage Phase 2.
3. The City Council hereby approves and accepts the Contractor’s proposed Maintenance

Bond No. 2352538, from Swiss Re Corporate Solutions America Insurance Corporation (“Insurer”), included and attached herein (Attachment “A”).

- 4. Conditioned upon the fiscal guarantee for maintenance from the Contractor and the Insurer, the City shall assume responsibility for the repair, maintenance, and regulation of the Improvements for the benefit of the public.
- 5. The City Council hereby authorizes the Mayor or the Mayor’s designee to execute any documentation on the City’s behalf necessary to effectuate the intent and purpose of this Resolution.
- 6. This Resolution shall take effect immediately upon passage.
- 7. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED & APPROVED** this, the [redacted] day of [redacted], 2024, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

\_\_\_\_\_  
Diana Boone, City Secretary

*Attachment “A”*

**Maintenance Bond No. 2352538 Liberty Civil Construction, LLC and Swiss Re Corporate Solutions America Insurance Corporation**



**MAINTENANCE  
BOND**

Swiss Re Corporate Solutions America Insurance Corporation  
1450 American Lane, Suite 1100, Schaumburg, IL 60173

Bond No.: 2352538

KNOWN ALL BY THESE PRESENTS: That we Liberty Civil Construction, LLC, as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, a corporation organized and existing under the Laws of the State of Missouri, as Surety, are held and firmly bound unto City of Dripping Springs, as Obligee, in the total sum of Six Million Two Hundred Sixty-eight Thousand Six Hundred Eighteen & 90/100 U.S. Dollars ( \$6,268,618.90 ) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated \_\_\_\_\_ for Heritage Phase 2 - Revegetation, Storm Water, Drainage, Paving, Wastewater Improvements ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 2 [two] year(s) commencing on substantial completion (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 25th day of June, 2024.

Liberty Civil Construction, LLC  
(Principal)

Received

JUN 27 2024

City of Dripping Springs

By: [Signature]  
Michael Ehrhardt, President  
Swiss Re Corporate Solutions America Insurance Corporation

By: [Signature]  
Betty J. Reeh, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE, ANDREW ADDISON, ELIZABETH ORTIZ,
ANA OWENS, PATRICK COYLE, PATRICIA ANN LYTTLE, AND MICHAEL D. HENDRICKSON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By [Signature]
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSPIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of June, 20 24.

[Signature]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



**IMPORTANT NOTICE**

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

**1-800-338-0753**

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800  
Kansas City, MO 64105**

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

**1- 800-252-3439**

You may write the **Texas Department of Insurance**:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

**AVISO IMPORTANTE**

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

**1-800-338-0753**

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800  
Kansas City, MO 64105**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1- 800-252-3439**

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.





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

**Submitted By:** Laura Mueller, City Attorney

**Council Meeting Date:** August 6, 2024

**Agenda Item Wording:** Approval of a Resolution approving an Assignment for the Heritage development from BobWhite Investments, LP to M/I Homes of Austin for the Development Agreement and related agreements.

**Agenda Item Requestor:** BobWhite Investments

**Summary/Background:** *The City entered into a Development Agreement with BobWhite Investments, LP and others for the Heritage development in November 2017. The Agreement allows for assignment if:*

*Assignment. In the event that Owner intends to convey any portion of or the entirety of the Property to another person or entity, this Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to the proposed assignee, without the consent of the City, provided that the assignee assumes all of the assigned obligations of Owner hereunder and the assignee has provided Owner with a writing, certified by an officer with the authority to bind the assignee, stating that such assignee (i) does not owe delinquent taxes or fees to the City, (i) 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 home builder that is publicly traded and listed on the New York Stock Exchange and is a member of either the National Association of Home Builders or Texas Association of Home Builders, then the officer of such proposed assignee shall provide this information in the certification described in this paragraph in lieu of the requirements of item (iii), above. Owner shall provide the City sixty (60) days' prior written notice of any such assignment, and Owner shall provide the City with a copy of the writing described in this Section I 0.9. If the City has objections to such assignment pursuant to subsections (i) to (iii), above, the City shall provide written notice of such objections to the Owner within ten (10) days of receiving the assignment notice from Owner. Owner will not be released from its obligations under this Agreement if the City objects to such assignment as described above and such objections are not resolved by and between Owner and the City, provided, however the*

*City shall not unreasonably withhold Owner's release from its obligations under this Agreement.*

*Any assignment pursuant to this Section 10.9 must be in writing, specifically describe the Property being conveyed, set forth the assigned rights and obligations, and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City. Upon assignment pursuant to this Section 10.9 (and absent objection by City as provided for in this Section 10.9), Owner shall be released of any further obligations under this Agreement.*

*This Section 10.9 does not apply to any conveyance of any portion of the Property to any end-buyer of a fully developed and improved lot, or to a governmental entity, utility company or property owners association.*

BobWhite Investments, LP requested assignment under this agreement. The City Attorney reviewed the documentation presented by BobWhite Investments, LP and its assignee. We had previously acquired information that confirmed that M/I Homes is an adequate assignee under the Agreement to take over the requirements. We have determined that the documentation is adequate and recommend the assignment as required by the Agreement.

**Commission  
Recommendations:**

N/A

**Recommended  
Council Actions:**

Approval of assignment.

**Attachments:**

Staff Report

Assignment Request

Additional documentation is available at City Hall if needed.

**Next Steps/Schedule:**

If assignment is approved, then documentation will be sent to the applicant. The assignment would effective immediately as the property has already closed.

**CITY OF DRIPPING SPRINGS**

**RESOLUTION NO. 2024-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF DRIPPING SPRINGS CONSENTING TO THE ASSIGNMENT OF ALL RIGHTS, INTERESTS, AND OBLIGATIONS OF BOBWHITE INVESTMENTS UNDER THE DEVELOPMENT AGREEMENT TO M/I HOMES OF AUSTIN, LLC.**

**WHEREAS**, “M/I Homes of Austin, LLC, an Ohio limited liability company (“MI”) has provided to Original BobWhite Investments, LP, a limited partnership formerly known as BobWhite Investments, LP (“Assignor”) the certification described in Section 10.9 of that certain Annexation and Development Agreement by and among the City of Dripping Springs, Texas (the “City”) and BobWhite Investments, LP dated effective October 17, 2017 (the “Development Agreement”); and

**WHEREAS**, assignor has notified the City that Assignor proposes to assign Assignor’s rights, interests, and obligations under the Development Agreement to MI; and

**WHEREAS**, the City has not objected to the Assignments as provided in Section 10.9 of the Development Agreement. The City hereby approves the Assignment and confirms that Assignee satisfies the requirements for assignment of the Development Agreement, to Assignee and that Assignor will be released from its obligations under the Agreement upon the Assignment.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, 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 consents to the assignment of all rights, interests, and obligations of BobWhite Investments, LP, to M/I Homes of Austin, LLC.
3. The City Council hereby authorizes the City to execute the “City Approval of Assignment and Confirmation of Assignee Satisfaction of Requirements for Assignment of Development Agreement”.
4. This Resolution shall take effect on passage as property closing has occurred.
5. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED & APPROVED** this, the 16th day of July 2024, 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**

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Diana Boone, City Secretary

Received

JUN 12 2024

June 12, 2024

City of Dripping Springs

Via certified mail, return receipt requested

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

City of Dripping Springs  
511 Mercer Street  
PO Box 384  
Dripping Springs, Texas 78641  
Attn: City Administrator

Bojorquez Law Firm  
12325 Hymeadow Dr, Building 2, Suite 100  
Austin, Texas 78750  
Attn: Alan J. Bojorquez

Re: Assignment of all rights, interests, and obligations of ORIGINAL BOBWHITE INVESTMENTS, LP, a Texas limited partnership formerly known as BobWhite Investments, LP ("BobWhite") under the Annexation and Development Agreement - Planned Development District No. 5: Heritage Subdivision, by and among SLF IV – Dripping Springs JV, L.P. ("SLF"), the City of Dripping Springs, Texas (the "City") and BobWhite, dated effective October 17, 2017 (as the same may be amended and/or assigned, the "Development Agreement").

To whom it may concern:

On June 12, 2024, the closing of the sale occurred whereby BobWhite, or an affiliate of BobWhite, sold a portion of the land owned by BobWhite (constituting a portion of the "Property" as defined in the Development Agreement) to M/I HOMES OF AUSTIN, LLC, an Ohio limited liability company ("Buyer"), such land being described on Exhibit "A" attached hereto (the "Assigned Property"). Accordingly, notice is hereby given that pursuant to the Development Agreement, BobWhite assigned to Buyer all of its rights, interests and obligations under the Development Agreement as to the Assigned Property only.

A copy of the executed certificate referenced in Section 10.9 of the Development Agreement is attached hereto for reference, along with an executed copy of the Assignment of Annexation and Development Agreement executed by BobWhite and Buyer.

Please contact Royce Rippey at (512) 770-8505 (rrippey@mihomes.com) should you wish to discuss this matter.

Sincerely,

ORIGINAL BOBWHITE INVESTMENTS, LP,  
a Texas limited partnership  
formerly known as BobWhite Investments, LP

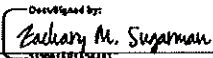
By: BobWhite GP, LLC,  
a Texas limited liability company,  
its General Partner

By: \_\_\_\_\_  
Missy Atwood, Manager

and

By: \_\_\_\_\_  
Sarah Davidson Henline, Manager

M/I HOMES OF AUSTIN, LLC,  
an Ohio limited liability company

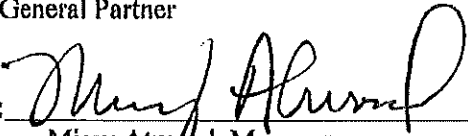
By:  \_\_\_\_\_  
Name: Zachary M. Sugarman  
Title: Deputy General Counsel

Enclosures


Sincerely,

ORIGINAL BOBWHITE INVESTMENTS, LP,  
a Texas limited partnership  
formerly known as BobWhite Investments, LP

By: BobWhite GP, LLC,  
a Texas limited liability company,  
its General Partner

By:   
Missy Atwood, Manager

and

By:   
Sarah Davidson Henline, Manager

M/I HOMES OF AUSTIN, LLC,  
an Ohio limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Enclosures

EXHIBIT "A"  
ASSIGNED PROPERTY

Lots 5 and 6, Block A; and Lots 5 and 6, Block B, Heritage - Dripping Springs - Phase 1, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Document No. 22033539, Official Public Records of Hays County, Texas, as affected by Scrivener's Affidavit recorded in Document No. 23009406, of the Plat Records of Hays County, Texas.



**Certificate**

Reference is hereby made to that certain Annexation and Development Agreement - Planned Development District No. 5: Heritage Subdivision, by and among SLF IV – Dripping Springs JV, L.P., as assigned to Assignee and Tri Pointe Homes Texas, Inc., the City of Dripping Springs, Texas (the "City") and BobWhite Investments, LP ("Assignor"), dated effective October 17, 2017 (as amended and assigned, the "Development Agreement").

Assignor has contracted to sell a portion of the land (or an undivided interest therein), such land being described on Exhibit "A" attached hereto (the "Assigned Property"), covered by the Development Agreement to M/I Homes of Austin, LLC, an Ohio limited liability company ("Assignee"), and in connection with such sale, to assign Assignor's interests in the Development Agreement to Assignee as to the Assigned Property only.

In accordance with Section 10.9 of the Development Agreement, Assignee hereby certifies to Assignor, as of the date hereof, as follows:

1. Assignee does not owe delinquent taxes or fees to the City;
2. Assignee is not in material default (beyond any applicable notice and cure period) under any development agreement with the City; and
3. Assignee has the experience, expertise and financial capacity and ability to perform the duties or obligations so assigned under each of the Agreements. Assignee is a home builder that is a wholly-owned subsidiary of M/I Homes, Inc., a publicly traded company listed on the New York Stock Exchange as MHO. Additional information on M/I Homes, including SEC filings containing detailed resources on the company's experience, expertise and financial capacity, may be found at investors.mlhomes.com.

By its execution below, Assignee confirms that the individual executing this Certificate on behalf of Assignee has been authorized to do so.

Executed by the undersigned and effective as of June 6, 2024.

**ASSIGNEE:**

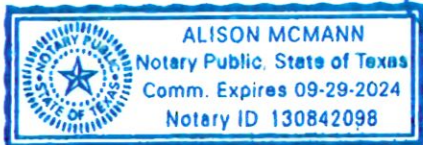
**M/I HOMES OF AUSTIN, LLC,**  
an Ohio limited liability company

By: [Signature]  
Derek Baker, Area President

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the 30 day of MAY, 2024, by Derek Baker, Area President of M/I Homes of Austin, LLC, an Ohio limited liability company, on behalf of said limited liability company.

(seal)



[Signature]  
Notary Public Signature

EXHIBIT "A"  
LEGAL DESCRIPTION OF ASSIGNED PROPERTY

Lots 5 and 6, Block A; and Lots 5 and 6, Block B, Heritage - Dripping Springs - Phase 1, a subdivision in Hays County, Texas, according to the map or plat thereof, recorded in Document No. 22033539, Official Public Records of Hays County, Texas, as affected by Scrivener's Affidavit recorded in Document No. 23009406, of the Plat Records of Hays County, Texas.

## ASSIGNMENT OF ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF ANNEXATION AND DEVELOPMENT AGREEMENT (“Assignment”) is made and entered into to be effective as of this 13<sup>th</sup> day of June, 2024 (“Effective Date”), by and between: (i) ORIGINAL BOBWHITE INVESTMENTS, LP, a Texas limited partnership formerly known as BOBWHITE INVESTMENTS, LP (“Assignor”), and (ii) M/I HOMES OF AUSTIN, LLC, an Ohio limited liability company (“Assignee”).

Reference is hereby made to that certain Annexation and Development Agreement by and among the City of Dripping Springs, Texas (the “City”), SLF IV – Dripping Springs JV, L.P., and Assignor dated effective October 17, 2017 (as the same may be amended and/or assigned, the “Agreement”).

Simultaneously with the execution and delivery of this Assignment, Assignor or an affiliate of Assignor has executed and delivered to Assignee a special warranty deed with respect to the land located in the City of Dripping Springs, Hays County, Texas, described on Exhibit A attached hereto (the “Land”).

FOR \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby ASSIGN, TRANSFER, SET OVER, AND DELIVER to Assignee, and, except as otherwise expressly provided in the Real Estate Purchase and Sale Contract dated April 16, 2024 between Assignor and Assignee with respect to the sale of the Land, without representation or warranty of any kind, express or implied, all right, title, and interest of Assignor in and to the Agreement.

Assignee hereby accepts this Assignment and the assignment of the Agreement as provided herein and, jointly and severally, hereby assumes and agrees to observe, be bound by, discharge, and perform all of the duties, obligations, terms, covenants, and agreements of Assignor under the Agreement.

Assignee, jointly and severally, agrees to indemnify, defend, and hold harmless Assignor, its affiliates and their employees, officers, directors, managers, agents, attorneys, direct and indirect owners, shareholders, partners, and members, from and against any costs, expenses and payment obligations incurred by Assignor pursuant to Section 9.4.3 of the Agreement (including attorneys’ fees incurred by Assignor in connection therewith) for so long as Assignor retains obligations under, or the City pursues Assignor pursuant to, Section 9.4.3 of the Agreement. Assignor and Assignee acknowledge and agree that the provisions of this paragraph are not intended in any manner to limit the obligations under the Agreement assumed by Assignee pursuant to this Assignment.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

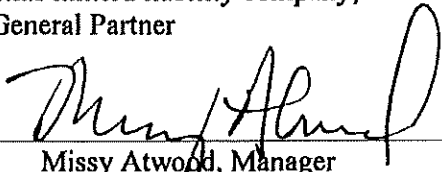
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EXECUTED to be effective as of the Effective Date.

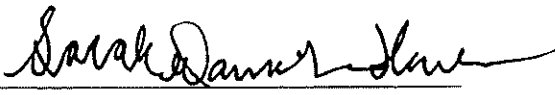
ASSIGNOR:

**ORIGINAL BOBWHITE INVESTMENTS, LP,**  
a Texas limited partnership  
formerly known as BobWhite Investments, LP

By: BobWhite GP, LLC,  
a Texas limited liability company,  
its General Partner

By:   
Missy Atwood, Manager

and

By:   
Sarah Davidson Henline, Manager

ASSIGNEE:

**M/I HOMES OF AUSTIN, LLC,**  
an Ohio limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED to be effective as of the Effective Date.

ASSIGNOR:

**ORIGINAL BOBWHITE INVESTMENTS, LP,**  
a Texas limited partnership  
formerly known as BobWhite Investments, LP

By: **BobWhite GP, LLC,**  
a Texas limited liability company,  
its General Partner

By: \_\_\_\_\_  
Missy Atwood, Manager

and

By: \_\_\_\_\_  
Sarah Davidson Henline, Manager

ASSIGNEE:

**M/I HOMES OF AUSTIN, LLC,**  
an Ohio limited liability company

By: \_\_\_\_\_  
Name: Zachary M. Sugarman  
Title: Deputy General Counsel






**DRIPPING SPRINGS**  
Texas

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

**From:** Shawn Cox, Deputy City Administrator 

**Date:** July 16, 2024

**RE:** June 2024 City Treasurer's Report

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**General Fund:**

The General Fund received **\$540,456.25** in revenues for June.

General Fund revenues are in line with the amended/projected budget. Line items of note include:

- 100-000-40001: Sales Tax Revenue – \$387,936.27 was received in June, of which \$294,197.28 is considered City Revenues and is not allocated to either the Utility Fund or through agreements. This is an increase of 5.25% over June 2023 collections. However, current projections still anticipate collecting \$4.5 million in FY 2024.

General Fund expenditures are in line with the amended/projected budget.

**Utility Fund:**

The Utility Fund received **\$508,457.46** in revenues for June.

Utility Fund revenues are in line with the amended/projected budget. Line items of note include:

- 400-300-43025: Reuse Fees - \$367,526.02 was received in June from Cannon Ranch.
- 400-301-43041: Water Usage Through June, \$158,002.92 has been collected. This is \$58,002.92 more than the \$100,000.00 budgeted for FY 2024.

Utility Fund expenditures are in line with the amended/projected budget.

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

The Ranch Park received **\$13,380.99** in June.

DSRP revenues are in line with the amended/projected budget. Line items of note include:

- 200-401-43012: Facility Rental Fees – Through June, \$131,314.27 has been collected, which is \$17,814.27 more than the \$113,500.00 budgeted for FY 2024.

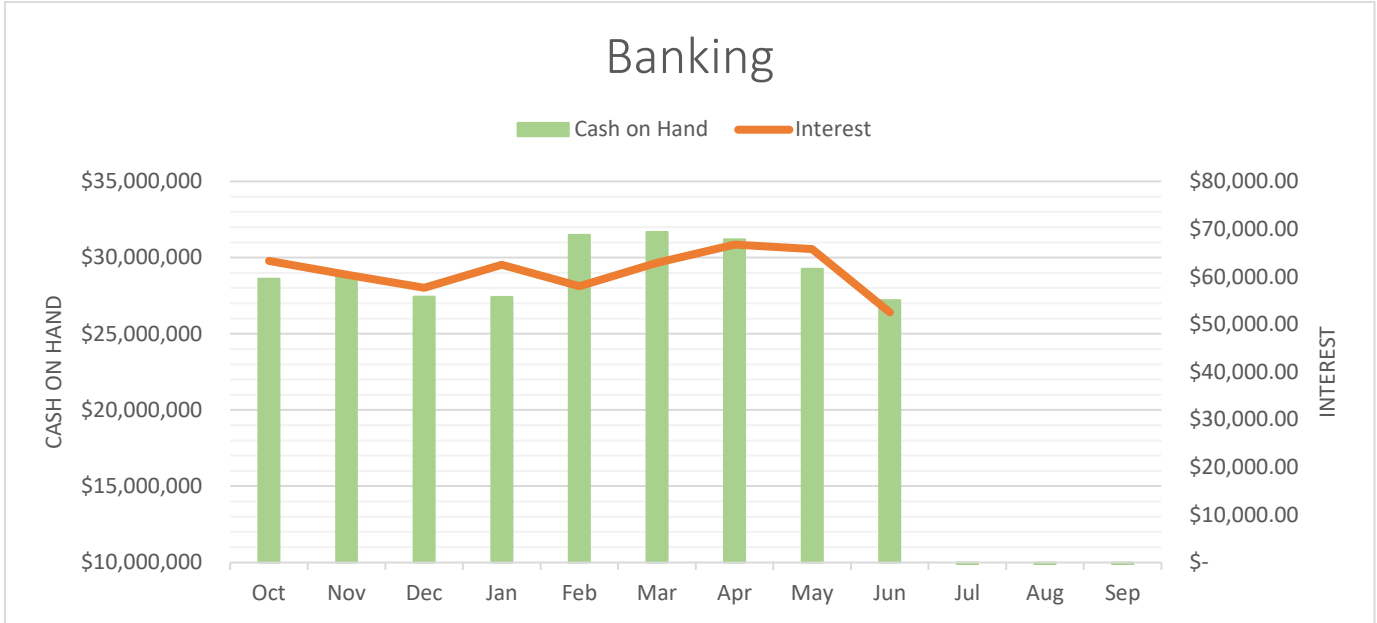
DSRP expenditures are in line with the amended/projected budget.

**Banking:**

On June 30<sup>th</sup>, the City's cash balance was **\$27.21 Million**. This is a 7.1% decrease from the previous month's cash balances. A total of **\$52,463.42** was collected in interest revenues in June.



# DRIPPING SPRINGS Texas





**DRIPPING SPRINGS**  
Texas

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>							
<b>Revenue</b>							
<b>Department: 000 - Undesignated</b>							
<a href="#">100-000-40000</a>	Ad Valorem Tax	3,389,487.36	3,389,487.36	24,966.70	3,283,925.13	-105,562.23	3.11 %
<a href="#">100-000-40001</a>	Sales Tax Revenue	3,800,000.00	3,800,000.00	387,963.27	3,475,294.25	-324,705.75	8.54 %
<a href="#">100-000-40002</a>	Mixed Beverage	75,000.00	75,000.00	9,369.58	75,059.74	59.74	100.08 %
<a href="#">100-000-40006</a>	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	2,225.88	8,371.75	4,371.75	209.29 %
<a href="#">100-000-41000</a>	Solid Waste Franchise Fee	45,000.00	45,000.00	0.00	34,856.19	-10,143.81	22.54 %
<a href="#">100-000-42000</a>	Alcohol Permit Fees	9,000.00	9,000.00	155.00	4,892.50	-4,107.50	45.64 %
<a href="#">100-000-46001</a>	Other Revenues	40,000.00	40,000.00	31,323.11	459,572.94	419,572.94	1,148.93 %
<a href="#">100-000-46002</a>	Interest	50,000.00	50,000.00	14,159.70	141,330.70	91,330.70	282.66 %
<a href="#">100-000-46013</a>	Opioid Abatement	0.00	0.00	0.00	49.56	49.56	0.00 %
<a href="#">100-000-46014</a>	Transportation Improvements Reim	240,000.00	240,000.00	0.00	0.00	-240,000.00	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="#">100-000-47013</a>	Transfer From TIRZ	100,558.00	100,558.00	0.00	0.00	-100,558.00	100.00 %
<b>Department: 000 - Undesignated Total:</b>		<b>7,763,445.36</b>	<b>7,763,445.36</b>	<b>470,163.24</b>	<b>7,483,352.76</b>	<b>-280,092.60</b>	<b>3.61%</b>
<b>Department: 105 - Communications</b>							
<a href="#">100-105-43046</a>	Eclipse Vendor Fee	0.00	0.00	0.00	250.00	250.00	0.00 %
<a href="#">100-105-44000</a>	Sponsorships & Donations	30,000.00	30,000.00	0.00	20,302.50	-9,697.50	32.33 %
<a href="#">100-105-46006</a>	Merchandise	17,500.00	17,500.00	0.00	59,516.09	42,016.09	340.09 %
<a href="#">100-105-47005</a>	Transfer from HOT	62,709.00	62,709.00	0.00	0.00	-62,709.00	100.00 %
<b>Department: 105 - Communications Total:</b>		<b>110,209.00</b>	<b>110,209.00</b>	<b>0.00</b>	<b>80,068.59</b>	<b>-30,140.41</b>	<b>27.35%</b>
<b>Department: 200 - Planning &amp; Development</b>							
<a href="#">100-200-42001</a>	Health Permits/Inspections	75,000.00	75,000.00	2,670.00	49,870.00	-25,130.00	33.51 %
<a href="#">100-200-43000</a>	Site Development Fees	850,000.00	850,000.00	0.00	392,652.09	-457,347.91	53.81 %
<a href="#">100-200-43002</a>	Zoning Fees	65,000.00	65,000.00	1,805.00	114,840.50	49,840.50	176.68 %
<a href="#">100-200-43030</a>	Subdivision Fees	638,875.00	638,875.00	0.00	271,873.38	-367,001.62	57.44 %
<b>Department: 200 - Planning &amp; Development Total:</b>		<b>1,628,875.00</b>	<b>1,628,875.00</b>	<b>4,475.00</b>	<b>829,235.97</b>	<b>-799,639.03</b>	<b>49.09%</b>
<b>Department: 201 - Building</b>							
<a href="#">100-201-42007</a>	Sign Permits	0.00	0.00	2,625.00	29,727.90	29,727.90	0.00 %
<a href="#">100-201-43029</a>	Fire Inspections	50,000.00	50,000.00	5,072.72	53,125.07	3,125.07	106.25 %
<a href="#">100-201-43031</a>	Building Code Fees	1,500,000.00	1,500,000.00	45,909.00	1,175,059.36	-324,940.64	21.66 %
<b>Department: 201 - Building Total:</b>		<b>1,550,000.00</b>	<b>1,550,000.00</b>	<b>53,606.72</b>	<b>1,257,912.33</b>	<b>-292,087.67</b>	<b>18.84%</b>
<b>Department: 400 - Parks &amp; Recreation</b>							
<a href="#">100-400-44000</a>	Sponsorships & Donations	5,000.00	5,000.00	0.00	2,605.00	-2,395.00	47.90 %
<a href="#">100-400-44001</a>	Community Service Fees	1,800.00	1,800.00	0.00	340.00	-1,460.00	81.11 %
<a href="#">100-400-44002</a>	Program & Event Fees	22,600.00	22,600.00	0.00	6,257.00	-16,343.00	72.31 %
<a href="#">100-400-44004</a>	Park Rental Income	6,000.00	6,000.00	875.00	12,343.00	6,343.00	205.72 %
<a href="#">100-400-47002</a>	Transfer from Parkland Dedication	541,480.00	554,048.00	0.00	0.00	-554,048.00	100.00 %
<a href="#">100-400-47003</a>	Transfer from Landscaping Fund	3,000.00	3,000.00	0.00	0.00	-3,000.00	100.00 %
<b>Department: 400 - Parks &amp; Recreation Total:</b>		<b>579,880.00</b>	<b>592,448.00</b>	<b>875.00</b>	<b>21,545.00</b>	<b>-570,903.00</b>	<b>96.36%</b>
<b>Department: 402 - Aquatics</b>							
<a href="#">100-402-44003</a>	Aquatic Fees	55,300.00	55,300.00	10,276.29	18,409.43	-36,890.57	66.71 %
<a href="#">100-402-44004</a>	Park Rental Income	20,800.00	20,800.00	1,060.00	19,795.00	-1,005.00	4.83 %
<b>Department: 402 - Aquatics Total:</b>		<b>76,100.00</b>	<b>76,100.00</b>	<b>11,336.29</b>	<b>38,204.43</b>	<b>-37,895.57</b>	<b>49.80%</b>
<b>Department: 404 - Founders Day</b>							
<a href="#">100-404-45000</a>	FD Craft/Business Booths	6,250.00	6,250.00	0.00	12,285.00	6,035.00	196.56 %
<a href="#">100-404-45001</a>	FD Food Booths	1,300.00	1,300.00	0.00	1,575.00	275.00	121.15 %
<a href="#">100-404-45002</a>	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	4,950.00	350.00	107.61 %
<a href="#">100-404-45003</a>	FD Carnival	14,000.00	14,000.00	0.00	16,739.00	2,739.00	119.56 %



		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-404-45004</a>	FD Parade Registration Fees	4,000.00	4,000.00	0.00	4,130.00	130.00	103.25 %
<a href="#">100-404-45005</a>	FD Sponsorships	90,000.00	90,000.00	0.00	119,400.00	29,400.00	132.67 %
<a href="#">100-404-45006</a>	FD Parking Fees	1,000.00	1,000.00	0.00	522.12	-477.88	47.79 %
<a href="#">100-404-45007</a>	FD Electric Fees	3,300.00	3,300.00	0.00	2,470.00	-830.00	25.15 %
<b>Department: 404 - Founders Day Total:</b>		<b>124,450.00</b>	<b>124,450.00</b>	<b>0.00</b>	<b>162,071.12</b>	<b>37,621.12</b>	<b>30.23%</b>
<b>Revenue Total:</b>		<b>11,832,959.36</b>	<b>11,845,527.36</b>	<b>540,456.25</b>	<b>9,872,390.20</b>	<b>-1,973,137.16</b>	<b>16.66%</b>
<b>Expense</b>							
<b>Department: 000 - Undesignated</b>							
<a href="#">100-000-60000</a>	Salaries	3,238,716.65	3,238,716.65	0.00	0.00	3,238,716.65	100.00 %
<a href="#">100-000-61000</a>	Health Insurance	279,323.88	279,323.88	0.00	40,584.40	238,739.48	85.47 %
<a href="#">100-000-61001</a>	Dental Insurance	0.00	0.00	0.00	2.18	-2.18	0.00 %
<a href="#">100-000-61002</a>	Medicare	0.00	0.00	0.00	4.34	-4.34	0.00 %
<a href="#">100-000-61003</a>	Social Security	0.00	0.00	0.00	18.55	-18.55	0.00 %
<a href="#">100-000-61005</a>	Federal Withholding	259,605.82	259,605.82	0.00	0.00	259,605.82	100.00 %
<a href="#">100-000-61006</a>	TMRS	185,186.55	185,186.55	0.00	18.18	185,168.37	99.99 %
<a href="#">100-000-62009</a>	Human Resources Consultant	28,306.00	28,306.00	7,611.02	29,441.86	-1,135.86	-4.01 %
<a href="#">100-000-63004</a>	Dues, Fees & Subscriptions	31,500.00	31,500.00	16,319.77	79,514.59	-48,014.59	-152.43 %
<a href="#">100-000-63005</a>	Training/Continuing Education	84,158.93	84,158.93	15,464.82	66,819.86	17,339.07	20.60 %
<a href="#">100-000-64000</a>	Office Supplies	35,000.00	35,000.00	2,419.47	25,818.65	9,181.35	26.23 %
<a href="#">100-000-64004</a>	Office Furniture and Equipment	10,300.00	10,300.00	0.00	299.99	10,000.01	97.09 %
<a href="#">100-000-66002</a>	Postage & Shipping	3,500.00	3,500.00	200.82	3,521.94	-21.94	-0.63 %
<a href="#">100-000-68004</a>	Animal Control	3,400.00	3,400.00	0.00	0.00	3,400.00	100.00 %
<a href="#">100-000-69002</a>	Economic Development	5,000.00	5,000.00	0.00	5,000.00	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	0.00	50,000.00	100.00 %
<a href="#">100-000-70003</a>	Other Expenses	10,000.00	10,000.00	0.00	107.41	9,892.59	98.93 %
<a href="#">100-000-90000</a>	Transfer to Reserve Fund	500,000.00	500,000.00	0.00	0.00	500,000.00	100.00 %
<a href="#">100-000-90002</a>	Transfer to TIRZ	668,644.77	668,644.77	0.00	0.00	668,644.77	100.00 %
<a href="#">100-000-90011</a>	Transfer to Capital Improvements	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
<a href="#">100-000-90013</a>	Transfer to Vehicle Replacement Fu	86,010.00	86,010.00	0.00	0.00	86,010.00	100.00 %
<a href="#">100-000-90015</a>	Transfer to Farmers Marke	16,679.31	16,679.31	0.00	0.00	16,679.31	100.00 %
<b>Department: 000 - Undesignated Total:</b>		<b>5,797,331.91</b>	<b>5,797,331.91</b>	<b>42,015.90</b>	<b>251,151.95</b>	<b>5,546,179.96</b>	<b>95.67%</b>
<b>Department: 100 - City Council/Boards &amp; Commissions</b>							
<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	67,500.00	-57,500.00	-575.00 %
<b>Department: 100 - City Council/Boards &amp; Commissions Total:</b>		<b>17,000.00</b>	<b>17,000.00</b>	<b>0.00</b>	<b>67,500.00</b>	<b>-50,500.00</b>	<b>-297.06%</b>
<b>Department: 101 - City Administrators Office</b>							
<a href="#">100-101-60000</a>	Regular Employees	0.00	0.00	39,008.69	393,018.10	-393,018.10	0.00 %
<a href="#">100-101-60002</a>	Overtime	0.00	0.00	24.01	1,305.40	-1,305.40	0.00 %
<a href="#">100-101-61000</a>	Health Insurance	0.00	0.00	1,471.12	14,240.71	-14,240.71	0.00 %
<a href="#">100-101-61001</a>	Dental Insurance	0.00	0.00	134.80	1,314.30	-1,314.30	0.00 %
<a href="#">100-101-61002</a>	Medicare	0.00	0.00	533.50	5,393.16	-5,393.16	0.00 %
<a href="#">100-101-61003</a>	Social Security	0.00	0.00	2,281.25	20,460.42	-20,460.42	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	2,302.92	23,216.89	-23,216.89	0.00 %
<b>Department: 101 - City Administrators Office Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>45,756.29</b>	<b>459,524.97</b>	<b>-459,524.97</b>	<b>0.00%</b>
<b>Department: 102 - City Secretary</b>							
<a href="#">100-102-60000</a>	Regular Employees	0.00	0.00	6,659.18	106,476.67	-106,476.67	0.00 %
<a href="#">100-102-60001</a>	Part-time Employees	0.00	0.00	2,871.40	3,503.00	-3,503.00	0.00 %
<a href="#">100-102-60002</a>	Overtime	0.00	0.00	491.19	1,949.54	-1,949.54	0.00 %
<a href="#">100-102-61000</a>	Health Insurance	0.00	0.00	721.66	8,703.02	-8,703.02	0.00 %
<a href="#">100-102-61001</a>	Dental Insurance	0.00	0.00	50.55	606.60	-606.60	0.00 %
<a href="#">100-102-61002</a>	Medicare	0.00	0.00	143.98	1,602.05	-1,602.05	0.00 %
<a href="#">100-102-61003</a>	Social Security	0.00	0.00	615.65	6,850.11	-6,850.11	0.00 %
<a href="#">100-102-61004</a>	Unemployment	0.00	0.00	93.34	391.45	-391.45	0.00 %
<a href="#">100-102-61006</a>	TMRS	0.00	0.00	421.53	6,411.42	-6,411.42	0.00 %
<a href="#">100-102-62000</a>	Municipal Election	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-102-62018</a>	Code Publication	5,200.00	5,200.00	0.00	5,138.07	61.93	1.19 %
<a href="#">100-102-64003</a>	Uniforms	0.00	0.00	0.00	138.00	-138.00	0.00 %
<a href="#">100-102-64032</a>	Meeting Supplies	12,700.00	12,700.00	910.32	3,606.40	9,093.60	71.60 %
<a href="#">100-102-66003</a>	Public Notices	2,000.00	2,000.00	126.48	2,549.43	-549.43	-27.47 %
<a href="#">100-102-69003</a>	Records Management	1,220.00	1,220.00	120.00	634.00	586.00	48.03 %
<b>Department: 102 - City Secretary Total:</b>		<b>29,120.00</b>	<b>29,120.00</b>	<b>13,225.28</b>	<b>148,559.76</b>	<b>-119,439.76</b>	<b>-410.16%</b>
<b>Department: 103 - Courts</b>							
<a href="#">100-103-62003</a>	Muni Court Attorney/ Judge	15,500.00	15,500.00	312.50	4,202.50	11,297.50	72.89 %
<b>Department: 103 - Courts Total:</b>		<b>15,500.00</b>	<b>15,500.00</b>	<b>312.50</b>	<b>4,202.50</b>	<b>11,297.50</b>	<b>72.89%</b>
<b>Department: 104 - City Attorney</b>							
<a href="#">100-104-60000</a>	Regular Employees	0.00	0.00	20,035.95	167,799.33	-167,799.33	0.00 %
<a href="#">100-104-60001</a>	Part-time Employees	0.00	0.00	0.00	265.00	-265.00	0.00 %
<a href="#">100-104-61000</a>	Health Insurance	0.00	0.00	978.72	7,101.66	-7,101.66	0.00 %
<a href="#">100-104-61001</a>	Dental Insurance	0.00	0.00	67.40	488.65	-488.65	0.00 %
<a href="#">100-104-61002</a>	Medicare	0.00	0.00	288.22	2,414.87	-2,414.87	0.00 %
<a href="#">100-104-61003</a>	Social Security	0.00	0.00	1,232.42	10,326.03	-10,326.03	0.00 %
<a href="#">100-104-61004</a>	Unemployment	0.00	0.00	0.00	292.23	-292.23	0.00 %
<a href="#">100-104-61006</a>	TMRS	0.00	0.00	1,182.12	9,949.09	-9,949.09	0.00 %
<a href="#">100-104-62003</a>	Special Counsel and Consultants	49,000.00	49,000.00	4,600.00	30,679.97	18,320.03	37.39 %
<b>Department: 104 - City Attorney Total:</b>		<b>49,000.00</b>	<b>49,000.00</b>	<b>28,384.83</b>	<b>229,316.83</b>	<b>-180,316.83</b>	<b>-367.99%</b>
<b>Department: 105 - Communications</b>							
<a href="#">100-105-60000</a>	Regular Employees	0.00	0.00	13,696.28	137,777.08	-137,777.08	0.00 %
<a href="#">100-105-61000</a>	Health Insurance	0.00	0.00	992.04	9,915.84	-9,915.84	0.00 %
<a href="#">100-105-61001</a>	Dental Insurance	0.00	0.00	67.40	674.00	-674.00	0.00 %
<a href="#">100-105-61002</a>	Medicare	0.00	0.00	197.56	1,987.40	-1,987.40	0.00 %
<a href="#">100-105-61003</a>	Social Security	0.00	0.00	844.70	8,497.48	-8,497.48	0.00 %
<a href="#">100-105-61004</a>	Unemployment	0.00	0.00	0.00	287.99	-287.99	0.00 %
<a href="#">100-105-61006</a>	TMRS	0.00	0.00	808.08	8,170.50	-8,170.50	0.00 %
<a href="#">100-105-63023</a>	General Maintenance	32,670.00	32,670.00	0.00	31,231.00	1,439.00	4.40 %
<a href="#">100-105-64021</a>	Merchandise	23,639.00	23,639.00	0.00	43,619.73	-19,980.73	-84.52 %
<a href="#">100-105-66000</a>	Website	6,800.00	6,800.00	0.00	6,916.24	-116.24	-1.71 %
<a href="#">100-105-66005</a>	Public Relations	15,300.00	15,300.00	4,507.89	5,567.09	9,732.91	63.61 %
<a href="#">100-105-66010</a>	Events, Entertainment & Activities	28,500.00	28,500.00	0.00	3,561.02	24,938.98	87.51 %
<a href="#">100-105-70003</a>	Other Expenses	25,400.00	25,400.00	0.00	17,301.30	8,098.70	31.88 %
<b>Department: 105 - Communications Total:</b>		<b>132,309.00</b>	<b>132,309.00</b>	<b>21,113.95</b>	<b>275,506.67</b>	<b>-143,197.67</b>	<b>-108.23%</b>
<b>Department: 106 - IT</b>							
<a href="#">100-106-60000</a>	Regular Employees	0.00	0.00	5,871.12	60,003.34	-60,003.34	0.00 %
<a href="#">100-106-61000</a>	Health Insurance	0.00	0.00	499.70	4,995.94	-4,995.94	0.00 %
<a href="#">100-106-61001</a>	Dental Insurance	0.00	0.00	33.70	337.00	-337.00	0.00 %
<a href="#">100-106-61002</a>	Medicare	0.00	0.00	84.96	868.33	-868.33	0.00 %
<a href="#">100-106-61003</a>	Social Security	0.00	0.00	363.24	3,712.53	-3,712.53	0.00 %
<a href="#">100-106-61004</a>	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
<a href="#">100-106-61006</a>	TMRS	0.00	0.00	346.40	3,563.03	-3,563.03	0.00 %
<a href="#">100-106-64001</a>	Office IT Equipment & Support	139,499.00	139,499.00	5,203.22	136,943.19	2,555.81	1.83 %
<a href="#">100-106-64002</a>	Software	192,000.00	192,000.00	10,706.12	157,013.06	34,986.94	18.22 %
<a href="#">100-106-65000</a>	Network/Phone	58,395.84	58,395.84	6,851.81	49,166.18	9,229.66	15.81 %
<b>Department: 106 - IT Total:</b>		<b>389,894.84</b>	<b>389,894.84</b>	<b>29,960.27</b>	<b>416,746.60</b>	<b>-26,851.76</b>	<b>-6.89%</b>
<b>Department: 107 - Finance</b>							
<a href="#">100-107-60000</a>	Regular Employees	0.00	0.00	23,210.75	210,426.03	-210,426.03	0.00 %
<a href="#">100-107-60002</a>	Overtime	0.00	0.00	0.35	323.80	-323.80	0.00 %
<a href="#">100-107-61000</a>	Health Insurance	0.00	0.00	1,941.08	16,282.74	-16,282.74	0.00 %
<a href="#">100-107-61001</a>	Dental Insurance	0.00	0.00	134.80	1,128.95	-1,128.95	0.00 %
<a href="#">100-107-61002</a>	Medicare	0.00	0.00	299.00	2,713.23	-2,713.23	0.00 %
<a href="#">100-107-61003</a>	Social Security	0.00	0.00	1,278.44	11,601.02	-11,601.02	0.00 %
<a href="#">100-107-61004</a>	Unemployment	0.00	0.00	0.00	431.99	-431.99	0.00 %
<a href="#">100-107-61006</a>	TMRS	0.00	0.00	1,369.45	12,117.74	-12,117.74	0.00 %
<a href="#">100-107-62001</a>	Financial Services	37,500.00	37,500.00	0.00	41,000.00	-3,500.00	-9.33 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-107-67000</a>	TML Liability Insurance	27,277.00	27,277.00	0.00	11,087.50	16,189.50	59.35 %
<a href="#">100-107-67001</a>	TML Property Insurance	48,810.00	48,810.00	0.00	40,677.00	8,133.00	16.66 %
<a href="#">100-107-67002</a>	TML Workmen's Comp Insurance	34,656.00	34,656.00	0.00	44,007.00	-9,351.00	-26.98 %
<a href="#">100-107-70001</a>	Mileage	0.00	0.00	0.00	207.45	-207.45	0.00 %
<a href="#">100-107-80004</a>	Series 2024	367,000.00	367,000.00	0.00	0.00	367,000.00	100.00 %
<a href="#">100-107-90003</a>	Transfer to Wastewater Utility Fund	760,000.00	760,000.00	83,138.66	617,466.19	142,533.81	18.75 %
<a href="#">100-107-90004</a>	SPA & ECO D Transfers	218,880.00	218,880.00	17,501.62	133,465.67	85,414.33	39.02 %
<b>Department: 107 - Finance Total:</b>		<b>1,494,123.00</b>	<b>1,494,123.00</b>	<b>128,874.15</b>	<b>1,142,936.31</b>	<b>351,186.69</b>	<b>23.50%</b>
<b>Department: 200 - Planning &amp; Development</b>							
<a href="#">100-200-60000</a>	Regular Employees	0.00	0.00	12,116.20	144,432.36	-144,432.36	0.00 %
<a href="#">100-200-60002</a>	Overtime	0.00	0.00	26.56	410.41	-410.41	0.00 %
<a href="#">100-200-61000</a>	Health Insurance	0.00	0.00	990.16	12,301.36	-12,301.36	0.00 %
<a href="#">100-200-61001</a>	Dental Insurance	0.00	0.00	67.40	842.50	-842.50	0.00 %
<a href="#">100-200-61002</a>	Medicare	0.00	0.00	168.07	2,016.52	-2,016.52	0.00 %
<a href="#">100-200-61003</a>	Social Security	0.00	0.00	718.61	8,622.03	-8,622.03	0.00 %
<a href="#">100-200-61004</a>	Unemployment	0.00	0.00	0.00	428.92	-428.92	0.00 %
<a href="#">100-200-61006</a>	TMRS	0.00	0.00	716.42	8,596.03	-8,596.03	0.00 %
<a href="#">100-200-62002</a>	Engineering & Surveying	70,000.00	70,000.00	11,850.00	14,018.75	55,981.25	79.97 %
<a href="#">100-200-62005</a>	Health Inspector	60,000.00	60,000.00	3,450.00	39,521.30	20,478.70	34.13 %
<a href="#">100-200-62006</a>	Architectural & Landscape Consulta	5,000.00	5,000.00	824.13	1,773.26	3,226.74	64.53 %
<a href="#">100-200-62007</a>	Historic District Consultant	13,500.00	19,750.00	0.00	8,840.40	10,909.60	55.24 %
<a href="#">100-200-62010</a>	Miscellaneous Consultant	165,000.00	257,119.92	5,033.69	23,551.87	233,568.05	90.84 %
<b>Department: 200 - Planning &amp; Development Total:</b>		<b>313,500.00</b>	<b>411,869.92</b>	<b>35,961.24</b>	<b>265,355.71</b>	<b>146,514.21</b>	<b>35.57%</b>
<b>Department: 201 - Building</b>							
<a href="#">100-201-60000</a>	Regular Employees	0.00	0.00	33,337.72	288,091.79	-288,091.79	0.00 %
<a href="#">100-201-60002</a>	Overtime	0.00	0.00	969.17	8,095.39	-8,095.39	0.00 %
<a href="#">100-201-61000</a>	Health Insurance	0.00	0.00	3,374.46	29,374.94	-29,374.94	0.00 %
<a href="#">100-201-61001</a>	Dental Insurance	0.00	0.00	235.90	2,054.51	-2,054.51	0.00 %
<a href="#">100-201-61002</a>	Medicare	0.00	0.00	477.11	4,156.68	-4,156.68	0.00 %
<a href="#">100-201-61003</a>	Social Security	0.00	0.00	2,039.98	17,772.68	-17,772.68	0.00 %
<a href="#">100-201-61004</a>	Unemployment	0.00	0.00	0.00	1,196.42	-1,196.42	0.00 %
<a href="#">100-201-61006</a>	TMRS	0.00	0.00	2,024.11	17,565.59	-17,565.59	0.00 %
<a href="#">100-201-62004</a>	Bldg. Inspector	750,000.00	750,000.00	68,345.00	508,415.00	241,585.00	32.21 %
<a href="#">100-201-62008</a>	Lighting Consultant	2,000.00	2,000.00	0.00	983.75	1,016.25	50.81 %
<a href="#">100-201-62014</a>	FireInspector	40,000.00	40,000.00	0.00	49,448.43	-9,448.43	-23.62 %
<a href="#">100-201-64003</a>	Uniforms	0.00	0.00	0.00	3,067.75	-3,067.75	0.00 %
<b>Department: 201 - Building Total:</b>		<b>792,000.00</b>	<b>792,000.00</b>	<b>110,803.45</b>	<b>930,222.93</b>	<b>-138,222.93</b>	<b>-17.45%</b>
<b>Department: 300 - Wastewater</b>							
<a href="#">100-300-60000</a>	Regular Employees	0.00	0.00	0.00	49,404.97	-49,404.97	0.00 %
<a href="#">100-300-61000</a>	Health Insurance	0.00	0.00	0.00	2,448.22	-2,448.22	0.00 %
<a href="#">100-300-61001</a>	Dental Insurance	0.00	0.00	0.00	168.50	-168.50	0.00 %
<a href="#">100-300-61002</a>	Medicare	0.00	0.00	0.00	677.82	-677.82	0.00 %
<a href="#">100-300-61003</a>	Social Security	0.00	0.00	0.00	2,898.32	-2,898.32	0.00 %
<a href="#">100-300-61004</a>	Unemployment	0.00	0.00	0.00	143.99	-143.99	0.00 %
<a href="#">100-300-61006</a>	TMRS	0.00	0.00	0.00	2,924.70	-2,924.70	0.00 %
<a href="#">100-300-71001</a>	Transportation Improvement Proje	1,140,000.00	1,140,000.00	12,335.78	1,217,150.73	-77,150.73	-6.77 %
<b>Department: 300 - Wastewater Total:</b>		<b>1,140,000.00</b>	<b>1,140,000.00</b>	<b>12,335.78</b>	<b>1,275,817.25</b>	<b>-135,817.25</b>	<b>-11.91%</b>
<b>Department: 304 - Maintenance</b>							
<a href="#">100-304-60000</a>	Regular Employees	0.00	0.00	31,405.22	311,387.60	-311,387.60	0.00 %
<a href="#">100-304-60002</a>	Overtime	0.00	0.00	129.50	9,821.67	-9,821.67	0.00 %
<a href="#">100-304-60003</a>	On Call Pay	0.00	0.00	800.00	8,200.00	-8,200.00	0.00 %
<a href="#">100-304-61000</a>	Health Insurance	0.00	0.00	3,129.56	33,495.52	-33,495.52	0.00 %
<a href="#">100-304-61001</a>	Dental Insurance	0.00	0.00	219.05	2,342.15	-2,342.15	0.00 %
<a href="#">100-304-61002</a>	Medicare	0.00	0.00	465.56	4,647.16	-4,647.16	0.00 %
<a href="#">100-304-61003</a>	Social Security	0.00	0.00	1,990.70	19,870.67	-19,870.67	0.00 %
<a href="#">100-304-61004</a>	Unemployment	0.00	0.00	98.54	1,250.54	-1,250.54	0.00 %
<a href="#">100-304-61006</a>	TMRS	0.00	0.00	1,907.75	19,470.67	-19,470.67	0.00 %

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
<a href="#">100-304-63000</a>	Office Maintenance/Repairs	19,860.00	19,860.00	2,532.00	12,142.93	7,717.07	38.86 %
<a href="#">100-304-63001</a>	Equipment Maintenance	6,750.00	6,750.00	40.11	2,120.22	4,629.78	68.59 %
<a href="#">100-304-63002</a>	Fleet Maintenance	78,020.00	78,020.00	337.48	26,271.17	51,748.83	66.33 %
<a href="#">100-304-63008</a>	Stephenson Building & Lawn Maint	550.00	550.00	0.00	0.00	550.00	100.00 %
<a href="#">100-304-63009</a>	Street/ROW Maintenance	211,005.00	211,005.00	25,472.61	59,649.09	151,355.91	71.73 %
<a href="#">100-304-63018</a>	Triangle/Veterans Park Maintenanc	0.00	0.00	0.00	86.20	-86.20	0.00 %
<a href="#">100-304-64003</a>	Uniforms	17,500.00	17,500.00	0.00	6,111.89	11,388.11	65.07 %
<a href="#">100-304-64004</a>	Office Furniture and Equipment	0.00	0.00	0.00	569.99	-569.99	0.00 %
<a href="#">100-304-64006</a>	Fleet Acquisition	361,000.00	361,000.00	-933.95	312,294.04	48,705.96	13.49 %
<a href="#">100-304-64009</a>	Maintenance Equipment	8,500.00	8,500.00	46.16	2,617.43	5,882.57	69.21 %
<a href="#">100-304-64010</a>	Maintenance Supplies	6,500.00	6,500.00	169.65	1,876.96	4,623.04	71.12 %
<a href="#">100-304-65001</a>	Street Electricity	20,000.00	20,000.00	1,915.02	14,081.50	5,918.50	29.59 %
<a href="#">100-304-65002</a>	City Streets Water	4,000.00	4,000.00	281.85	2,253.92	1,746.08	43.65 %
<a href="#">100-304-65003</a>	Office Electricity	5,500.00	5,500.00	1,095.80	5,191.98	308.02	5.60 %
<a href="#">100-304-65004</a>	Office Water	650.00	650.00	109.70	499.97	150.03	23.08 %
<a href="#">100-304-65005</a>	Stephenson Bldg Electric	1,500.00	1,500.00	76.50	612.78	887.22	59.15 %
<a href="#">100-304-65006</a>	Stephenson Water	500.00	500.00	64.51	341.47	158.53	31.71 %
<a href="#">100-304-65009</a>	Triangle Electric	0.00	0.00	38.25	306.00	-306.00	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	92,025.00	92,025.00	0.00	120,317.59	-28,292.59	-30.74 %
<a href="#">100-304-69010</a>	Downtown Bathroom	200,000.00	200,000.00	4,945.00	4,945.00	195,055.00	97.53 %
<a href="#">100-304-69011</a>	City Hall Planning	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
<a href="#">100-304-71002</a>	Street Improvements	660,000.00	660,000.00	0.00	1,245.00	658,755.00	99.81 %
<a href="#">100-304-71003</a>	City Hall Improvements	556,000.00	556,000.00	0.00	9,300.00	546,700.00	98.33 %
<b>Department: 304 - Maintenance Total:</b>		<b>2,271,860.00</b>	<b>2,271,860.00</b>	<b>76,336.57</b>	<b>993,321.11</b>	<b>1,278,538.89</b>	<b>56.28%</b>

**Department: 400 - Parks & Recreation**

<a href="#">100-400-60000</a>	Regular Employees	0.00	0.00	24,134.65	187,073.01	-187,073.01	0.00 %
<a href="#">100-400-60001</a>	Part-time Employees	27,801.76	27,801.76	0.00	0.00	27,801.76	100.00 %
<a href="#">100-400-60002</a>	Overtime	0.00	0.00	115.67	1,773.99	-1,773.99	0.00 %
<a href="#">100-400-60003</a>	On Call Pay	0.00	0.00	200.00	200.00	-200.00	0.00 %
<a href="#">100-400-60005</a>	Camp Staff	0.00	0.00	24,692.54	40,218.65	-40,218.65	0.00 %
<a href="#">100-400-60006</a>	Camp Staff OT	0.00	0.00	658.37	658.37	-658.37	0.00 %
<a href="#">100-400-61000</a>	Health Insurance	0.00	0.00	1,007.15	6,029.91	-6,029.91	0.00 %
<a href="#">100-400-61001</a>	Dental Insurance	0.00	0.00	67.56	395.56	-395.56	0.00 %
<a href="#">100-400-61002</a>	Medicare	0.00	0.00	720.69	3,318.64	-3,318.64	0.00 %
<a href="#">100-400-61003</a>	Social Security	0.00	0.00	3,081.66	14,190.31	-14,190.31	0.00 %
<a href="#">100-400-61004</a>	Unemployment	0.00	0.00	457.48	1,382.75	-1,382.75	0.00 %
<a href="#">100-400-61006</a>	TMRS	0.00	0.00	1,237.14	10,090.91	-10,090.91	0.00 %
<a href="#">100-400-63004</a>	Dues, Fees & Subscriptions	3,402.00	3,402.00	700.00	2,158.45	1,243.55	36.55 %
<a href="#">100-400-63010</a>	Sports & Rec Park Lawn Mainten	0.00	0.00	1,100.00	3,890.00	-3,890.00	0.00 %
<a href="#">100-400-63011</a>	Founders Park Lawn Maintenance	0.00	0.00	1,000.00	3,540.00	-3,540.00	0.00 %
<a href="#">100-400-63012</a>	Charro Ranch Landscaping	0.00	0.00	650.00	2,965.00	-2,965.00	0.00 %
<a href="#">100-400-63013</a>	General Parks Maintenance	9,000.00	9,000.00	374.20	2,011.57	6,988.43	77.65 %
<a href="#">100-400-63015</a>	Founders Park/Pool Maintenance	17,740.00	17,740.00	0.00	2,758.26	14,981.74	84.45 %
<a href="#">100-400-63016</a>	Sports & Rec Park Maintenance	42,920.00	42,920.00	4,730.57	11,351.64	31,568.36	73.55 %
<a href="#">100-400-63017</a>	Charro Ranch Park Maintenance	9,300.00	9,300.00	0.00	480.44	8,819.56	94.83 %
<a href="#">100-400-63018</a>	Triangle/Veterans Park Maintenanc	700.00	700.00	97.42	122.41	577.59	82.51 %
<a href="#">100-400-63036</a>	Skate Park Maintenance	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">100-400-63037</a>	Rathgeber Maintenance	0.00	0.00	0.00	36.93	-36.93	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	8,550.00	8,550.00	393.47	2,808.28	5,741.72	67.15 %
<a href="#">100-400-64012</a>	Charro Ranch Supplies	1,250.00	1,250.00	0.00	310.54	939.46	75.16 %
<a href="#">100-400-64013</a>	Founders Park/Pool Supplies	0.00	0.00	1,543.97	11,185.59	-11,185.59	0.00 %
<a href="#">100-400-64014</a>	Sports & Rec Park Supplies	400.00	400.00	0.00	93.66	306.34	76.59 %
<a href="#">100-400-64015</a>	Park Program & Event Supplies	10,950.00	10,950.00	490.00	3,641.77	7,308.23	66.74 %
<a href="#">100-400-64033</a>	Rathgeber Supplies	600.00	600.00	147.98	735.07	-135.07	-22.51 %
<a href="#">100-400-65000</a>	Network/Phone	8,568.00	8,568.00	0.00	0.00	8,568.00	100.00 %
<a href="#">100-400-65007</a>	Portable Toilets	7,250.00	7,250.00	755.00	5,595.00	1,655.00	22.83 %

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable	Percent
						(Unfavorable)	Remaining
<a href="#">100-400-65009</a>	Triangle Electric	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">100-400-65010</a>	Triangle Water	500.00	500.00	35.18	281.44	218.56	43.71 %
<a href="#">100-400-65011</a>	Sports & Rec Park Water	13,000.00	13,000.00	3,770.95	5,668.58	7,331.42	56.40 %
<a href="#">100-400-65012</a>	Sports & Rec Park Electricity	2,500.00	2,500.00	-37.50	1,590.07	909.93	36.40 %
<a href="#">100-400-65014</a>	Founders Park/Pool Electricity	0.00	0.00	522.24	4,002.58	-4,002.58	0.00 %
<a href="#">100-400-66001</a>	Advertising	16,250.00	16,250.00	72.00	6,394.28	9,855.72	60.65 %
<a href="#">100-400-70003</a>	Other Expenses	13,320.00	13,320.00	0.00	179.31	13,140.69	98.65 %
<a href="#">100-400-71004</a>	All Parks Improvements	156,500.00	156,500.00	854.00	10,754.82	145,745.18	93.13 %
<a href="#">100-400-71005</a>	Founders Park/Pool Improvmts	597,000.00	597,000.00	45,037.50	112,229.25	484,770.75	81.20 %
<a href="#">100-400-71006</a>	Sports & Rec Park Improvements	54,000.00	66,560.00	0.00	0.00	66,560.00	100.00 %
<a href="#">100-400-71007</a>	Charro Ranch Improvements	600.00	600.00	0.00	0.00	600.00	100.00 %
<a href="#">100-400-71010</a>	Rathgeber Improvements	215,000.00	215,000.00	0.00	157,631.55	57,368.45	26.68 %
<a href="#">100-400-71012</a>	Skate Park Improvements	150,000.00	150,000.00	26,187.50	127,106.52	22,893.48	15.26 %
<b>Department: 400 - Parks &amp; Recreation Total:</b>		<b>1,369,101.76</b>	<b>1,381,661.76</b>	<b>144,797.39</b>	<b>744,855.11</b>	<b>636,806.65</b>	<b>46.09%</b>
<b>Department: 401 - DSRP</b>							
<a href="#">100-401-60000</a>	Regular Employees	540,752.60	540,752.60	39,847.51	408,642.76	132,109.84	24.43 %
<a href="#">100-401-60002</a>	Overtime	0.00	0.00	610.79	7,025.02	-7,025.02	0.00 %
<a href="#">100-401-60003</a>	On Call Pay	0.00	0.00	600.00	7,800.00	-7,800.00	0.00 %
<a href="#">100-401-61000</a>	Health Insurance	66,694.30	66,694.30	4,326.93	47,637.58	19,056.72	28.57 %
<a href="#">100-401-61001</a>	Dental Insurance	0.00	0.00	303.14	3,344.15	-3,344.15	0.00 %
<a href="#">100-401-61002</a>	Medicare	0.00	0.00	559.13	5,781.18	-5,781.18	0.00 %
<a href="#">100-401-61003</a>	Social Security	0.00	0.00	2,390.73	24,719.71	-24,719.71	0.00 %
<a href="#">100-401-61004</a>	Unemployment	0.00	0.00	52.62	1,792.41	-1,792.41	0.00 %
<a href="#">100-401-61005</a>	Federal Withholding	43,887.57	43,887.57	0.00	0.00	43,887.57	100.00 %
<a href="#">100-401-61006</a>	TMRS	31,931.44	31,931.44	2,422.43	24,927.37	7,004.07	21.93 %
<b>Department: 401 - DSRP Total:</b>		<b>683,265.91</b>	<b>683,265.91</b>	<b>51,113.28</b>	<b>531,670.18</b>	<b>151,595.73</b>	<b>22.19%</b>
<b>Department: 402 - Aquatics</b>							
<a href="#">100-402-60000</a>	Regular Employees	0.00	0.00	5,000.00	31,633.74	-31,633.74	0.00 %
<a href="#">100-402-60007</a>	Aquatic Staff	130,642.09	130,642.09	19,667.24	25,054.41	105,587.68	80.82 %
<a href="#">100-402-61000</a>	Health Insurance	0.00	0.00	482.88	3,618.14	-3,618.14	0.00 %
<a href="#">100-402-61001</a>	Dental Insurance	0.00	0.00	33.70	252.75	-252.75	0.00 %
<a href="#">100-402-61002</a>	Medicare	0.00	0.00	357.67	805.94	-805.94	0.00 %
<a href="#">100-402-61003</a>	Social Security	0.00	0.00	1,529.38	3,446.09	-3,446.09	0.00 %
<a href="#">100-402-61004</a>	Unemployment	0.00	0.00	314.69	544.88	-544.88	0.00 %
<a href="#">100-402-61006</a>	TMRS	0.00	0.00	295.00	1,865.30	-1,865.30	0.00 %
<a href="#">100-402-63015</a>	Founders Park/Pool Maintenance	36,000.00	36,000.00	0.00	0.00	36,000.00	100.00 %
<a href="#">100-402-64013</a>	Pool Supplies	40,075.00	40,075.00	364.93	12,095.13	27,979.87	69.82 %
<a href="#">100-402-65000</a>	Network/Phone	3,040.00	3,040.00	0.00	3,194.50	-154.50	-5.08 %
<a href="#">100-402-65013</a>	FMP Pool/Pavilion Water	6,000.00	6,000.00	248.74	1,647.16	4,352.84	72.55 %
<a href="#">100-402-65014</a>	FMP Pool/Pavilion Electric	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-402-65019</a>	Propane/Natural Gas	13,250.00	13,250.00	0.00	0.00	13,250.00	100.00 %
<b>Department: 402 - Aquatics Total:</b>		<b>234,007.09</b>	<b>234,007.09</b>	<b>28,294.23</b>	<b>84,158.04</b>	<b>149,849.05</b>	<b>64.04%</b>
<b>Department: 404 - Founders Day</b>							
<a href="#">100-404-63019</a>	FD Clean Up	20,000.00	20,000.00	0.00	15,572.66	4,427.34	22.14 %
<a href="#">100-404-63038</a>	FD Transportation	7,000.00	7,000.00	0.00	5,700.00	1,300.00	18.57 %
<a href="#">100-404-64016</a>	FD Event Supplies	7,750.00	7,750.00	0.00	5,768.86	1,981.14	25.56 %
<a href="#">100-404-64017</a>	FD Event Tent, Table, & Chairs	4,400.00	4,400.00	0.00	6,992.75	-2,592.75	-58.93 %
<a href="#">100-404-64018</a>	FD Barricades	6,500.00	6,500.00	650.00	8,160.00	-1,660.00	-25.54 %
<a href="#">100-404-65007</a>	Portable Toilets	15,000.00	15,000.00	0.00	8,368.10	6,631.90	44.21 %
<a href="#">100-404-65016</a>	FD Electricity	2,225.00	2,225.00	0.00	1,025.09	1,199.91	53.93 %
<a href="#">100-404-66008</a>	FD Parade	650.00	650.00	0.00	17.08	632.92	97.37 %
<a href="#">100-404-66009</a>	FD Publicity	2,500.00	2,500.00	0.00	527.51	1,972.49	78.90 %
<a href="#">100-404-66010</a>	Events, Entertainment & Activities	22,500.00	22,500.00	0.00	20,426.66	2,073.34	9.21 %
<a href="#">100-404-66012</a>	FD Sponsorship	6,000.00	6,000.00	0.00	2,816.55	3,183.45	53.06 %
<a href="#">100-404-68005</a>	FD Security	35,000.00	35,000.00	0.00	37,621.65	-2,621.65	-7.49 %
<a href="#">100-404-68006</a>	FD Health, Safety & Lighting	30,500.00	30,500.00	0.00	26,298.42	4,201.58	13.78 %
<b>Department: 404 - Founders Day Total:</b>		<b>160,025.00</b>	<b>160,025.00</b>	<b>650.00</b>	<b>139,295.33</b>	<b>20,729.67</b>	<b>12.95%</b>



	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 500 - Emergency Management</b>						
<a href="#">100-500-60000</a>	Regular Employees	0.00	0.00	6,074.31	61,144.40	-61,144.40 0.00 %
<a href="#">100-500-61000</a>	Health Insurance	0.00	0.00	17.06	169.48	-169.48 0.00 %
<a href="#">100-500-61001</a>	Dental Insurance	0.00	0.00	33.70	337.00	-337.00 0.00 %
<a href="#">100-500-61002</a>	Medicare	0.00	0.00	87.32	879.01	-879.01 0.00 %
<a href="#">100-500-61003</a>	Social Security	0.00	0.00	373.33	3,758.18	-3,758.18 0.00 %
<a href="#">100-500-61004</a>	Unemployment	0.00	0.00	0.00	143.99	-143.99 0.00 %
<a href="#">100-500-61006</a>	TMRS	0.00	0.00	358.38	3,605.78	-3,605.78 0.00 %
<a href="#">100-500-68000</a>	Emergency Management Equip	79,200.00	79,200.00	0.00	21,458.82	57,741.18 72.91 %
<a href="#">100-500-68001</a>	Emergency Fire& Safety	996.00	996.00	6,469.04	7,625.68	-6,629.68 -665.63 %
<a href="#">100-500-68002</a>	Emergency Management PR	2,000.00	2,000.00	0.00	890.92	1,109.08 55.45 %
<a href="#">100-500-68003</a>	Emergency Equipment Maint	12,102.00	12,102.00	388.64	12,654.01	-552.01 -4.56 %
<a href="#">100-500-70015</a>	Winter Storm Mara	0.00	0.00	0.00	-103,775.15	103,775.15 0.00 %
<b>Department: 500 - Emergency Management Total:</b>		<b>94,298.00</b>	<b>94,298.00</b>	<b>13,801.78</b>	<b>8,892.12</b>	<b>85,405.88 90.57%</b>
<b>Expense Total:</b>		<b>14,982,336.51</b>	<b>15,093,266.43</b>	<b>783,736.89</b>	<b>7,969,033.37</b>	<b>7,124,233.06 47.20%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>		<b>-3,149,377.15</b>	<b>-3,247,739.07</b>	<b>-243,280.64</b>	<b>1,903,356.83</b>	<b>5,151,095.90 158.61%</b>

**Fund: 200 - Dripping Springs Ranch Park**

<b>Revenue</b>						
<b>Department: 401 - DSRP</b>						
<a href="#">200-401-42008</a>	Riding Permit Fees	9,500.00	9,500.00	20.00	6,610.00	-2,890.00 30.42 %
<a href="#">200-401-43010</a>	Stall Rental Fees	37,200.00	37,200.00	315.00	40,491.99	3,291.99 108.85 %
<a href="#">200-401-43011</a>	RV Site Rental Fees	19,000.00	19,000.00	40.00	24,885.82	5,885.82 130.98 %
<a href="#">200-401-43012</a>	Facility Rental Fees	113,500.00	113,500.00	6,446.25	131,314.27	17,814.27 115.70 %
<a href="#">200-401-43013</a>	Equipment Rental Fees	6,000.00	6,000.00	35.00	11,514.48	5,514.48 191.91 %
<a href="#">200-401-43014</a>	Staff & Miscellaneous Fees	4,000.00	4,000.00	500.00	3,345.00	-655.00 16.38 %
<a href="#">200-401-43015</a>	Cleaning Fees	25,000.00	25,000.00	2,130.00	22,489.46	-2,510.54 10.04 %
<a href="#">200-401-44000</a>	Sponsorships & Donations	52,275.00	52,275.00	1,355.00	9,358.20	-42,916.80 82.10 %
<a href="#">200-401-44005</a>	Coyote Camp	137,100.00	137,100.00	0.00	100,163.50	-36,936.50 26.94 %
<a href="#">200-401-44006</a>	Riding Series	35,000.00	35,000.00	1,045.00	27,164.25	-7,835.75 22.39 %
<a href="#">200-401-44007</a>	Miscellaneous Events	2,000.00	2,000.00	0.00	59,361.00	57,361.00 2,968.05 %
<a href="#">200-401-44008</a>	Program Fees	15,100.00	15,100.00	166.00	29,798.24	14,698.24 197.34 %
<a href="#">200-401-44009</a>	Ice Rink	0.00	0.00	0.00	82,494.27	82,494.27 0.00 %
<a href="#">200-401-44011</a>	Ice Rink	329,425.00	320,625.00	0.00	0.00	-320,625.00 100.00 %
<a href="#">200-401-44012</a>	Rink Merchandise	0.00	0.00	0.00	439.00	439.00 0.00 %
<a href="#">200-401-46001</a>	Other Revenues	500.00	500.00	25.00	448.00	-52.00 10.40 %
<a href="#">200-401-46002</a>	Interest	2,000.00	2,000.00	678.74	6,232.99	4,232.99 311.65 %
<a href="#">200-401-46006</a>	Merchandise Sales	22,065.20	22,065.20	625.00	23,434.52	1,369.32 106.21 %
<a href="#">200-401-47005</a>	Transfer from HOT Fund	300,000.00	308,800.00	0.00	150,000.00	-158,800.00 51.42 %
<b>Department: 401 - DSRP Total:</b>		<b>1,109,665.20</b>	<b>1,109,665.20</b>	<b>13,380.99</b>	<b>729,544.99</b>	<b>-380,120.21 34.26%</b>
<b>Revenue Total:</b>		<b>1,109,665.20</b>	<b>1,109,665.20</b>	<b>13,380.99</b>	<b>729,544.99</b>	<b>-380,120.21 34.26%</b>

<b>Expense</b>						
<b>Department: 400 - Parks &amp; Recreation</b>						
<a href="#">200-400-63035</a>	Ranch House Maintenance	10,000.00	10,000.00	360.00	3,730.09	6,269.91 62.70 %
<a href="#">200-400-64024</a>	Ranch House Supplies	1,000.00	1,000.00	0.00	15.38	984.62 98.46 %
<b>Department: 400 - Parks &amp; Recreation Total:</b>		<b>11,000.00</b>	<b>11,000.00</b>	<b>360.00</b>	<b>3,745.47</b>	<b>7,254.53 65.95%</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	108,246.48	108,246.48	0.00	0.00	108,246.48 100.00 %
<a href="#">200-401-63000</a>	Building/Office Maintenance	0.00	0.00	4,253.47	41,010.12	-41,010.12 0.00 %
<a href="#">200-401-63001</a>	Equipment Maintenance	25,000.00	25,000.00	1,518.97	15,828.45	9,171.55 36.69 %
<a href="#">200-401-63002</a>	Fleet Maintenance	5,500.00	5,500.00	0.00	147.56	5,352.44 97.32 %
<a href="#">200-401-63003</a>	Lawn Maintenance	0.00	0.00	0.00	7,397.11	-7,397.11 0.00 %
<a href="#">200-401-63004</a>	Dues, Fees & Subscriptions	5,127.50	5,127.50	179.24	5,126.67	0.83 0.02 %
<a href="#">200-401-63005</a>	Training/Continuing Education	12,400.00	12,400.00	765.00	1,126.85	11,273.15 90.91 %
<a href="#">200-401-63023</a>	General Maintenance	177,387.24	177,387.24	2,540.00	6,269.62	171,117.62 96.47 %
<a href="#">200-401-63024</a>	Stall Cleaning & Repair	4,000.00	4,000.00	0.00	4,200.00	-200.00 -5.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">200-401-63028</a>	Lift Station Maintenance	12,000.00	12,000.00	0.00	13,010.50	-1,010.50	-8.42 %
<a href="#">200-401-64000</a>	Office Supplies	10,000.00	10,000.00	0.00	1,214.37	8,785.63	87.86 %
<a href="#">200-401-64001</a>	IT Equipment	5,000.00	5,000.00	0.00	4,262.67	737.33	14.75 %
<a href="#">200-401-64003</a>	Uniforms	3,500.00	3,500.00	0.00	272.00	3,228.00	92.23 %
<a href="#">200-401-64005</a>	Equipment Rental	2,000.00	2,000.00	363.00	9,366.62	-7,366.62	-368.33 %
<a href="#">200-401-64008</a>	Fuel	0.00	0.00	0.00	1,589.46	-1,589.46	0.00 %
<a href="#">200-401-64010</a>	Maintenance Supplies	0.00	0.00	0.00	36.99	-36.99	0.00 %
<a href="#">200-401-64011</a>	Park Supplies	13,545.00	13,545.00	0.00	0.00	13,545.00	100.00 %
<a href="#">200-401-64021</a>	Merchandise	17,065.20	17,065.20	0.00	12,401.54	4,663.66	27.33 %
<a href="#">200-401-64023</a>	Equipment	20,000.00	20,000.00	0.00	1,448.00	18,552.00	92.76 %
<a href="#">200-401-64026</a>	Sponsorship Expenses	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00 %
<a href="#">200-401-64027</a>	Coyote Camp	16,000.00	16,000.00	1,209.46	1,738.14	14,261.86	89.14 %
<a href="#">200-401-64028</a>	Riding Series	32,000.00	32,000.00	210.00	23,769.99	8,230.01	25.72 %
<a href="#">200-401-64029</a>	Miscellaneous Events	700.00	700.00	4,025.00	28,034.44	-27,334.44	-3,904.92 %
<a href="#">200-401-64030</a>	Programing	8,000.00	8,000.00	122.40	3,480.23	4,519.77	56.50 %
<a href="#">200-401-64031</a>	Concert Series	0.00	0.00	0.00	503.50	-503.50	0.00 %
<a href="#">200-401-64038</a>	Ice Rink	242,719.40	242,719.40	0.00	176,735.26	65,984.14	27.19 %
<a href="#">200-401-65000</a>	Network/Phone	14,518.00	14,518.00	1,104.80	12,922.86	1,595.14	10.99 %
<a href="#">200-401-65004</a>	Office Water	0.00	0.00	0.00	241.92	-241.92	0.00 %
<a href="#">200-401-65005</a>	Water	7,000.00	7,000.00	1,829.78	12,094.11	-5,094.11	-72.77 %
<a href="#">200-401-65007</a>	Portable Toilets	2,500.00	2,500.00	0.00	720.00	1,780.00	71.20 %
<a href="#">200-401-65008</a>	Alarm	6,660.00	6,660.00	1,345.55	6,526.08	133.92	2.01 %
<a href="#">200-401-65017</a>	Electricity	60,000.00	60,000.00	6,727.37	53,383.62	6,616.38	11.03 %
<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	78.71	2,679.54	-179.54	-7.18 %
<a href="#">200-401-66001</a>	Advertising	15,000.00	15,000.00	56.07	307.95	14,692.05	97.95 %
<a href="#">200-401-66002</a>	Postage & Shipping	0.00	0.00	0.00	18.18	-18.18	0.00 %
<a href="#">200-401-66004</a>	City Sponsored Events	0.00	0.00	0.00	26.59	-26.59	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	0.00	68,611.18	-18,611.18	-37.22 %
<a href="#">200-401-70003</a>	Other Expenses	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
<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	7,900.00	7,900.00	0.00	0.00	7,900.00	100.00 %
<a href="#">200-401-70013</a>	DSRP Sales Tax	0.00	0.00	0.00	1,176.83	-1,176.83	0.00 %
<a href="#">200-401-71008</a>	DSRP Improvements	355,000.00	355,000.00	2,137.50	32,000.33	322,999.67	90.99 %
<a href="#">200-401-90013</a>	Transfer to Vehicle Replacement Fu	32,145.00	32,145.00	0.00	0.00	32,145.00	100.00 %
<b>Department: 401 - DSRP Total:</b>		<b>1,320,363.82</b>	<b>1,320,363.82</b>	<b>28,466.32</b>	<b>549,679.28</b>	<b>770,684.54</b>	<b>58.37%</b>
<b>Expense Total:</b>		<b>1,331,363.82</b>	<b>1,331,363.82</b>	<b>28,826.32</b>	<b>553,424.75</b>	<b>777,939.07</b>	<b>58.43%</b>
<b>Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):</b>		<b>-221,698.62</b>	<b>-221,698.62</b>	<b>-15,445.33</b>	<b>176,120.24</b>	<b>397,818.86</b>	<b>179.44%</b>
<b>Fund: 400 - Utilities</b>							
<b>Revenue</b>							
<b>Department: 000 - Undesignated</b>							
<a href="#">400-000-43024</a>	Over Use Fees	335,135.58	335,135.58	0.00	0.00	-335,135.58	100.00 %
<a href="#">400-000-43025</a>	Reuse Fees	204,350.00	204,350.00	0.00	0.00	-204,350.00	100.00 %
<a href="#">400-000-46001</a>	Other Revenues	0.00	0.00	42.00	1,179,959.90	1,179,959.90	0.00 %
<b>Department: 000 - Undesignated Total:</b>		<b>539,485.58</b>	<b>539,485.58</b>	<b>42.00</b>	<b>1,179,959.90</b>	<b>640,474.32</b>	<b>118.72%</b>
<b>Department: 300 - Wastewater</b>							
<a href="#">400-300-43018</a>	Wastewater Service Fees	1,478,767.68	1,478,767.68	0.00	1,384,391.66	-94,376.02	6.38 %
<a href="#">400-300-43020</a>	Late Fees	9,600.00	9,600.00	0.00	13,762.85	4,162.85	143.36 %
<a href="#">400-300-43021</a>	Delayed Connection Fees	5,000.00	5,000.00	3,500.00	21,000.00	16,000.00	420.00 %
<a href="#">400-300-43024</a>	Over Use Fees	0.00	0.00	0.00	146,001.01	146,001.01	0.00 %
<a href="#">400-300-43025</a>	Reuse Fees	0.00	0.00	367,526.02	374,470.46	374,470.46	0.00 %
<a href="#">400-300-43048</a>	Reclaimed Water Use Fee	0.00	0.00	78.50	78.50	78.50	0.00 %
<a href="#">400-300-46001</a>	Other Revenues	60,000.00	60,000.00	0.00	0.00	-60,000.00	100.00 %
<a href="#">400-300-47008</a>	Transfer from TWDB	14,715,000.00	14,715,000.00	0.00	0.00	-14,715,000.00	100.00 %
<a href="#">400-300-47009</a>	Sales Tax	760,000.00	760,000.00	83,138.66	617,466.19	-142,533.81	18.75 %
<b>Department: 300 - Wastewater Total:</b>		<b>17,028,367.68</b>	<b>17,028,367.68</b>	<b>454,243.18</b>	<b>2,557,170.67</b>	<b>-14,471,197.01</b>	<b>84.98%</b>

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Department: 301 - Water</b>							
<a href="#">400-301-43038</a>	Meter Set Fees	5,000.00	5,000.00	550.00	3,250.00	-1,750.00	35.00 %
<a href="#">400-301-43040</a>	Water Base Rate	63,840.00	63,840.00	4,391.73	28,501.39	-35,338.61	55.35 %
<a href="#">400-301-43041</a>	Water Usage	100,000.00	100,000.00	29,446.48	158,002.92	58,002.92	158.00 %
<a href="#">400-301-43043</a>	Equipment Fee	36,200.00	36,200.00	1,086.00	7,602.00	-28,598.00	79.00 %
<a href="#">400-301-43044</a>	Inspection Fees	5,000.00	5,000.00	150.00	1,050.00	-3,950.00	79.00 %
<a href="#">400-301-46001</a>	Other Revenues	6,000.00	6,000.00	2,139.60	2,396.16	-3,603.84	60.06 %
	<b>Department: 301 - Water Total:</b>	<b>216,040.00</b>	<b>216,040.00</b>	<b>37,763.81</b>	<b>200,802.47</b>	<b>-15,237.53</b>	<b>7.05%</b>
<b>Department: 310 - Utility Operations</b>							
<a href="#">400-310-41001</a>	PEC Franchise Fee	130,000.00	130,000.00	0.00	152,407.62	22,407.62	117.24 %
<a href="#">400-310-41002</a>	ROW Fees	6,000.00	6,000.00	0.00	3,398.89	-2,601.11	43.35 %
<a href="#">400-310-41003</a>	Cable Franchise Fees	130,000.00	130,000.00	0.00	112,928.81	-17,071.19	13.13 %
<a href="#">400-310-41004</a>	Texas Gas Franchise Fee	3,000.00	3,000.00	0.00	4,298.84	1,298.84	143.29 %
<a href="#">400-310-46002</a>	Interest	60,000.00	60,000.00	16,408.47	150,126.08	90,126.08	250.21 %
	<b>Department: 310 - Utility Operations Total:</b>	<b>329,000.00</b>	<b>329,000.00</b>	<b>16,408.47</b>	<b>423,160.24</b>	<b>94,160.24</b>	<b>28.62%</b>
	<b>Revenue Total:</b>	<b>18,112,893.26</b>	<b>18,112,893.26</b>	<b>508,457.46</b>	<b>4,361,093.28</b>	<b>-13,751,799.98</b>	<b>75.92%</b>
<b>Expense</b>							
<b>Department: 300 - Wastewater</b>							
<a href="#">400-300-60000</a>	Regular Employees	0.00	0.00	0.00	17,325.60	-17,325.60	0.00 %
<a href="#">400-300-60002</a>	Overtime	0.00	0.00	0.00	299.60	-299.60	0.00 %
<a href="#">400-300-61000</a>	Health Insurance	0.00	0.00	0.00	2,156.62	-2,156.62	0.00 %
<a href="#">400-300-61001</a>	Dental Insurance	0.00	0.00	0.00	151.65	-151.65	0.00 %
<a href="#">400-300-61002</a>	Medicare	0.00	0.00	0.00	254.78	-254.78	0.00 %
<a href="#">400-300-61003</a>	Social Security	0.00	0.00	0.00	1,089.34	-1,089.34	0.00 %
<a href="#">400-300-61004</a>	Unemployment	0.00	0.00	0.00	60.82	-60.82	0.00 %
<a href="#">400-300-61006</a>	TMRS	0.00	0.00	0.00	1,031.71	-1,031.71	0.00 %
<a href="#">400-300-62002</a>	Engineering and Surveying	857,000.00	857,000.00	1,287.50	74,984.91	782,015.09	91.25 %
<a href="#">400-300-62019</a>	Planning and Permitting	5,000.00	5,000.00	0.00	27,619.01	-22,619.01	-452.38 %
<a href="#">400-300-62020</a>	Lab Testing	0.00	0.00	0.00	2,256.75	-2,256.75	0.00 %
<a href="#">400-300-63004</a>	Dues, Fees & Subscriptions	0.00	0.00	346.26	2,226.57	-2,226.57	0.00 %
<a href="#">400-300-63005</a>	Training/Continuing Education	0.00	0.00	0.00	668.03	-668.03	0.00 %
<a href="#">400-300-63025</a>	Wastewater Treatment Plant Maint	92,430.00	92,430.00	850.00	38,729.54	53,700.46	58.10 %
<a href="#">400-300-63026</a>	Routine Operations	87,000.00	87,000.00	1,607.10	14,354.67	72,645.33	83.50 %
<a href="#">400-300-63027</a>	Operations Non Routine	85,800.00	85,800.00	1,388.07	22,551.18	63,248.82	73.72 %
<a href="#">400-300-63028</a>	Lift Station Maintenance	64,300.00	64,300.00	201.76	27,103.97	37,196.03	57.85 %
<a href="#">400-300-63029</a>	Sanitary Sewer Line Maintenance	51,360.00	193,630.14	3,207.00	120,756.42	72,873.72	37.64 %
<a href="#">400-300-63030</a>	Drip Field Maintenance	30,000.00	30,000.00	4,947.16	6,979.75	23,020.25	76.73 %
<a href="#">400-300-63031</a>	Sludge Hauling	150,000.00	150,000.00	11,069.90	84,356.35	65,643.65	43.76 %
<a href="#">400-300-63033</a>	Wastewater Flow Measurement	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
<a href="#">400-300-63034</a>	Utility Operations	0.00	0.00	0.00	33,400.25	-33,400.25	0.00 %
<a href="#">400-300-64003</a>	Uniforms	0.00	0.00	0.00	119.96	-119.96	0.00 %
<a href="#">400-300-64010</a>	Supplies	28,500.00	28,500.00	731.67	13,102.67	15,397.33	54.03 %
<a href="#">400-300-64022</a>	Chemicals	15,000.00	15,000.00	0.00	5,865.50	9,134.50	60.90 %
<a href="#">400-300-65000</a>	Network/Phone	0.00	0.00	722.79	4,502.55	-4,502.55	0.00 %
<a href="#">400-300-65017</a>	Electric	80,000.00	80,000.00	6,950.88	45,820.71	34,179.29	42.72 %
<a href="#">400-300-70001</a>	Mileage	0.00	0.00	0.00	119.25	-119.25	0.00 %
<a href="#">400-300-70003</a>	Other Expenses	85,000.00	85,000.00	0.00	3,374.88	81,625.12	96.03 %
<a href="#">400-300-71000</a>	Capital Projects	2,000,000.00	2,670,464.62	0.00	605,692.22	2,064,772.40	77.32 %
<a href="#">400-300-72001</a>	TWDB - Capital Projects	16,175,000.00	16,175,000.00	0.00	0.00	16,175,000.00	100.00 %
<a href="#">400-300-72002</a>	TWDB - Engineering and Design	485,000.00	485,000.00	1,889.98	241,185.24	243,814.76	50.27 %
<a href="#">400-300-72003</a>	TWDB - Special Counsel and Consul	0.00	0.00	0.00	14,388.86	-14,388.86	0.00 %
<a href="#">400-300-72004</a>	TWDB - Misc.	230,000.00	230,000.00	0.00	550.00	229,450.00	99.76 %
<a href="#">400-300-72005</a>	TWDB - Land Acquisition	0.00	0.00	0.00	30,000.00	-30,000.00	0.00 %
<a href="#">400-300-90013</a>	Transfer to Vehicle Replacement Fu	37,936.00	37,936.00	0.00	0.00	37,936.00	100.00 %
	<b>Department: 300 - Wastewater Total:</b>	<b>20,568,326.00</b>	<b>21,381,060.76</b>	<b>35,200.07</b>	<b>1,443,079.36</b>	<b>19,937,981.40</b>	<b>93.25%</b>
<b>Department: 301 - Water</b>							
<a href="#">400-301-62020</a>	Lab Testing	0.00	0.00	0.00	18.36	-18.36	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">400-301-63026</a>	Routine Operations	25,000.00	25,000.00	0.00	571.90	24,428.10	97.71 %
<a href="#">400-301-63027</a>	Operations Non Routine	10,000.00	10,000.00	0.00	1,631.68	8,368.32	83.68 %
<a href="#">400-301-63032</a>	Water Line Maintenance & Repair	20,000.00	22,210.11	0.00	27,866.35	-5,656.24	-25.47 %
<a href="#">400-301-63034</a>	Utility Operations	0.00	0.00	0.00	100.00	-100.00	0.00 %
<a href="#">400-301-64010</a>	Supplies	50,000.00	52,368.61	0.00	46,251.79	6,116.82	11.68 %
	<b>Department: 301 - Water Total:</b>	<b>105,000.00</b>	<b>109,578.72</b>	<b>0.00</b>	<b>76,440.08</b>	<b>33,138.64</b>	<b>30.24%</b>
	<b>Department: 310 - Utility Operations</b>						
<a href="#">400-310-60000</a>	Regular Employees	527,345.98	527,345.98	39,840.80	329,878.74	197,467.24	37.45 %
<a href="#">400-310-60002</a>	Overtime	0.00	0.00	2,407.20	20,245.71	-20,245.71	0.00 %
<a href="#">400-310-60003</a>	On Call Pay	10,400.00	10,400.00	800.00	11,774.92	-1,374.92	-13.22 %
<a href="#">400-310-61000</a>	Health Insurance	59,572.49	59,572.49	3,861.76	31,631.36	27,941.13	46.90 %
<a href="#">400-310-61001</a>	Dental Insurance	0.00	0.00	269.60	2,207.35	-2,207.35	0.00 %
<a href="#">400-310-61002</a>	Medicare	0.00	0.00	607.31	5,010.04	-5,010.04	0.00 %
<a href="#">400-310-61004</a>	Unemployment	0.00	0.00	0.00	1,342.38	-1,342.38	0.00 %
<a href="#">400-310-61005</a>	Federal Withholding	42,609.97	42,609.97	0.00	0.00	42,609.97	100.00 %
<a href="#">400-310-61006</a>	TMRS	30,894.73	30,894.73	2,539.85	21,439.92	9,454.81	30.60 %
<a href="#">400-310-62001</a>	Financial Services	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">400-310-62003</a>	Special Couounsel and Consultants	50,000.00	50,000.00	0.00	24,385.39	25,614.61	51.23 %
<a href="#">400-310-62020</a>	Lab Testing	30,000.00	30,000.00	2,825.00	22,850.71	7,149.29	23.83 %
<a href="#">400-310-63001</a>	Equipment Maintenance	10,000.00	10,000.00	0.00	708.51	9,291.49	92.91 %
<a href="#">400-310-63002</a>	Fleet Maintenance	12,000.00	12,000.00	81.44	983.51	11,016.49	91.80 %
<a href="#">400-310-63005</a>	Training/Continuing Education	13,305.00	16,330.51	606.00	5,219.50	11,111.01	68.04 %
<a href="#">400-310-63034</a>	Utility Operations	355,560.00	355,560.00	16,700.00	67,025.93	288,534.07	81.15 %
<a href="#">400-310-64001</a>	IT Equipment & Support	4,340.00	4,340.00	0.00	1,179.16	3,160.84	72.83 %
<a href="#">400-310-64002</a>	Software	15,313.00	15,313.00	260.00	14,010.44	1,302.56	8.51 %
<a href="#">400-310-64003</a>	Uniforms	7,470.00	7,470.00	168.00	4,450.63	3,019.37	40.42 %
<a href="#">400-310-64006</a>	Fleet Acquisition	62,000.00	62,000.00	0.00	63,236.00	-1,236.00	-1.99 %
<a href="#">400-310-64008</a>	Fuel	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
<a href="#">400-310-64023</a>	Equipment	53,000.00	53,000.00	0.00	18,746.63	34,253.37	64.63 %
<a href="#">400-310-65000</a>	Network/Phone	16,250.00	16,250.00	156.39	19,277.27	-3,027.27	-18.63 %
	<b>Department: 310 - Utility Operations Total:</b>	<b>1,330,061.17</b>	<b>1,333,086.68</b>	<b>71,123.35</b>	<b>665,604.10</b>	<b>667,482.58</b>	<b>50.07%</b>
	<b>Department: 311 - Arrowhead Wastewater Plant</b>						
<a href="#">400-311-63025</a>	Arrowhead - Wastwater Treatment	18,325.00	18,325.00	0.00	3,784.66	14,540.34	79.35 %
<a href="#">400-311-63026</a>	Arrowhead - Routine Operations	23,250.00	23,250.00	672.90	7,228.94	16,021.06	68.91 %
<a href="#">400-311-63027</a>	Arrowhead - Non-Routine Operatio	21,450.00	21,450.00	0.00	13,441.43	8,008.57	37.34 %
<a href="#">400-311-63028</a>	Arrowhead - Lift Station Maintenanc	6,500.00	6,500.00	0.00	1,400.16	5,099.84	78.46 %
<a href="#">400-311-63030</a>	Arrowhead - Drip Field Maintenanc	51,500.00	51,500.00	69.98	69.98	51,430.02	99.86 %
<a href="#">400-311-63031</a>	Arrowhead - Sludge Hauling	39,000.00	39,000.00	7,162.87	41,313.87	-2,313.87	-5.93 %
<a href="#">400-311-64010</a>	Arrowhead - Supplies	7,500.00	7,500.00	159.96	954.53	6,545.47	87.27 %
<a href="#">400-311-64022</a>	Arrowhead - Chemicals	13,000.00	13,000.00	1,686.40	8,207.20	4,792.80	36.87 %
<a href="#">400-311-65017</a>	Arrowhead - Electricity	20,000.00	20,000.00	1,533.46	9,095.54	10,904.46	54.52 %
<a href="#">400-311-71000</a>	Arrowhead - Capital Projects	2,029,109.57	2,029,109.57	0.00	47,760.00	1,981,349.57	97.65 %
	<b>Department: 311 - Arrowhead Wastewater Plant Total:</b>	<b>2,229,634.57</b>	<b>2,229,634.57</b>	<b>11,285.57</b>	<b>133,256.31</b>	<b>2,096,378.26</b>	<b>94.02%</b>
	<b>Expense Total:</b>	<b>24,233,021.74</b>	<b>25,053,360.73</b>	<b>117,608.99</b>	<b>2,318,379.85</b>	<b>22,734,980.88</b>	<b>90.75%</b>
	<b>Fund: 400 - Utilities Surplus (Deficit):</b>	<b>-6,120,128.48</b>	<b>-6,940,467.47</b>	<b>390,848.47</b>	<b>2,042,713.43</b>	<b>8,983,180.90</b>	<b>129.43%</b>
	<b>Report Surplus (Deficit):</b>	<b>-9,491,204.25</b>	<b>-10,409,905.16</b>	<b>132,122.50</b>	<b>4,122,190.50</b>	<b>14,532,095.66</b>	<b>139.60%</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	7,763,445.36	7,763,445.36	470,163.24	7,483,352.76	-280,092.60	3.61%
105 - Communications	110,209.00	110,209.00	0.00	80,068.59	-30,140.41	27.35%
200 - Planning & Development	1,628,875.00	1,628,875.00	4,475.00	829,235.97	-799,639.03	49.09%
201 - Building	1,550,000.00	1,550,000.00	53,606.72	1,257,912.33	-292,087.67	18.84%
400 - Parks & Recreation	579,880.00	592,448.00	875.00	21,545.00	-570,903.00	96.36%
402 - Aquatics	76,100.00	76,100.00	11,336.29	38,204.43	-37,895.57	49.80%
404 - Founders Day	124,450.00	124,450.00	0.00	162,071.12	37,621.12	30.23%
<b>Revenue Total:</b>	<b>11,832,959.36</b>	<b>11,845,527.36</b>	<b>540,456.25</b>	<b>9,872,390.20</b>	<b>-1,973,137.16</b>	<b>16.66%</b>
<b>Expense</b>						
000 - Undesignated	5,797,331.91	5,797,331.91	42,015.90	251,151.95	5,546,179.96	95.67%
100 - City Council/Boards & Commissions	17,000.00	17,000.00	0.00	67,500.00	-50,500.00	-297.06%
101 - City Administrators Office	0.00	0.00	45,756.29	459,524.97	-459,524.97	0.00%
102 - City Secretary	29,120.00	29,120.00	13,225.28	148,559.76	-119,439.76	-410.16%
103 - Courts	15,500.00	15,500.00	312.50	4,202.50	11,297.50	72.89%
104 - City Attorney	49,000.00	49,000.00	28,384.83	229,316.83	-180,316.83	-367.99%
105 - Communications	132,309.00	132,309.00	21,113.95	275,506.67	-143,197.67	-108.23%
106 - IT	389,894.84	389,894.84	29,960.27	416,746.60	-26,851.76	-6.89%
107 - Finance	1,494,123.00	1,494,123.00	128,874.15	1,142,936.31	351,186.69	23.50%
200 - Planning & Development	313,500.00	411,869.92	35,961.24	265,355.71	146,514.21	35.57%
201 - Building	792,000.00	792,000.00	110,803.45	930,222.93	-138,222.93	-17.45%
300 - Wastewater	1,140,000.00	1,140,000.00	12,335.78	1,275,817.25	-135,817.25	-11.91%
304 - Maintenance	2,271,860.00	2,271,860.00	76,336.57	993,321.11	1,278,538.89	56.28%
400 - Parks & Recreation	1,369,101.76	1,381,661.76	144,797.39	744,855.11	636,806.65	46.09%
401 - DSRP	683,265.91	683,265.91	51,113.28	531,670.18	151,595.73	22.19%
402 - Aquatics	234,007.09	234,007.09	28,294.23	84,158.04	149,849.05	64.04%
404 - Founders Day	160,025.00	160,025.00	650.00	139,295.33	20,729.67	12.95%
500 - Emergency Management	94,298.00	94,298.00	13,801.78	8,892.12	85,405.88	90.57%
<b>Expense Total:</b>	<b>14,982,336.51</b>	<b>15,093,266.43</b>	<b>783,736.89</b>	<b>7,969,033.37</b>	<b>7,124,233.06</b>	<b>47.20%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>	<b>-3,149,377.15</b>	<b>-3,247,739.07</b>	<b>-243,280.64</b>	<b>1,903,356.83</b>	<b>5,151,095.90</b>	<b>158.61%</b>
<b>Fund: 200 - Dripping Springs Ranch Park</b>						
<b>Revenue</b>						
401 - DSRP	1,109,665.20	1,109,665.20	13,380.99	729,544.99	-380,120.21	34.26%
<b>Revenue Total:</b>	<b>1,109,665.20</b>	<b>1,109,665.20</b>	<b>13,380.99</b>	<b>729,544.99</b>	<b>-380,120.21</b>	<b>34.26%</b>
<b>Expense</b>						
400 - Parks & Recreation	11,000.00	11,000.00	360.00	3,745.47	7,254.53	65.95%
401 - DSRP	1,320,363.82	1,320,363.82	28,466.32	549,679.28	770,684.54	58.37%
<b>Expense Total:</b>	<b>1,331,363.82</b>	<b>1,331,363.82</b>	<b>28,826.32</b>	<b>553,424.75</b>	<b>777,939.07</b>	<b>58.43%</b>
<b>Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):</b>	<b>-221,698.62</b>	<b>-221,698.62</b>	<b>-15,445.33</b>	<b>176,120.24</b>	<b>397,818.86</b>	<b>179.44%</b>
<b>Fund: 400 - Utilities</b>						
<b>Revenue</b>						
000 - Undesignated	539,485.58	539,485.58	42.00	1,179,959.90	640,474.32	118.72%
300 - Wastewater	17,028,367.68	17,028,367.68	454,243.18	2,557,170.67	-14,471,197.01	84.98%
301 - Water	216,040.00	216,040.00	37,763.81	200,802.47	-15,237.53	7.05%
310 - Utility Operations	329,000.00	329,000.00	16,408.47	423,160.24	94,160.24	28.62%
<b>Revenue Total:</b>	<b>18,112,893.26</b>	<b>18,112,893.26</b>	<b>508,457.46</b>	<b>4,361,093.28</b>	<b>-13,751,799.98</b>	<b>75.92%</b>
<b>Expense</b>						
300 - Wastewater	20,568,326.00	21,381,060.76	35,200.07	1,443,079.36	19,937,981.40	93.25%
301 - Water	105,000.00	109,578.72	0.00	76,440.08	33,138.64	30.24%
310 - Utility Operations	1,330,061.17	1,333,086.68	71,123.35	665,604.10	667,482.58	50.07%
311 - Arrowhead Wastewater Plant	2,229,634.57	2,229,634.57	11,285.57	133,256.31	2,096,378.26	94.02%



**Budget Report**

For Fiscal: FY 2024 Period Ending: Item 7. 4

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Expense Total:</b>	24,233,021.74	25,053,360.73	117,608.99	2,318,379.85	22,734,980.88	90.75%
<b>Fund: 400 - Utilities Surplus (Deficit):</b>	-6,120,128.48	-6,940,467.47	390,848.47	2,042,713.43	8,983,180.90	129.43%
<b>Report Surplus (Deficit):</b>	-9,491,204.25	-10,409,905.16	132,122.50	4,122,190.50	14,532,095.66	139.60%

### Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-3,149,377.15	-3,247,739.07	-243,280.64	1,903,356.83	5,151,095.90
200 - Dripping Springs Ranch Park	-221,698.62	-221,698.62	-15,445.33	176,120.24	397,818.86
400 - Utilities	-6,120,128.48	-6,940,467.47	390,848.47	2,042,713.43	8,983,180.90
<b>Report Surplus (Deficit):</b>	<b>-9,491,204.25</b>	<b>-10,409,905.16</b>	<b>132,122.50</b>	<b>4,122,190.50</b>	<b>14,532,095.66</b>

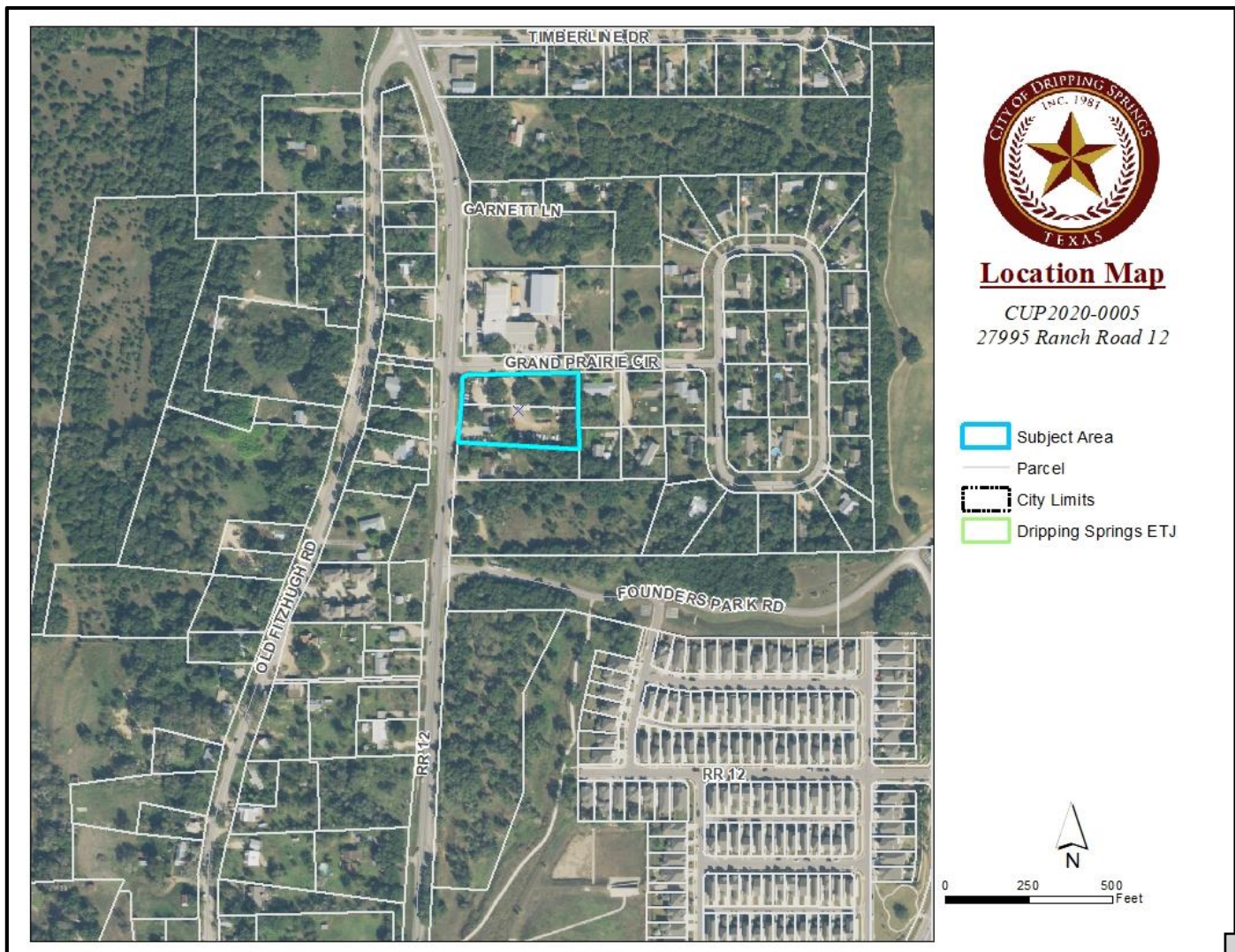


# City Council Planning Department Staff Report

**City Council:** July 16, 2024  
**Project No:** CUP2024-002  
**Project Planner:** Tory Carpenter, AICP – Planning Director

### Item Details

**Project Name:** WHIM Tent  
**Property Location:** 27950 Ranch Road 12  
**Legal Description:** Grand Prairie Subdivision, Lot 1  
**Applicant:** Erin Banks, P.E.  
**Property Owner:** Whit Hanks  
**Request:** Conditional Use Permit extension to allow the continued use of a tent as a warehouse.  
**Staff Recommendation:** Approval for an additional six months with additional conditions stated below.  
**Planning & Zoning Recommendation:** Approval for an additional two years with additional comments stated below.



## Overview & History

The applicant is requesting the extension of an existing Conditional use Permit to allow the continued use of a warehouse located in a tent on the property. The tent was requested to allow temporary storage on the site while the applicant went through the development process for a permanent office/storage facility.

### Timeline:

- **July 2020** –City Council approved a Conditional Use Permit for the tent with an expiration of July 14, 2022.
- **December 2020** – The building permit was issued for the Tent.
- **July 2022** –City Council approved an extension of the original Conditional Use Permit for the tent with an Expiration of July 14, 2022.
- **August 15, 2022** – A site Development Permit application was submitted for the permanent Whim Corporate Headquarters.
- **April 4, 2023** – City Council approved a Conditional Use Permit for the Office/Warehouse use for the permanent Whim Corporate Headquarters
- **March 15, 2024** – The site Development Permit for the Whim Corporate Headquarters was approved.

Note that there is a detailed permit timeline attached to this report:

The next step in the development process for the permanent headquarters is the building permit process. The applicant stated that their team is designing the buildings but has yet to apply for the permits. The City’s Building Official stated that the building permit process can take as little as two to four weeks. This process may take longer depending on the quality of submittal and the responsiveness of the applicant and designer while addressing comments.

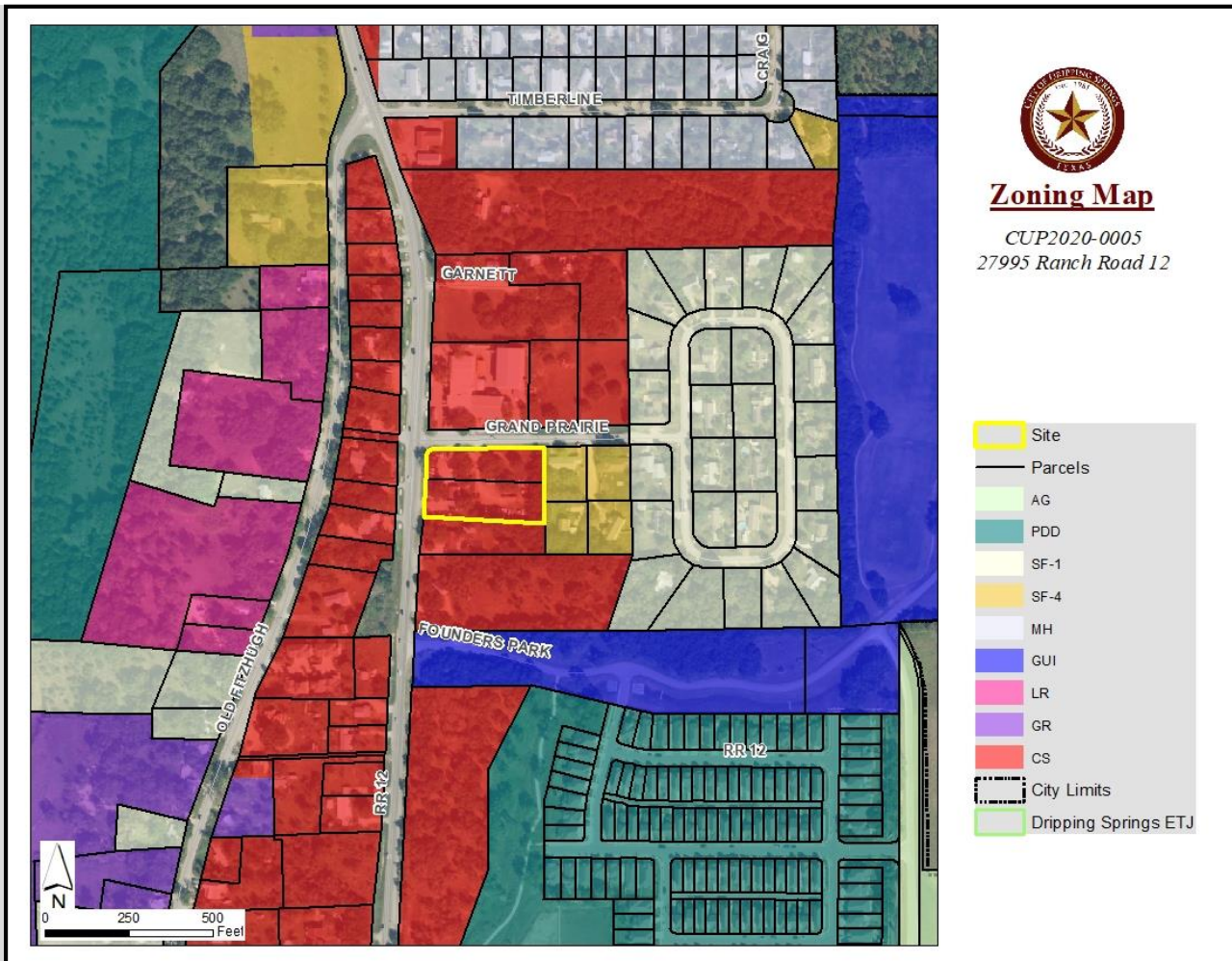
## Planning & Zoning Commission Recommendation

At their meeting on June 25, 2024 the Planning & Zoning Commission considered this item and made the following recommendation:

*Approval of the Conditional Use Permit extension with the following conditions:*

1. *The property shall adhere to all City codes.*
2. *The Conditional Use Permit shall expire on March 14, 2026.*
3. *The applicant shall submit a complete building permit application by March 1 2025. If this condition is not met, the permit shall expire on March 1, 2025.*
4. *If the tent on the site reaches a point where damages are visible, the tent shall be required to be replaced or repaired.*
5. *Delivery and pickups shall only be allowed between the hours of 7 a.m. and 7 p.m.*
6. *Delivery trucks shall limit traffic through the Grand Prairie subdivision.*





**Surrounding Properties**

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

Direction	Zoning District	Existing Use	Comprehensive Plan
North	Commercial Services (CS)	Whim Rental Warehouse	The property is located on the edge of a mixed-use activity center on the Future Land Use Map
East	Two-Family Residential (SF-4)	Residential structures	
South	Commercial Services (CS)	Commercial Structure that appears to be leased out to tenants	
West	Commercial Services (CS)	Under development for single-family	



**Determination of Extension (3.17.9(e)-Zoning Ordinance)**

Approval Criteria	Staff Comments
1. Reason for the request;	The applicant stated that the reason for the lapse was a result of longer than expected permitting process and partly related to the Covid-19 pandemic.
2. Ability of the property owner to comply with any conditions attached to the original approval;	Staff did not find any evidence that the conditions listed above were violated.
3. Extent to which development regulations would apply to the plan at that point in time;	No comments.
4. History of code compliance at the premises;	None noted.
5. Consistency of the CUP with the current comprehensive plan.	This request is consistent with the goal of the comprehensive plan to “support the expansion of business and professional services.”

**Additional Analysis**

The applicant is requesting an extension of the CUP to allow the use of the tent for an additional two years for design and permitting of the buildings.

With the issuance of the site development permit, the property owner can start construction of all horizontal improvements, including grading, parking, and detention features. Given the recent issuance of the site development permit and the relatively quick turnaround for building permit issuance, staff finds that an extension of six months is appropriate.

Staff recommends approval of the extension with the following conditions:

1. The property shall adhere to all City codes.
2. The Conditional Use Permit shall expire on December 14, 2024.
3. If the tent on the site reaches a point where damages are visible, the tent shall be required to be replaced or repaired.
4. Delivery and pickups shall only be allowed between the hours of 7 a.m. and 7 p.m.
5. Delivery trucks shall limit traffic through the Grand Prairie subdivision.

The Planning & Zoning Commission recommends approval of the extension with the following conditions:

1. The property shall adhere to all City codes.
2. The Conditional Use Permit shall expire on March 14, 2026.
3. The applicant shall submit a complete building permit application by March 1 2025. If this condition is not met, the permit shall expire on March 1, 2025.
4. If the tent on the site reaches a point where damages are visible, the tent shall be required to be replaced or repaired.
5. Delivery and pickups shall only be allowed between the hours of 7 a.m. and 7 p.m.
6. Delivery trucks shall limit traffic through the Grand Prairie subdivision.

**Public Notification**

All property owners within a 300-foot radius of the site were notified of the request and signs were placed on the site. Staff received one phone call from a nearby property owner in opposition of the request. The same owner spoke opposing the request at the Planning & Zoning Commission meeting.

## Attachments

- Attachment 1 – Conditional Use Permit Application
- Attachment 2 – Site Plan
- Attachment 3 – Previously Approved Conditional Use Permit
- Attachment 4 – Permit Timeline

Recommended Action:	Approval of the requested Conditional Use Permit, with the conditions listed above.
Alternatives/Options:	Denial of the Conditional Use Permit; recommend approval of the Conditional Use Permit with no, or alternate, conditions.
Budget/Financial Impact:	None calculated at this time.
Public Comments:	One phone call in opposition.

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. [REDACTED]**

**Conditional Use Permit**

**AN ORDINANCE APPROVING THE EXTENSION OF A CONDITIONAL USE PERMIT FOR THE USE OF OFFICE WAREHOUSE WITH A TEMPORARY STRUCTUE WITHIN THE COMMERCIAL SERVICES ZONING DISTRICT FOR A PERIOD NOT TO EXCEED THROUGH MARCH 1, 2026 FOR A PROPERTY LOCATED SOUTH OF GRAND PRAIRIE CIRCLE, AND EAST OF RANCH ROAD 12 (R28573 AND R18120), UNDER EXHIBIT A, ZONING ORDINANCE, SECTION 3.17, CONDITIONAL USE PERMIT AS ATTACHED IN EXHIBIT “A”; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; PUBLICATION; EFFECTIVE DATE; PROPER NOTICE & MEETING.**

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

**WHEREAS,** pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to regulate zoning within the City; and

**WHEREAS,** the City of Dripping Springs desires to approve a conditional use permit because of the unique nature of this property, and the land use is compatible with the permitted land uses in a given zoning district only under current conditions; and

**WHEREAS,** after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on July 2, 2024 to consider the proposed extension of the Conditional Use Permit and the Planning and Zoning Commission recommended approval of the proposed change with certain conditions; and

**WHEREAS,** after public hearing held by the City Council on July 16, 2024, the City Council voted to approve the recommendation of the Planning and Zoning Commission; and

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

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

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

**1. FINDINGS OF FACT**

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

**2. ENACTMENT**

The Conditional Use Permit is approved as presented in Exhibit “A” to this ordinance.

**3. REPEALER**

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

**4. SEVERABILITY**

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

**5. EFFECTIVE DATE**

This Ordinance and Conditional Use Permit shall be effective immediately upon passage and publication.

**6. PROPER NOTICE & MEETING**

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

**PASSED & APPROVED this, the \_\_\_ day of \_\_\_\_\_ 2024, by a vote of \_\_\_(ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

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

ATTEST:

\_\_\_\_\_  
Diana Boone, City Secretary



*Attachment "A"*



**City of Dripping Springs | Conditional Use Permit**

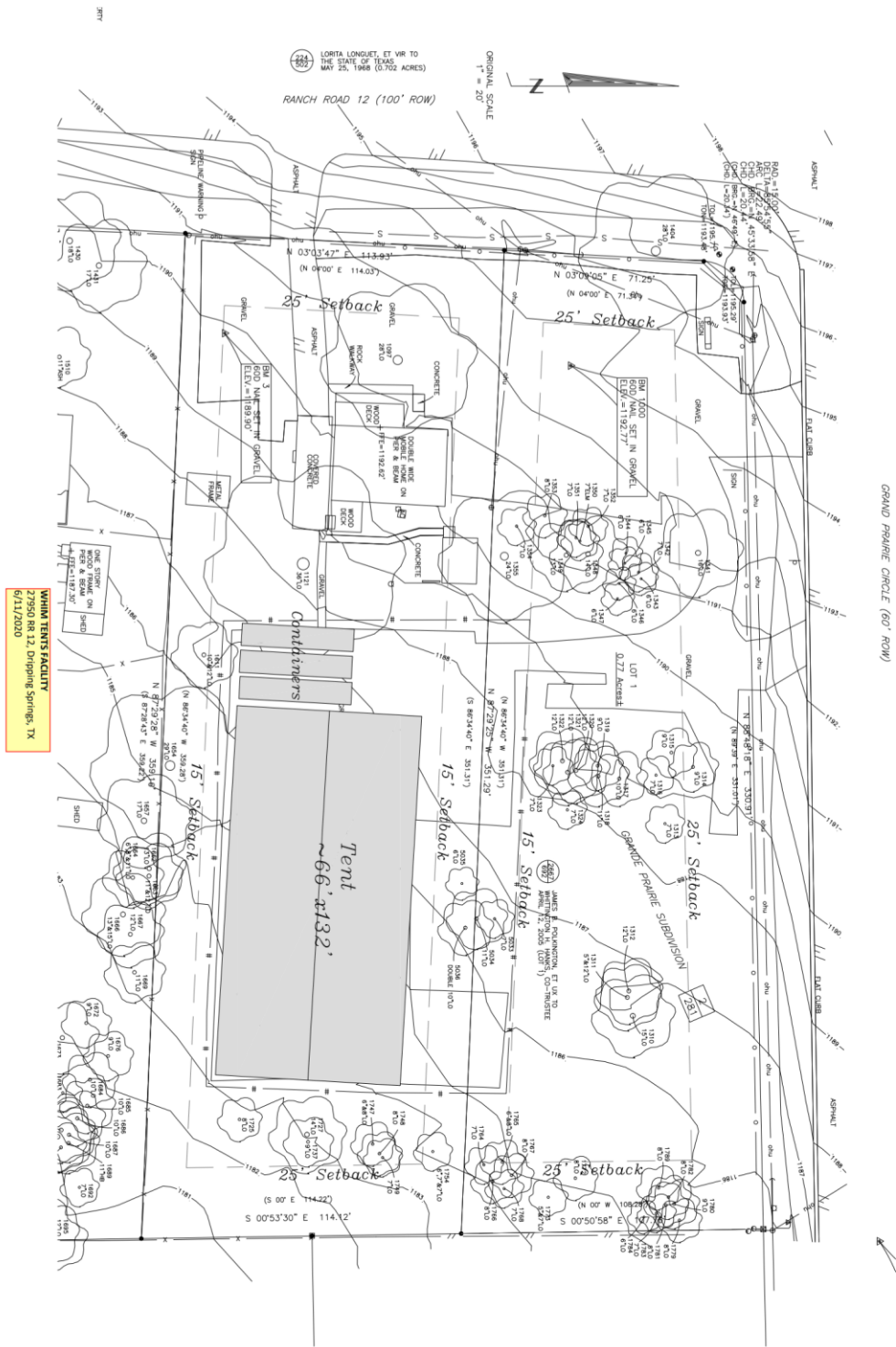
Granted to allow the land use of “office warehouse” with a temporary structure on a property that is currently zoned Commercial Services (CS) District located at:

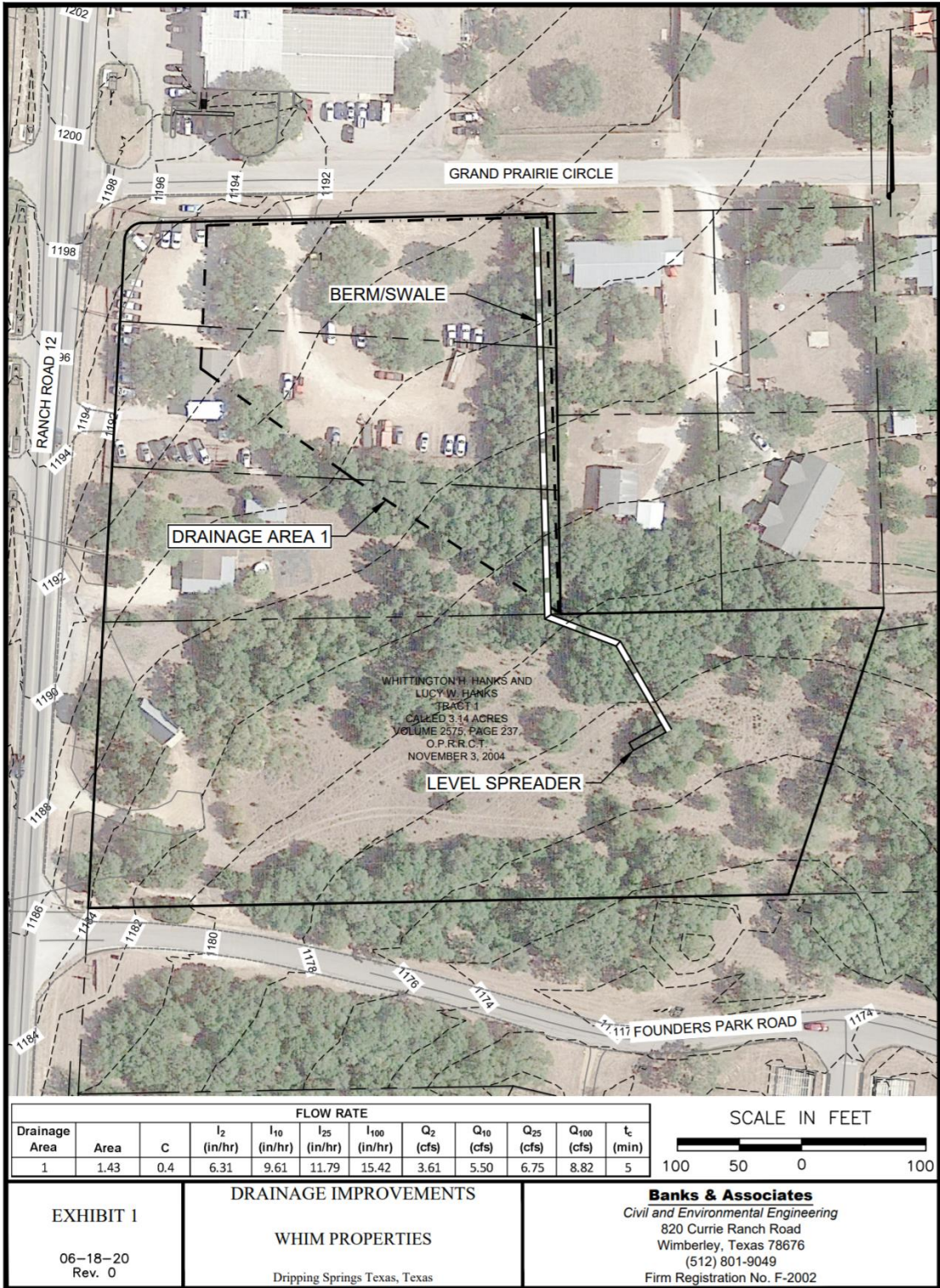
27950 Ranch Road 12, Dripping Springs, Texas, 78620  
Approved by the City of Dripping Springs City Council on \_\_\_\_\_

Operation of an office warehouse with temporary structure at the above-mentioned location is allowed pursuant to the following regulations:

1. The property shall adhere to all City codes.
2. The temporary structures are only allowed through March 14, 2026 and will expire without renewal after such time.
3. The applicant shall submit a complete building permit application for permanent structure(s) on the site by March 1, 2025. If this condition is not met, the permit shall expire on March 1, 2025.
4. Upon expiration of the Conditional Use Permit, all temporary structures shall be removed from the site.
5. If the property owner wishes to construct any permanent structures on the site that are not shown on the provided conceptual plan, they shall be required to reapply for a Conditional Use Permit.
6. If the tent on the site reaches a point where damages are visible, the tent shall be required to be replaced or repaired.
7. All existing structures on the property shall be removed.
8. The tent and storage containers (as shown and allowed by the conceptual plan) shall be properly screened from the right-of-way and are required to be setback at least 25' from the property line where adjacent to residential.
9. The applicant shall provide plans with the site development permit, which includes drainage improvements as shown on the attached exhibit.
10. Delivery and pickups shall only be allowed between the hours of 7 a.m. and 7 p.m.
11. Delivery trucks shall limit traffic through the Grand Prairie subdivision.

- 12. The property shall adhere to all Fire and Life Safety Codes found in the International Fire Code.









**DRIPPING SPRINGS**  
Texas

City of Dripping Springs

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

512.858.4725 • cityofdrippingsprings.com

**CONDITIONAL USE PERMIT APPLICATION**

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

NEW APPLICATION     EXTENSION OF A PREVIOUSLY APPROVED CUP

**CONTACT INFORMATION**

PROPERTY OWNER NAME Whit Hanks, Lucy Hanks Properties, LLC

STREET ADDRESS 2001 Highway 290 W, suite 113

CITY Dripping Springs STATE TX ZIP CODE 78620

PHONE (512) 627-8556 EMAIL whit@whithanks.com

APPLICANT NAME Erin Banks, PE

COMPANY Banks & Associates

STREET ADDRESS 820 Currie Ranch Road

CITY Wimberley STATE TX ZIP CODE 78620

PHONE (512) 801-9049 EMAIL erin@banksandassoc.com

PROPERTY INFORMATION	
PROPERTY OWNER NAME	Whit Hanks, Lucy Hanks Properties, LLC
PROPERTY ADDRESS	27950 RR 12
CURRENT LEGAL DESCRIPTION	Grand Prairie Lot 1A, & PA Smith Survey A0415, 3,14 acres & 0.93 acres
TAX ID#	R182635, R17945, R17946
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	CS
PROPOSED USE	Office/Warehouse
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	Extension of CUP for Tent.

**COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? \***

*(See attached agreement).*

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

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

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



**APPLICANT'S SIGNATURE**

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

(As recorded in the Hays County Property Deed Records, Vol. \_\_\_\_\_, Pg. \_\_\_\_\_.)

Whit H. Hawks  
Name

Treasurer Manager  
Title

STATE OF TEXAS §

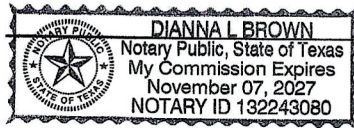
§

COUNTY OF HAYS §

This instrument was acknowledged before me on the 7<sup>th</sup> day of May, 2024 by Whit H. Hawks.

[Signature]  
Notary Public, State of Texas

My Commission Expires:



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

**CONDITIONAL USE PERMIT 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:

[Signature]  
Applicant Signature

5/7/24  
Date

**CHECKLIST**

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PDF/Digital Copies of all submitted Documents
<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"/>	Application Fee (refer to Fee Schedule)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (required if marked "Yes (Required)" on above Lighting Ordinance Section of application)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input type="checkbox"/>	Plans
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps/Site Plan/Plat
<input type="checkbox"/>	<input type="checkbox"/>	Architectural Elevation (if applicable) <u>N/A</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (attach extra sheets if necessary)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign (refer to Fee Schedule)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2022-24**

AN ORDINANCE APPROVING THE EXTENSION OF A CONDITIONAL USE PERMIT FOR THE USE OF OFFICE WAREHOUSE WITHIN THE COMMERCIAL SERVICES ZONING DISTRICT FOR A PERIOD NOT TO EXCEED TWO YEARS FOR A PROPERTY LOCATED SOUTH OF GRAND PRAIRIE CIRCLE, AND EAST OF RANCH ROAD 12 (R28573 AND R18120), UNDER EXHIBIT A, ZONING ORDINANCE, SECTION 3.17, CONDITIONAL USE PERMIT AS ATTACHED IN EXHIBIT "A"; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; PUBLICATION; EFFECTIVE DATE; PROPER NOTICE & MEETING.

**WHEREAS**, the City Council of the City of Dripping Springs ("City Council") seeks to promote reasonable, sound, and efficient land use and development within the City of Dripping Springs ("City"); and

**WHEREAS**, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to regulate zoning within the City; and

**WHEREAS**, the City of Dripping Springs desires to approve a conditional use permit because of the unique nature of this property, and the land use is compatible with the permitted land uses in a given zoning district only under current conditions; 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 of Dripping Springs to adopt this Ordinance.

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

**1. FINDINGS OF FACT**

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

**2. ENACTMENT**

The Conditional Use Permit is approved as presented in Exhibit "A" to this ordinance.

**3. REPEALER**

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

**4. SEVERABILITY**

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

**5. EFFECTIVE DATE**

This Ordinance and Conditional Use Permit shall be effective immediately upon passage and publication.

**6. PROPER NOTICE & MEETING**

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

**PASSED & APPROVED** this, the 5<sup>th</sup> day of July 2022, by a vote of 4 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS:**



Bill Foulds, Jr., Mayor

**ATTEST:**



Andrea Cunningham, City Secretary



*Attachment "A"***City of Dripping Springs | Conditional Use Permit**

Granted to allow the land use of "office warehouse" on a property that is currently zoned Commercial Services (CS) District located at:

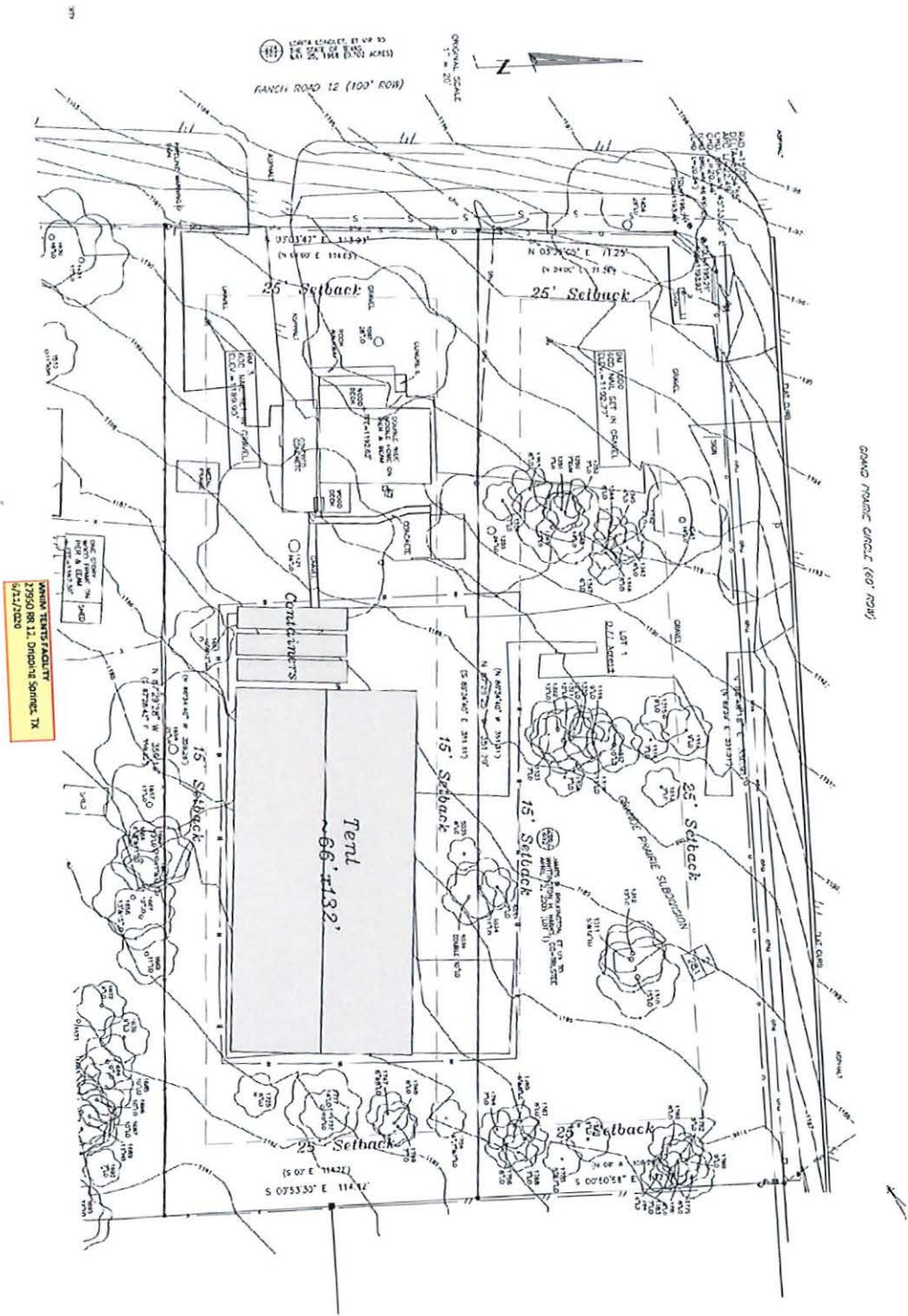
27950 Ranch Road 12, Dripping Springs, Texas, 78620

Approved by the City of Dripping Springs City Council on July 5, 2022

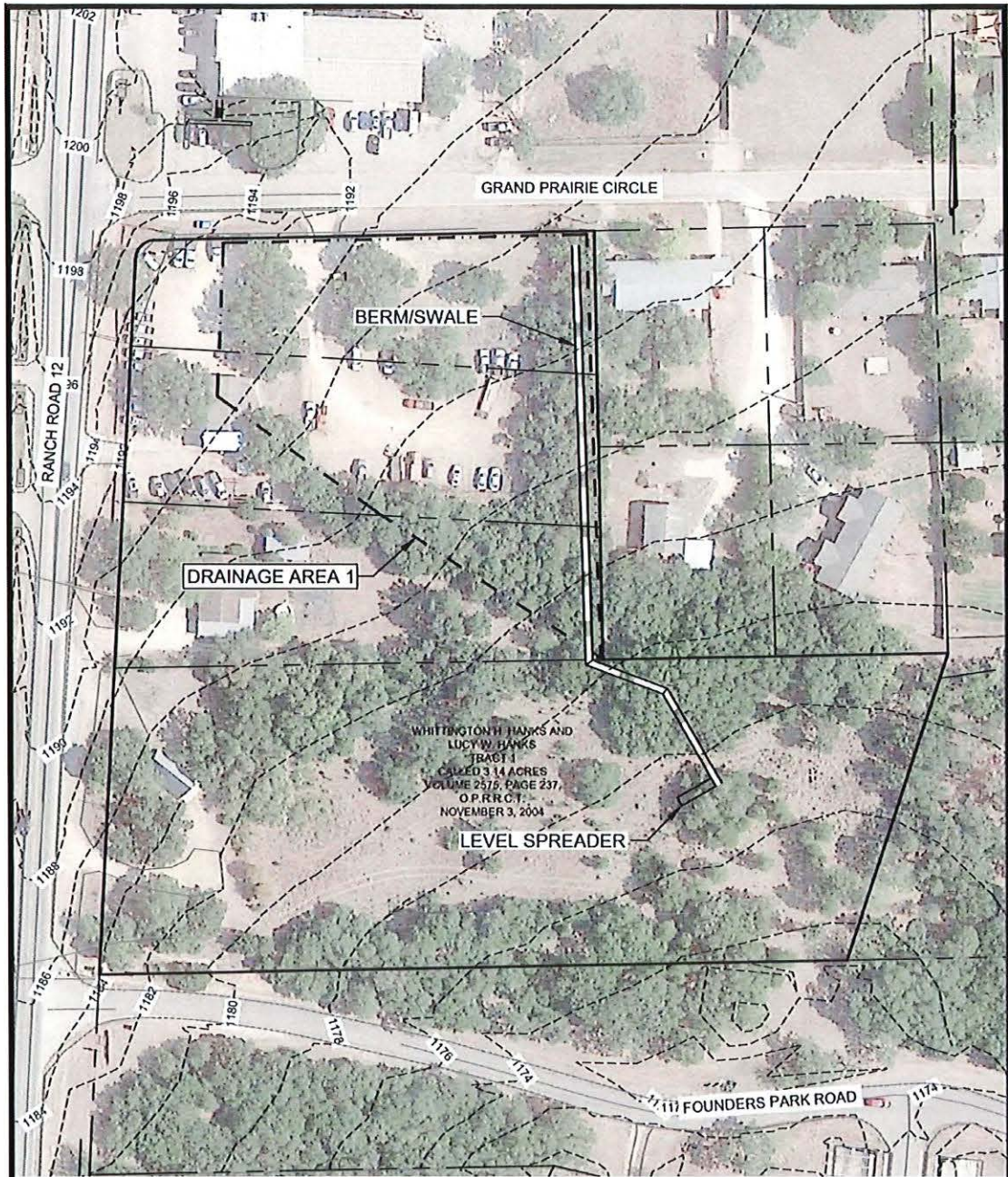
Operation of an office warehouse at the above-mentioned location is allowed pursuant to the following regulations:

1. The property shall adhere to all City codes.
2. The Conditional Use Permit shall expire on July 14, 2024
3. The applicant shall submit a complete site development application by September 30, 2022
4. If condition #3 is not met, the Conditional Use Permit shall expire on July 14, 2023.
5. Upon expiration of the Conditional Use Permit, all temporary structures shall be removed from the site.
6. If the tent on the site reaches a point where damages are visible, the tent shall be required to be replaced or repaired.
7. The tent and storage containers (as shown and allowed by the conceptual plan) shall be properly screened from the right-of-way and are required to be setback at least 25' from the property line where adjacent to residential.
8. Delivery and pickups shall only be allowed between the hours of 7 a.m. and 7 p.m.
9. Delivery trucks shall limit traffic through the Grand Prairie subdivision.
10. All outdoor storage must be removed from the property by August 5, 2022. The property shall adhere to all Fire and Life Safety Codes found in the International Fire Code.



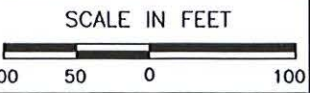






WHITTINGTON H. HANKS AND  
LUCY W. HANKS  
TRACT 1  
CALLED 3.14 ACRES  
VOLUME 2376, PAGE 237  
O.P.R.C. #  
NOVEMBER 3, 2004

Drainage Area	Area	C	FLOW RATE								
			I <sub>2</sub> (in/hr)	I <sub>10</sub> (in/hr)	I <sub>25</sub> (in/hr)	I <sub>100</sub> (in/hr)	Q <sub>2</sub> (cfs)	Q <sub>10</sub> (cfs)	Q <sub>25</sub> (cfs)	Q <sub>100</sub> (cfs)	t <sub>c</sub> (min)
1	1.43	0.4	6.31	9.61	11.79	15.42	3.61	5.50	6.75	8.82	5



<p><b>EXHIBIT I</b></p> <p>06-18-20 Rev. 0</p>	<p><b>DRAINAGE IMPROVEMENTS</b></p>	<p><b>Banks &amp; Associates</b> Civil and Environmental Engineering 820 Currie Ranch Road Wimberley, Texas 78676 (512) 801-9049 Firm Registration No. F-2002</p>
	<p>WHIM PROPERTIES</p> <p>Dripping Springs Texas, Texas</p>	

2022-24

Item 8.

**San Marcos Publishing, LP**  
**Wimberley View • Century News**  
 P.O. Box 49, Wimberley, Texas 78676  
**(512) 847-2202**

State of Texas  
 County of Hays

Before me, the undersigned authority, on this day personally appeared Dalton Sweat, who being by me here and now duly sworn, upon oath says:

My name is Dalton Sweat, and I am the General Manager, of the The Wimberley View & The Dripping Springs Century News, a newspaper of general circulation in Hays County, Texas, and a newspaper which has been regularly and continuously published in Wimberley, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of 1 week on the following dates:

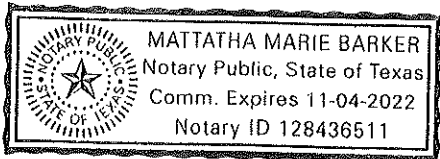
- July 14, 2022
- 2022
- 2022
- 2022

The said General Manager, Dalton Sweat further states that the rate charged for this publication is the lowest rate charged to commercial advertisers for the same class as advertising for a like amount of space.

*Dalton Sweat*  
 \_\_\_\_\_  
 Signature of Affiant

Subscribed and Sworn to me, by the said General Manager Dalton Sweat this 13<sup>th</sup> day of July, 2022 to certify which witness my hand and seal of office.

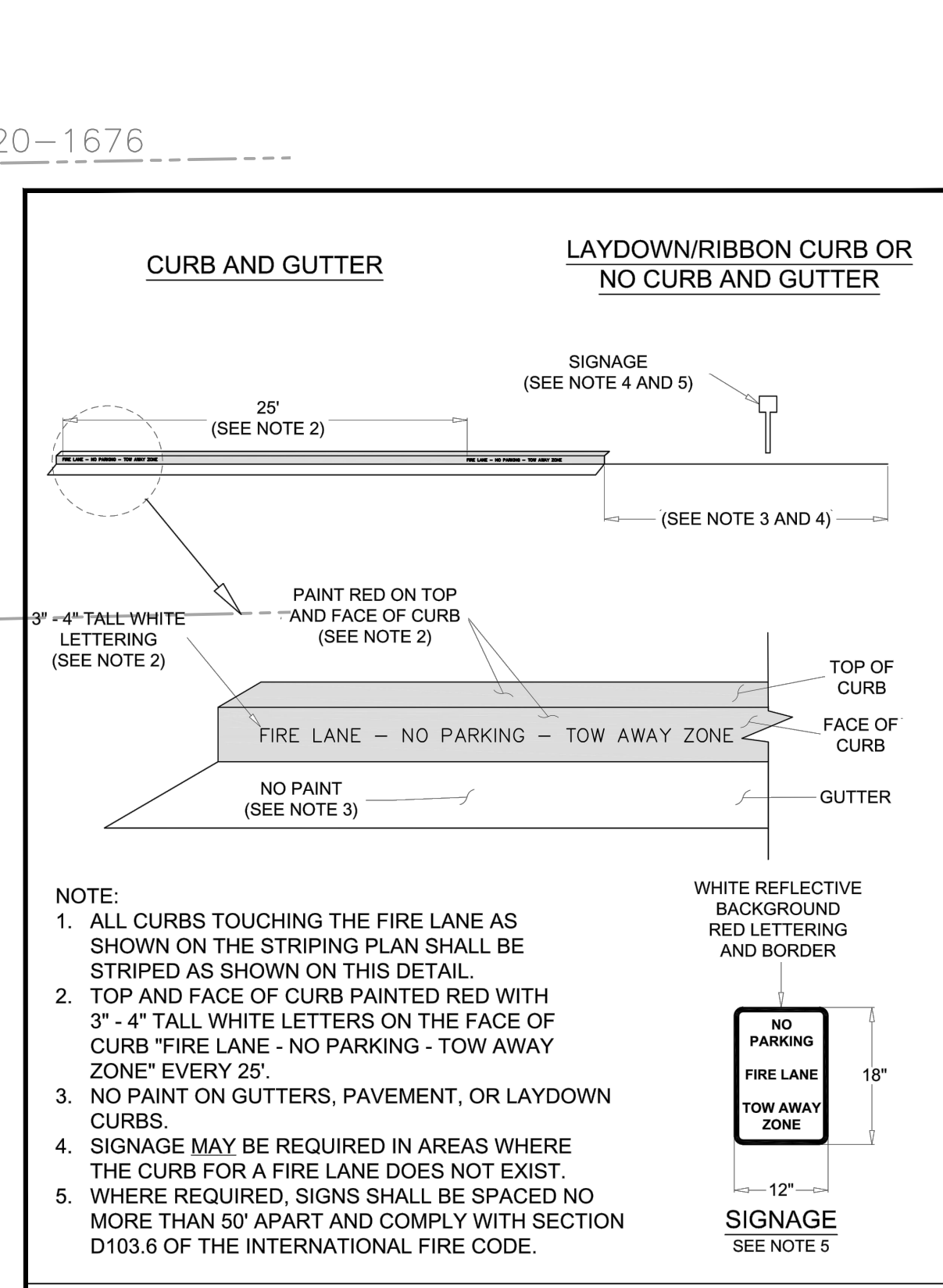
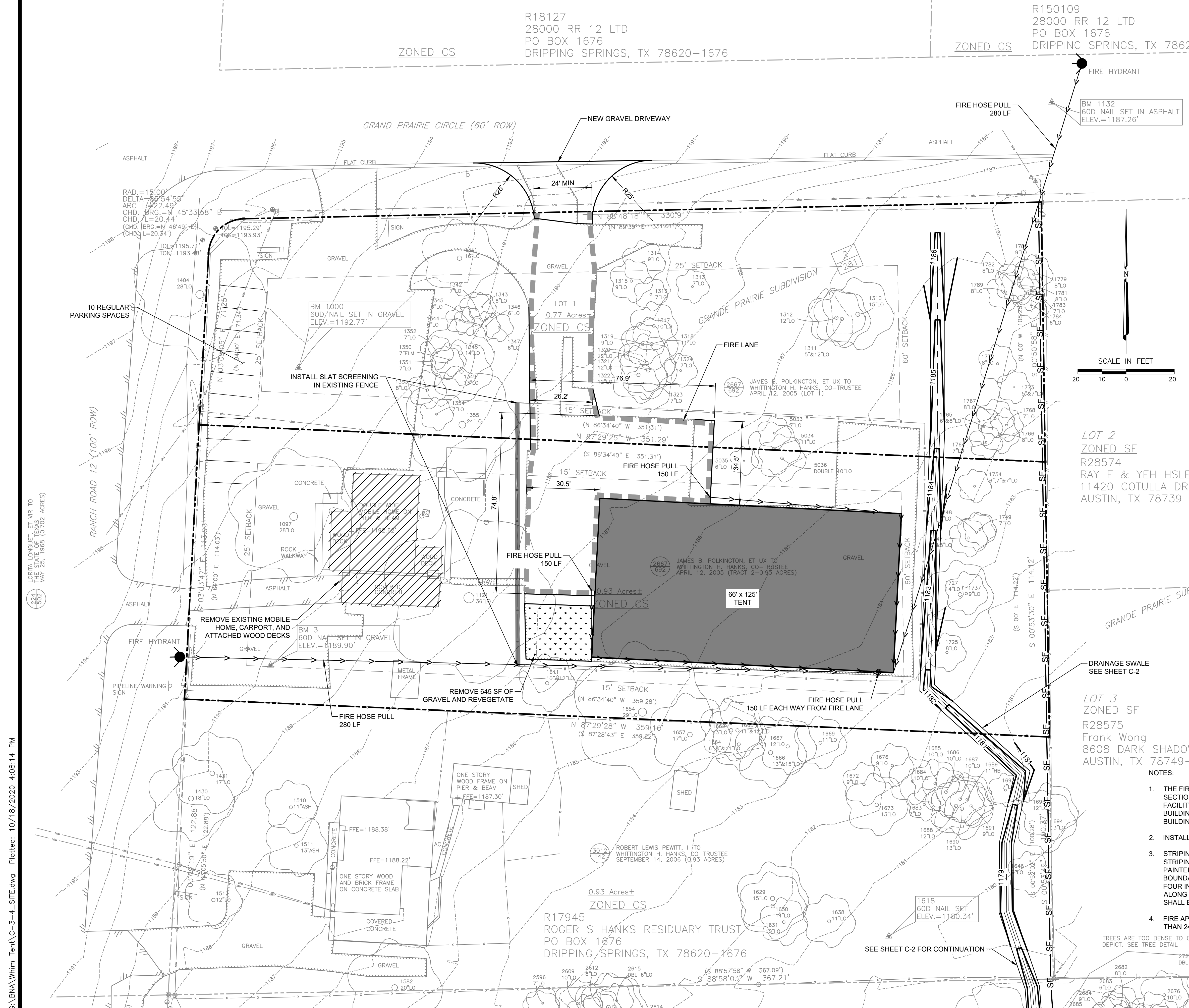
*Mattatha Marie Barker*  
 \_\_\_\_\_  
 NOTARY PUBLIC in and for Hays County, Texas



**City of Dripping Springs  
Public Notice of Ordinance 2022-24  
CUP2022-0003 WHIM Tent**

AN ORDINANCE APPROVING THE EXTENSION OF A CONDITIONAL USE PERMIT FOR THE USE OF OFFICE WAREHOUSE WITHIN THE COMMERCIAL SERVICES ZONING DISTRICT FOR A PERIOD NOT TO EXCEED TWO YEARS FOR A PROPERTY LOCATED SOUTH OF GRAND PRAIRIE CIRCLE, AND EAST OF RANCH ROAD 12 (R28573 AND R18120), UNDER EXHIBIT A, ZONING ORDINANCE, SECTION 3.17, CONDITIONAL USE PERMIT AS ATTACHED IN EXHIBIT "A"; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; PUBLICATION; EFFECTIVE DATE; PROPER NOTICE & MEETING.





**FIRE LANE MARKING**  
 Hays County  
 Fire Marshal's Office

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

900-FLM-HC  
 Ver 2001  
 N.T.S. STANDARD DETAIL

IMPERVIOUS COVER		
TOTAL SITE		
SITE	73,984 SF	1.70 AC
EXISTING CONDITIONS		
BUILDINGS/STRUCTURES	1,976 SF	2.67%
PAVEMENT	686 SF	0.93%
GRAVEL	30,190 SF	40.81%
CONCRETE	303 SF	0.41%
WOOD DECKING	338 SF	0.46%
TOTAL	33,493	45.27%
PROPOSED CONDITIONS		
BUILDINGS/STRUCTURES	8,626 SF	11.66%
PAVING	686 SF	0.93%
GRAVEL	22,002 SF	29.74%
CONCRETE	808 SF	1.09%
WOOD DECKING	- SF	0.00%
TOTAL	32,122	43.42%

**PARKING:**  
 1 PERSON PER 1,000 SF 10 SPACES REQUIRED

SQUARE FOOTAGE/USE	REQUIRED	PROVIDED
9,586 SF WAREHOUSE/STORAGE	10	10

- NOTES:**
- THE FIRE APPARATUS ACCESS ROAD SHALL COMPLY WITH THE REQUIREMENTS OF THIS SECTION AND SHALL EXTEND TO WITHIN 150 FEET (45 720 MM) OF ALL PORTIONS OF THE FACILITY AND ALL PORTIONS OF THE EXTERIOR WALLS OF THE FIRST STORY OF THE BUILDING AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY.
  - INSTALL A KNOX BOX AT ALL LOCKED GATES
  - STRIPING DESIGNATION: STRIPING — FIRE APPARATUS ACCESS ROADS SHALL BE CONTINUOUSLY MARKED BY PAINTED LINES OF RED TRAFFIC PAINT SIX INCHES (6") IN WIDTH TO SHOW THE BOUNDARIES OF THE LANE. THE WORDS "FIRE LANE - NO PARKING" SHALL APPEAR IN FOUR INCH (4") WHITE LETTERS AT 25 FEET INTERVALS ON THE RED BORDER MARKINGS ALONG BOTH SIDES OF THE FIRE LANES. WHERE A CURB IS AVAILABLE, THE STRIPING SHALL BE ON THE VERTICAL FACE OF THE CURB.
  - FIRE APPARATUS ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED WIDTH OF NOT LESS THAN 24 FEET.

Item 8

10/19/2020

BY: \_\_\_\_\_

REVISIONS:

NO.	DATE	DESCRIPTION

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

**FOR REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION**

**SITE IMPROVEMENTS PLAN**  
**SITE IMPROVEMENTS**  
**WHIM TENT FACILITY**  
 Dripping Springs, Texas

Sheet No. **C-5**  
 10/19/2020  
 Rev. 0



- **July 2020** –City Council approved a Conditional Use Permit for the tent with an expiration of July 14, 2022.
- **December 2020** – The building permit was issued for the Tent.
- **July 2022** –City Council approved an extension of the original Conditional Use Permit for the tent with an Expiration of July 14, 2024.
- **Timeline specific to permanent WHIM Headquarters. CUP action is noted in GREEN.**
  - **August 15, 2022** – A site Development Permit application was submitted for the permanent Whim Corporate Headquarters.
  - **August 29, 2022** – Staff sent a denial of filing for missing documentation related to the TXDOT driveway and trip generation report.
  - **September 27, 2022** – The applicant reapplied for the site development permit.
  - **October 11, 2022** – Staff sent a notice of filing.
  - **November 9, 2022** – Staff sent first round of comments for the site development permit. This included a comment informing the applicant of the requirement for a CUP for an office/warehouse use.
  - **January 12, 2023** – At the owner’s request, staff met with the applicant to discuss the first round of comments.
  - **February 12, 2023** – The applicant applied for a Conditional Use Permit for the use of office/warehouse on the property.
  - **February 27, 2023** – Staff sent a notice of filing for the Conditional Use Permit
  - **March 28, 2023** – P&Z recommended approval of the Conditional Use Permit for the permanent facility.
  - **April 4, 2023** – City Council approved a Conditional Use Permit for the Office/Warehouse use for the permanent Whim Corporate Headquarters
  - **April 12, 2023** – The applicant resubmitted for the site development permit.
  - **April 24, 2023** - Staff sent a notice of filing.
  - **May 9, 2023** – Staff sent the second round of comments for the site development permit.
  - **July 18, 2023** - At the owner’s request, staff met with the applicant to discuss the second round of comments.
  - **August 30, 2023** – The applicant resubmitted for the site development permit.
  - **September 11, 2023** – Staff sent a notice of filing.
  - **September 26, 2023** – Staff sent the third round of comments for the site development permit.
  - **November 20, 2023** - The applicant resubmitted for the site development permit.
  - **November 30, 2023** - At the owner’s request, staff met with the applicant to discuss the third round of comments.
  - **December 4, 2023** – Staff sent a notice of filing.
  - **December 19, 2023** – Staff sent an approval with conditions letter which included the following conditions:
    1. Provide recorded separate instrument PUE docs and show document # on the plans.
    2. Provide details for the concrete culvert shown under the exiting SUP.
  - **February 27, 2024** - The applicant resubmitted for the site development permit.
  - **March 6, 2024** – Staff sent a notice of filing.
  - **March 15, 2024** – Staff send the final approval letter for the site development permit.
  - **May 7, 2024** – Staff received the signed cover sheet, which included an approval from DSWSC. This signed cover sheet is the final form of approval and allows a developer to schedule a preconstruction meeting and begin construction on all horizontal improvements.



**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:** 07/16/24

**Agenda Item Wording:** **Update on Dripping Springs Mountain Bike Club Use Agreement and Settlement Agreement.** *Emily Nelson, Dripping Springs Ranch Park Manager.*

**Agenda Item Requestor:** Council Member Travis Crow

**Summary/Background:** Below is the Communication Timeline between Emily Nelson and Lindsey Thomas.

Dripping Springs Mountain Biking Team Timeline

- 5/28: Email from Emily requesting a meeting.
- 5/29: Email from Lindsey saying she would speak with the DSMBT Board.
- 6/17: Email from Lindsey requesting a meeting be the week of August 5th because Board is traveling and have summer plans.
- 6/19: Email from Lindsey pushing to the week of August 12th.
- 6/20: Email from Emily to Lindsey discussing the delicate timing and the possibility of delaying the season due to pushing out so far. And requesting insurance policy. Emily suggested that the entire Board didn't need to be in attendance.
- 6/21: Email from Lindsey saying that is fine and that they are more comfortable waiting for the full Board.
- 6/21: Email from Emily still requesting insurance.
- 6/22: Email from Lindsey stating they don't name CoDS on their policy.
- 6/24: Email from Emily requesting a copy of their insurance anyway.

No words since.

**Commission  
 Recommendations:**

**Recommended  
Council Actions:**

**Attachments:**

**Next Steps/Schedule:** Communicate any feedback from City Council to Dripping Springs Mountain Biking Team.

In Administrative Completeness	Filing Date
ADMIN2024-040 UG Storage	17-Jul
SD2023-0016 Ledgestone Daycare	17-Jul
SUB2023-0051 Gateway Village Phase 1 Construction Plans	17-Jul
SUB2023-0016 Matzig Replat	24-Jul

ADMINISTRATIVE APPROVAL PROJECTS				
Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2021-0005 Dripping Springs WWTP Expansion	CL	23127 FM 150 W	Expansion of the Wastewater treatment plant	HOLD
SD2021-0021 RR 12 Commercial Kitchen	CL	28707 RR 12	Commercial kitchen that will support a catering business, no on-site dining is proposed	Approved w/ Conditions
SD2021-0013 Dreamland	ETJ			Waiting for Resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting for Resubmittal
SD2021-0033 Bell Springs Business Park, Sec 1&2 Rev	ETJ	4955 Bell Springs	A revision for minor adjustments on site layouts, rainwater, and overall drainage & water quality	Waiting for Resubmittal
SD2022-0001 Julep Commercial Park	ETJ	Northeast corner of W US 290 and Trautwein Rd	11.27 acre site of mixed-use commercial buildings with supporting driveways, water quality and detention pond, rainwater harvesting, and other utilities	Waiting for Resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting for Resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting for Resubmittal
SD2022-0011 Skybridge Academy	CL	519 Old Fitzhugh Road	Remodel/repurpose of existing historic structures, add new construction to tie together the house and garage with additional parking and revised driveway	Approved w/ Conditions
SD2022-0014 Bell Springs Site Plan (Travis Flake)	ETJ	5307 Bell Springs Rd	Office and Warehouse with drives, parking, waterline connection, and pond	Approved w/ Conditions
SD2022-0018 Office 49	ETJ	241 Frog Pond Lane	The construction of eleven office buildings of varying sizes along with the related paving, grading, drainage, and utility improvements.	Waiting for Resubmittal
SD2022-0019 Double L Ranch, Phase 1	ETJ	RR 12	Construction of water, wastewater, drainage and paving improvements for 244 single family lots.	Waiting for Resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Waiting for Resubmittal
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	Approved w/ Conditions
SD2023-0004 Austin Ridge Bible Church Revision	ETJ	31330 Ranch Road 12	Removal of the existing old house, the addition of 3 portable buildings and pavilion; additional parking.	Waiting for Resubmittal
SD2023-0007 Phase 4A Drip Irrigation System Improvements	ETJ	2581 E Hwy 290	The project is Phase 4A of the drip disposal fields and consists of 14.76 acres of drip irrigation fields only.	Approved w/ Conditions
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of tow additional duplexes w/ accompanying site improvements	Waiting for Resubmittal
SD2023-0009 Paloma	CL	235 Sports Park Rd	Adding improvements to the site	Waiting for Resubmittal
SD2023-0010 Creek Road Horse Farms	CL/ETJ	1225 Creek Rd	Horse training facility with covered riding arena, barn, storage building and open-air riding.	Waiting for Resubmittal
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Waiting for Resubmittal
SD2023-0012 Ariza 290 West	ETJ	13900 W US Highway 290	Multifamily residential.	Waiting for Resubmittal
SD2023-0013 10 Federal	ETJ	3975 US 290	Enclosed storage facility	Approved w/ Conditions
SD2023-0014 BR Dripping Springs	CL	27010 RR 12	3 commercial buildings with parking, stormwater and water quality.	Waiting for Resubmittal
SD2023-0016 Ledgestone Daycare	ETJ	12400 US Hwy 290	Daycare building with parking and drives in Ledgestone Commercial Development	Approved w/ Conditions
SD2023-0017 OroBianco Mobile Food Unit - Driveways	CL	27713 RR 12	Driveway for gelato food truck.	Waiting for Resubmittal
SD2023-0018 Sunset Canyon Storage Facility	ETJ	950 S. Sunset Canyon Drive	Proposed storage facility with associated parking and drive.	Waiting for Resubmittal
SD2023-0019 3980 US 290 Warehouse	ETJ	3980 US 290	Construction of 4 - 5k sq ft Warehouse/office buildings	Waiting for Resubmittal
SD2023-0020 Graveyard Cellars	ETJ	24101 RR 12	2800 sq ft building and parking	Approved w/ Conditions
SD2024-001 Roxie's at Dripping Springs	CL	299 W. Mercer Street	Renovating and expanding site	Waiting for Resubmittal
SD2024-002 QuickTrip #4133	CL	HWY 290 and Sawyer Ranch Rd	Convenience store with fuel sales	Waiting for Resubmittal
SD2024-003 Julep Commercial Park West	ETJ	14131 Trautwein Rd	2.95 acres site of mixed use commercial buildings with driveway, water quality and detention pond.	Waiting for Resubmittal
SD2024-004 Glass Business Park, Phase 2	ETJ	2560 W Hwy 290	Construction of 6 additional warehouse buildings with associated site improvements	Waiting for Resubmittal
SD2024-005 Dripping Springs ES #6	ETJ	Mira Vista	55,000 sq ft new elementary school in Headwaters	Under Review
SD2024-007 New Growth at Roger Hanks	CL	US 290 at Roger Hanks Pkwy	Mix land use and 240 residential units with parkland and roadway connections.	Waiting for Resubmittal
SD2024-008 AutoZone 5807 Dripping Springs	CL	US Hwy 290	Retail parts store.	Waiting for Resubmittal
SD2024-010 Austin Ridge Bible Church	ETJ	3100 E Hwy 290	Church campus, with worship center, driveways, parking, detention, and park area.	Waiting for Resubmittal
SD2024-011 Patriot Erectors CZP	ETJ	3023 West Hwy 290	Detention pond.	Waiting for Resubmittal
SD2024-012 5285 Bell Springs Rd	ETJ	5285 Bell Springs Rd	Private religious educational facility and associated improvements.	Waiting for Resubmittal
SD2024-013 Cowboy Church of the Hill Country	ETJ	207 Darden Hill Road	Construction of a church building and accompanying site improvements.	Under Review
SD2024-014 Pear Tree Commercial	ETJ	27322 RR 12	Existing commercial space. Pave the parking area and provide water quality treatment of that area.	Under Review
SD2024-015 JWLP Parking Addition	CL	249 Sportplex Dr	Parking lot adjacent to existing commercial site.	Under Review



<i>Ongoing Projects</i>	
Comprehensive Plan	CPAC Meeting in July Public Meeting in July/August
Cannon Mixed-Use	Awaiting Resubmittal
PDD2023-0001 Madelynn Estates	Dormant
PDD2023-0002 Southern Land	Under Review
PDD2023-0003 ATX RR12 Apartments	Under Review

Subdivision Project Name	City Limits / ETJ	Location	Description	Status
SUB2021-0065 Heritage Phase 2 Final Plat	CL	Sportsplex Drive (Heritage Development)	162 Lots on 69.999 acres, 160 of which are residential with an average lot size of 0.143 acres	Approved
SUB2022-0009 Driftwood Subdivision Phase 3 Preliminary Plat	ETJ	17901 FM 1826	Preliminary Plat for 14 lots: 12 Residential, 1 Commercial, 1 Industrial	Approved with conditions
SUB2021-0011 Double L Phase 1 Prelim Plat	ETJ	1.5 miles N of US 290 & RR 12	PP for 243 residential units and 1 amenity center	Approval with Conditions
SUB2022-0033 The Ranch at Caliterra	ETJ	Premier Park Loop	Preliminary plat of the Carter tract with 243 lots	Approved with conditions
SUB2022-0036 Driftwood Creek FM 150 12 Treated Effluent and 10 Raw Wastewater Forcemains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater forcemains to connect with Dripping Springs WWTP	Approved with conditions
SUB2022-0042 Silver Creek Subdivision	ETJ	Silver Creek Rd	70-acre tract to be developed into a 28 single family lots with access, paving, on-site sewage, water supply well, and an undisturbed open space	Approved
SUB2022-0043 Howard Ranch Sec 4 Lots 62 & 63 AP	ETJ	590 Cypress Creek Dr	An amending plat to remove a site parking area from the single family lot. This request is by the property owner.	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	Approval with Conditions
SUB2022-0048 Wild Ridge Phase 1 CP	CL	E US 290	Construction plans for phase 1 of Wild Ridge	Waiting for Resubmittal
SUB2022-0049 Serenity Hills	ETJ	1111 Hays Country Acres Rd	50 Lot subdivision in Dripping Springs ETJ	Approval with conditions
SUB2023-0001 Village Grove Phase 2B CP	CL	Sports Park Rd	Residential townhome infrastructure improvements. Construction of 16 Townhome lots and roadways.	Waiting for Resubmittal
SUB2023-0003 The Ranch at Caliterra CP	ETJ	Soaring Hill Rd at HC Carter Way	Construction Plans for the Carter tract.	Waiting for Resubmittal
SUB2023-0006 Wild Ridge Phase 1 FP	CL	E US 290	Approximately 62.1 acres to include 136 residential lots, roadways, and a commercial lot	Under Review
SUB2023-0008 Silver Creek Subdivision Construction Plans	ETJ	Silver Creek Rd	29 Single family residential lots with access, paving, OSSF, water supply well, and open space	Approval with conditions
SUB2023-0016 520 Matzig Replat	ETJ	520 Matzig Cove	Modify drainage easement.	Approval with conditions
SUB2023-0018 Cannon Ranch Phase 2 Final Plat	CL	Rushmore Drive at Lone Peak Way	Subdivide into 100 lots.	Approval with conditions
SUB2023-0021 Driftwood Golf and Ranch Club Phase Four Subdivision CP	ETJ	Driftwood Ranch Drive	Paving, drainage, water, wastewater subdivision constructions plans.	Approved with conditions
SUB2023-0028 Arrowhead Commercial Final Plat	CL	US Hwy 290 W	Subdividing 6.6 acres as 1 lot.	Waiting for Resubmittal
SUB2023-0034 Lunaroya Subdivision Final Plat	ETJ	Silver Creek Rd	28 single family large residential lots with on site sewage for each lot	Waiting for Resubmittal
SUB2023-0035 Parten Ranch Phase 6 & 7 Final Plat	ETJ	600 Two Creeks Lane	122 single family lots and 4 drainage/open space lots	Approval with Conditions
SUB2023-0036 Caliterra Phase 5 Section 13 Final Plat	ETJ	Carentan Cove at Kelsey Lane	11 single family lots	Approval with conditions
SUB2023-0037 Amending Plat of Final Subdivision Plat of Roger Hanks Park	CL	US 290 at Roger Hanks Pkwy	Redesign to include north bound turn lane on Roger Hanks Pkwy, Improvements to Hamilton Crossing and Lake Lucy Loop	Waiting for Resubmittal
SUB2023-0038 The Ranch at Caliterra Final Plat	ETJ	HC Carter Way	234 single family lots on 200.024 acres	Approval with Conditions
SUB2023-0039 Wild Ridge Phase 2 Construction Plans	CL	Shadow Ridge Parkway	142 single family lots, minor arterial and local roadways, 2 water quality ponds, utilities, lift station, parkland and open space	Waiting for Resubmittal
SUB2023-0042 Hardy Construction Plans	CL	2901 West US 290	78.021 acres subdivided into 73 single family lots	Approval with Conditions
SUB2023-0046 Heritage Phase 3 Construction Plans	CL	Sportsplex Drive	164 single family lots	Approved
SUB2023-0047 Heritage Amenity Center	CL	Roger Hanks Parkway	1 lot on 5.57 acres	Approved
SUB2023-0048 Driftwood Falls Estates Subdivision	ETJ	609 S Creekwood Dr	Replat two lots in one.	Approval with Conditions
SUB2023-0049 Amended Plat of the Breed Hill Replat Subdivision	ETJ	3100 W US 290	Combining 3 lots into 1.	Approved with conditions
SUB2023-0050 Sanctuary Subdivision CP	ETJ	1111 Hays Country Acres Rd	48 residential lots ranging from 1.6 acres to 2	Waiting for Resubmittal
SUB2023-0051 Gateway Village Phase 1 CP	CL	HWY 290	144 Single family lots.	Waiting for Resubmittal
SUB2024-002 Dripping Springs Community Library	CL	225 Benney Lane	Combining 4 tracts into 2.	Approved
SUB2024-003 AutoZone TX5807	CL	US 290	Replat of Sawyer Ranch 33 Lot 3-A-1	Approved
SUB2024-004 Driftwood Subdivision, Phase Four, Block A, Lots 8 and 9 Amending Plat	ETJ	2236-2266 Thurman Roberts Way	Combine lots 8 and 9, Block A in one lot, 8-A	Waiting for Resubmittal
SUB2024-005 Roger Hanks Construction Plans	CL	US 290 at Roger Hanks Pkwy	Public improvements from southern boundary to intersection with 290.	Waiting for Resubmittal
SUB2024-006 Sanctuary Dripping Springs	ETJ	1111 Hays Country Acres Rd	57 lots subdivision	Waiting for Resubmittal
SUB2024-007 Plat Amendment - Esperanza Subdivision Phase Two, Block 4, Lot 22	CL	613 Yellow Bell Run	Amending single family lot	Approved with conditions
SUB2024-008 Skylight Hills Final Plat	ETJ	13001 and 13111 High Sierra	Subdivide into 5 lots.	Waiting for Resubmittal
SUB2024-009 Blue Creek Subdivision, Lots 16 & 17 Am	ETJ	500 Blue Creek Drive	Transferring 3.65 acres	Under Review
SUB2024-010 Maddox Ranch	ETJ	500 Shelton Ranch Rd	2 lot minor plat.	Waiting for Resubmittal
SUB2024-011 Driftwood Golf and Ranch Club, Phase One, Block A, Lots 14, 15, and 16 Amending Plat	ETJ	Club Ranch Court	Combine three lots into two.	Waiting for Resubmittal
SUB2024-012 St. Martin's Subdivision, Lots 1 & 2 Amending Plat	CL/ETJ	230 Post Oak Drive	Combine two existing lots into one.	Waiting for Resubmittal
SUB2024-013 Richford Subdivison, Lot 2 Replat	ETJ	14331 Canonade	Divide existing lot into two.	Waiting for Resubmittal
SUB2024-015 Gateway Village Phase 1	CL	US 290	Final plat for 144 single family subdivision.	Waiting for Resubmittal
SUB2024-016 Replat of Dripping Springs Retail Center Subdivision	CL	598 E Hwy 290	Combine one platted lot and one unplatted lot to create 35.7 acres.	Waiting for Resubmittal
SUB2024-017 Wild Ridge Phase 2 Final Plat	CL	Shadow Ridge Parkway	152 single family residential lots.	Waiting for Resubmittal
SUB2024-018 Driftwood Golf and Ranch Club, Phase Two, Block K, Lots 6 and 7 Amending Plat	ETJ	121 and 111 Roble Loop	Combine lots 6 and 7.	Under Review
SUB2024-019 Driftwood Subdivision, Phase 5, Preliminary Plat	ETJ	Thurman Roberts Way	13 lots. 10 residential, 2 open space, and 1 private.	Under Review
SUB2024-020 JWLP Parking Addition Amending Plat	CL	249 Sportplex Drive	Combing two lots to allow additional parking lot for existing site plan.	Under Review