



DRIPPING SPRINGS  
Texas

**CITY COUNCIL REGULAR MEETING**  
**City of Dripping Springs**  
**Council Chambers, 511 Mercer St, Dripping Springs, TX**  
**Tuesday, April 18, 2023 at 6:00 PM**

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**AGENDA**

**CALL TO ORDER AND ROLL CALL**

**City Council Members**

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

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

City Administrator Michelle Fischer  
Deputy City Administrator Ginger Faught  
City Attorney Laura Mueller  
City Treasurer Shawn Cox  
People & Communications Director Lisa Sullivan  
City Secretary Andrea Cunningham  
IT Director Jason Weinstock  
Planning Director Tory Carpenter  
Building Official Shane Pevehouse  
Parks & Community Services Director Andy Binz  
DSRP Manager Emily Nelson

**PLEDGE OF ALLEGIANCE**

**PRESENTATION OF CITIZENS**

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

## PRESENTATIONS

- 1. Presentation and discussion regarding the Heritage Public Improvement District issuance of bonds.**

## CONSENT AGENDA

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

- 2. Approval of the March 21, 2023, City Council regular meeting minutes.**
- 3. Approval of the April 4, 2023, City Council workshop and regular meeting minutes.**
- 4. Approval of the March 2023 City Treasurer's Report.**
- 5. Approval of Agreement for Disclosure of Confidential Tax Information between the City of Dripping Springs and Los Olivos Market Dripping Springs LLC.**
- 6. Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Pride of Dripping Springs for the Pride of Dripping Springs Festival on June 24, 2023. Applicant: Juana Searcy, President, Pride of Dripping Springs**
- 7. Approval of a Professional Services & Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for a Haunted House at Dripping Springs Ranch Park. Applicant: Aaron Sulser, Hell Country Productions, Inc.**
- 8. Approval of Resolution Designating the Mayor, Mayor Pro Tem, and Certain City Staff as Authorized Signatories regarding Financial and Budgetary Procedures. Sponsor: Mayor Bill Foulds, Jr.**

## BUSINESS AGENDA

- 9. Discuss and consider approval of the selection of a contractor and authorization for city staff to negotiate an agreement for Building Inspection and Plan Review Services based on responses to the Request for Proposals. Sponsor: Mayor Bill Foulds, Jr.**
- 10. Discuss and consider approval of an Ordinance annexing and an Ordinance rezoning a 97.44-acre property to Planned Development District with a base zoning of SF-3 and GR, with 68.38-acres of residential uses, approximately 6.7-acres of commercial uses, and approximately 22.36-acres of open space, as amended by the ordinance language herein, for property located on U.S. 290 and north of the intersection of Drifting Wind Run commonly known as "Gateway Village". Applicant: John Doucet, Doucet and Associates**

- a. Applicant Presentation
- b. Staff Report
- c. Planning & Zoning Commission Report
- d. Public Hearing
- e. Annexation Ordinance and Agreement
- f. Zoning Ordinance

**11. Discuss and consider approval of Agreements related to the Gateway Village Subdivision. Applicant: Matthew Scrivener**

- a. Staff Report
- b. Offsite Road Agreement
- c. Wastewater Agreement
- d. Water Agreement
- e. Line Extension Agreement

**12. Discuss and consider approval of a Resolution of the City of Dripping Springs, Texas consenting to the Annexation of Land commonly known as Gateway Village into Dripping Springs Municipal Utility District No. 1 and containing related findings and provisions. Applicant: Matthew Scrivener**

**13. Discuss and consider approval of a First Amendment to Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1. Applicant: Matthew Scrivener**

**REPORTS**

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

**14. March 2023 Maintenance Report**  
*Craig Rice, Deputy Public Works Director*

**15. Emergency Management Report**  
*Roman Baligad, Emergency Management Coordinator*

**16. Planning Department Report**  
*Tory Carpenter, Planning Director*

**EXECUTIVE SESSION AGENDA**

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

**17. Consultation with Attorney related to settlement of litigation related to code enforcement and open government. Consultation with Attorney, 551.071**

18. **Consultation with Attorney regarding legal issues related to coordination with the Dripping Springs Visitors Bureau.** *Consultation with Attorney, 551.071*
19. **Consultation with Attorney regarding legal issues related to the South Regional Water Reclamation Project, Wastewater, and Amendment 2 Permits, Water Service, and related items.** *Consultation with Attorney, 551.071*
20. **Consultation with Attorney related to legislative program and matters regarding water, wastewater, utility issues, and other municipal issues at the Texas Legislature.** *Consultation with Attorney, 551.071*

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

May 2, 2023, at 6:00 p.m. (CC & BOA)  
May 16, 2023, at 6:00 p.m. (CC)  
June 6, 2023, at 6:00 p.m. (CC & BOA)  
June 20, 2023, at 6:00 p.m. (CC)

### Board, Commission & Committee Meetings

April 20, 2023, Emergency Management Commission at 12:00 p.m.  
April 24, 2023, Transportation Committee at 3:30 p.m.  
April 25, 2023, Planning & Zoning Commission at 6:00 p.m.  
April 26, 2023, Economic Development Committee at 4:00 p.m.  
April 27, 2023, Farmers Market Committee at 10:00 a.m.  
May 1, 2023, Parks & Recreation Commission at 6:00 p.m.

## ADJOURN

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

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

*I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com), on **April 14, 2023, at 2:15 p.m.***

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City Secretary

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



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

**Submitted By:** Laura Mueller, City Attorney; Andre Ayala, Hilltop Securities Inc.; Dottie Palumbo, Special Council

**Council Meeting Date:** December 20, 2022

**Agenda Item Wording:** **Discuss and consider approval of the Amended and Restated Heritage Public Improvement District Financing and Reimbursement Agreement between the City of Dripping Springs and M/I Homes of Austin, LLC.**

**Agenda Item Requestor:** M/I Homes of Austin, LLC

**Summary/Background:** Project Overview

The Heritage project is approximately 189 acres located in the heart of Dripping Springs. It is characterized by a variety of residential project types, parks, open space, and trails, and commercial uses compatible with the surrounding community. The project has been annexed into the city limits, and the zoning classification is Planned Development District (PDD) # 5. Many of the public improvements will be funded through a Public Improvement District (PID).

Public Benefits

The following public benefits will be provided in Heritage:

- Wastewater facilities
- Water facilities
- Entryway monument
- Offsite roadway
- Collector roadways
- Detention ponds
- Package plant
- Trails, parks, and open space
- Landscaping and hardscaping

Most of the improvements listed above will be funded through the PID, and some will be funded by the home builders. (The original documents were assigned to M/I Homes and TriPointe Homes in November 2020).

PDD #5 Zoning

The Planned Development District (PDD) has its own standards regarding setbacks, impervious cover, design standards, and so on. The PDD was adopted by City Council in June 2017.

The proposed Heritage PDD will provide a minimum of 28 acres of parks and open space, an amenity center, and will also include a variety of housing types suited to the needs of several demographic segments of the population.

- 700 DUs
- Residential: Single Family, Garden Home, Condo, Courtyard, Townhomes, Multi-Family
- Trail System and Sidewalks
- Neighborhood Center/Amenity Center
- Open Spaces and Pocket Parks

**FUNDING & CONSTRUCTION**

FACILITY	CITY FUNDING	OWNER FUNDING	RESPONSIBILITY TO BUILD
<b>First Amendment Facilities</b> (everything needed for First Amendment except Stage 1 Facilities) (§ 1.15) (§ 2.3)	100%		City
<b>Stage 1 Facilities</b> (Onsite + lines to get to existing City lines) (§1.24) (§1.28)		100%	Owner
<b>Stage 2 Onsite Facilities</b> (§1.24) (§1.29)		100%	Owner
<b>Stage 3 Onsite Facilities</b> (§1.24) (§1.30)		100%	Owner
<b>Effluent Transmission Line</b> (§ 2.4(a))	½ of anything over cap	Pro-rata between Owner and anybody who uses it to obtain capacity + ½ of anything over cap	Owner

<b>Heritage Stage 2 Effluent Disposal Fields</b> (may be built in phases) (construction and removal) (§ 2.5(b)) (§ 2.7(e))		100%	Owner
<b>Third Amendment Facilities</b> (§ 1.33) (§ 2.5(d))	½ of anything over cap	Pro-rata between Owner and anybody who uses it to obtain capacity + ½ of anything over cap	City
<b>Force Main Improvements or Agreed Alternative</b> (§ 2.6)		Pro-rata by Owner and other users of the Force Main Improvements	City
<b>Discharge Permit Facilities (excludes Force Main Improvements)</b> (§ 2.6(a))	100%		City
<b>Temporary Onsite Wastewater Treatment Plant and Decommissioning</b> (§ 2.9)		100%	Owner

**Updated PID Finance Agreement**

The City approved the PID Finance and Reimbursement Agreement in October 2017 with Stratford Land Company. This Agreement, along with the other agreements related to this project, were assigned to M/I Homes and Trendmaker Homes in 2020. The PID Agreement is designed to provide reimbursement through PID Bonds and Assessments to the firm constructing the public improvements. These improvements are listed above. The Amended Agreement performs two primary tasks. One task is to update the agreement due to recent legislation. The second task is to update the order of improvements. The order of improvements aligns with current documents and only those improvements constructed and then approved and accepted by the City will be eligible for PID Bonds and reimbursement.

The original agreement provided for up to \$27.5 million in PID bonds for reimbursement for Public Improvements estimated at \$24 million. In addition, Non-PID Funded Public Improvements were anticipated to be around \$18 million. These same amounts exist in the Amended Agreement. Also, in both the original and Amendment Agreements, the PID improvements will be funded by the Owner and then reimbursed from the proceeds of the PID Bonds or Special Assessments. The phasing of which improvements will be completed when has shifted, but are still in line with what was envisioned in the related agreements including the Road and Wastewater Agreements. As each set of improvements are completed by the Owner, and the improvements are approved and accepted by the City, the Owner can seek reimbursement through the PID Bonds and Assessments.

New Phasing Plan

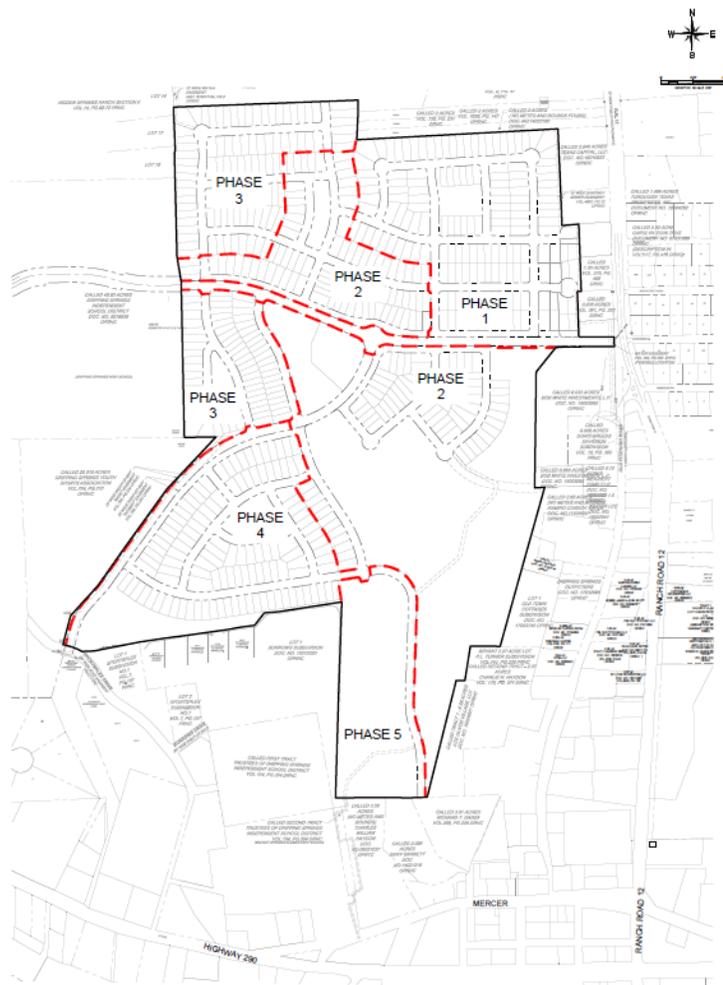
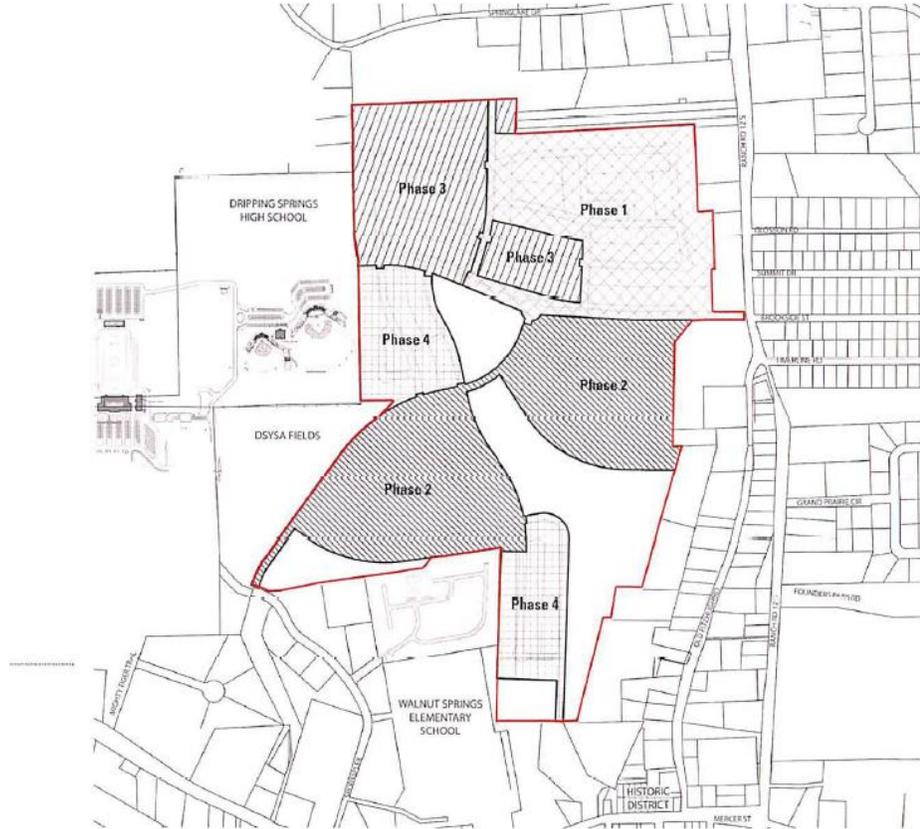


EXHIBIT B-1  
Heritage Phasing Map

Dripping Spring, Texas  
December 2022



Previous Phasing Plan



**Commission Recommendations:**

N/A

**Recommended Council Actions:**

Approval of the amended agreement.

**Attachments:**

Amended Agreement, documents from original project.

**Next Steps/Schedule:**

If approved the city administration and planning department will implement.

State of Texas: No limit.



## City of Dripping Springs | Heritage Development-PDD # 5 Staff Report for City Council

### Project Overview

The proposed Heritage project is approximately 189 acres located in the heart of Dripping Springs. It is characterized by a variety of residential project types, parks, open space, and trails, and commercial uses compatible with the surrounding community. The project will be annexed into the city limits, and the zoning classification will be Planned Development District (PDD) # 5. Many of the public improvements will be funded through a Public Improvement District (PID). The City's PID Policy is attached to this report as "Attachment B."

### Project Timeline

The table below is an overview of key dates pertaining to Heritage PDD and Annexation and Development Agreement. It is not an exhaustive list, but provides dates when drafts were submitted, presentations, and P&Z and City Council meeting dates during which the project was discussed. City staff and consultants met several times on dates not included on this list to review draft documents.

<u>Date</u>	<u>Action</u>
Oct. 27, 2015	Applicant submits drafts and meet with staff and consultants
Jan. 6, 2016	Meeting between development team, staff and consultants
Jan. 11, 2016	Development team-Parks and Recreation Commission briefing
Jan. 12, 2016	City authorizes voluntary annexation proceedings
Jan. 26, 2016	Development team-P&Z briefing (PDD and PID)
Feb. 1, 2016	Development team-Historic Preservation Commission briefing
Feb. 8, 2016	Development team-Transportation Committee briefing
Feb. 12, 2016	Development team-revised PDD drafts submitted to the City along with PID SAP and Finance Agreement
Feb. 16, 2016	Annexation Public Hearing # 1
Feb. 17, 2016	Annexation Public Hearing # 2
Feb. 23, 2016	Development team-P&Z briefing (PDD and PID)
Mar. 8, 2016	-Annexation-Institution of Proceedings -Transportation Committee met with HDR and Heritage developers to review Traffic Capacity Analysis
Mar. 17, 2016	Conference Call- City Staff, Consultants, and Applicant representatives
Mar. 22, 2016	-P&Z briefing (PID informational) -P&Z briefing and public hearing (PDD) -City Council Meeting - PID Public Hearing -City Council-PDD concept plan presentation
May 4, 2016	Special called P&Z meeting for recommendation of PDD Ordinance
April 18, 2017	Annexation Institution of Proceedings – City Council approves resolution
May 23, 2017	P&Z Workshop-presentations only, no action taken
June 12, 2017	P&Z special meeting for recommendation

<i>June 13, 2017</i>	City Council workshop-presentation only, no action taken
<i>June 20, 2017</i>	Possible City Council Action: <ul style="list-style-type: none"> <li>• PDD Zoning Ordinance</li> </ul>
<i>July 11, 2017</i>	Possible City Council Action: (last day for annexation adoption before expiration) <ul style="list-style-type: none"> <li>• Annexation Adoption</li> <li>• PDD Zoning Ordinance</li> <li>• Annexation and Development Agreement</li> <li>• Wastewater Service Agreement</li> <li>• PID Creation</li> <li>• PID Finance Agreement</li> <li>• PID Service and Assessment Plan</li> </ul>

### Public Benefits

The following public benefits will be provided in Heritage:

- Wastewater facilities
- Water facilities
- Entryway monument
- Offsite roadway
- Collector roadways
- Detention ponds
- Package plant
- Trails, parks, and open space
- Landscaping and hardscaping

Most of the improvements listed above will be funded through the PID, and some will be funded by Stratford Land Company.

### Function of the PDD

The Planned Development District (PDD) is a zoning classification that has its own standards regarding setbacks, impervious cover, design standards, and so on. After careful consideration, a PDD is adopted by City Council and becomes part of the Zoning Ordinance.

PDDs are designed to allow for unique and superior-quality developments to occur. Land uses and design standards for PDDs are tailored to fit the physical features of the site and to achieve compatibility with existing and planned adjacent uses. A PDD allows flexibility in zoning and design standards to create a mixed-use, compact development.

The proposed Heritage PDD will provide a minimum of 28 acres of parks and open space, an amenity center, and will also include a variety of housing types suited to the needs of several demographic segments of the population.

### Public Concerns

In 2016, several residents have reached out to City Hall to expressed concerns about the proposed Heritage project. A list of concerns, along with strategies to address them, are summarized in the table below.

<b><u>Concern</u></b>	<b><u>Strategy</u></b>
<ul style="list-style-type: none"> <li>-Request traffic study regarding impact of additional traffic created by Heritage on HSR, RR 12, Springlake Rd. and US 290</li> <li>-Request no road accessibility into HSR via Shane Ln. and Golden Eagle or any other connection between HSR and Heritage</li> </ul>	<ul style="list-style-type: none"> <li>-Traffic Study submitted to City and reviewed by the Transportation Committee</li> <li>-Traffic Impact Analysis to be submitted at time of first plat</li> <li>-Any connection to Shane Ln. is not part of Heritage project</li> <li>-Connection to Shane Ln is indicated in City's Transportation Plan</li> <li>-A connection between 290 and Shane Ln. will likely be constructed by the ISD and City (not a part of the Heritage development)</li> </ul>
<ul style="list-style-type: none"> <li>-Request Development Parcel A to be comprised of entirely detached single-family homes abutting any portions of HSR Section II.</li> <li>-Request 8 foot stone wall buffer separating Development Parcel A and portion of HSR, Section II</li> </ul>	<ul style="list-style-type: none"> <li>-Development Parcel A will include single-family detached homes, garden homes, and townhomes. Commercial use is also slated but will be located along the roadway and not abutting HSR</li> <li>-A 25' setback will be required for lots in Parcel A abutting HSR</li> </ul>
<ul style="list-style-type: none"> <li>-Impact on City water and sewer</li> </ul>	<ul style="list-style-type: none"> <li>-Wastewater Agreement is being drafted and will be completed by the time of the project approval</li> <li>-Water is provided by the WSC, not the City. Water provision for Heritage is being worked out between the developer and the WSC</li> </ul>

### Transportation

A Traffic Impact Analysis (TIA) will be submitted with the first plat. The Applicant also provided to the City a capacity and analysis study (Traffic Study). The study results showed that the proposed transportation network was sufficient to handle the volume of traffic expected to be generated. The Traffic Study was reviewed and approved by the Transportation Committee.

On March 8, 2016, the Transportation Committee along with a consultant from HDR met with the Heritage development team to review the Traffic Study. At this meeting Heritage presented the results of their traffic capacity analysis and received committee recommendations. One of the significant recommendations was to realign the intersection at RR12. The original intersection at RR12 was proposed at Brookside. This alignment was not optimal especially given the intersection improvement Old Fitzhugh Road and RR12. Redesigning this entry point to Heritage was a challenging undertaking. Realignment would require coordination with three separate property owners and involve significant cost and effort on behalf of the city. Following this meeting several actions were undertaken:

1. Develop alternative options for entry realignment.
2. Contact affected property owners and determine feasibility of the alignment, potential costs, and possible timeline.
3. HDR conduct a review of the traffic capacity study by Heritage and provide any comments.
4. Committee members were tasked to conduct a final review of the Heritage Road plan and provide any final input.

At the February 22, 2016 Transportation Committee meeting, the Committee focused on these issues. After considerable discussion it was determined that realigning the intersection at RR12 was not feasible at this time. Considerable discussion was also given to a left turn lane on the main East-West Road in Heritage. Given the traffic capacity analysis, a left turn lane was deemed not required at this time. However, the landscaping islands will allow the city to pursue that option, if required, at a future date. Additionally, the Committee focused on the proposed slip streets and how they would affect traffic flow in the community. The committee deemed the slip street concept acceptable, pending review of the fire department for emergency access. At the end of discussion, the Committee voted (5 For, 1 Against) to approve the Heritage transportation concept plan, pending any final comments from HDR on the traffic capacity analysis.

#### Offsite Roadway and Trail Agreement

The Offsite Road and Trail Agreement covers the construction by the Owner of the offsite portion of the Roger Hanks Parkway road extension from the west property line of the Property to the intersection with Golden Eagle Drive, or another location as necessary to line up with the portion of the Roger Hanks extension being constructed by Dripping Springs Independent School District (“DSISD”) in order to provide a continuous roadway from the Property to US 290. Otherwise, the Owner shall deposit funds with the City. Additionally, the Owner is required to construct an offsite trail extension from the Property to Mercer Street or shall otherwise deposit funds to the City. A new exhibit for the Roger Hanks roadway extension is incorporated in the Annexation and Development Agreement and will be provided at the meeting. This Agreement does not eliminate the Heritage Project’s duty to pay for other facilities, including roadway facilities, if such improvements are required under the Code.

#### Wastewater Agreement

#### SUMMARY OF HERITAGE AGREEMENT<sup>1</sup>

1. CITY PROVIDES RETAIL WASTEWATER SERVICE (§ 2.1)
  - a. 700 LUEs total.
2. THREE STAGES OF SERVICE (§ 2.2)
  - a. STAGE 1 (First Amendment) -- 150 LUEs upon Construction of Stage 1 Facilities (First Amendment)
  - b. STAGE 2 (Third Amendment or Discharge) -- 330 LUEs upon:
    - i. Issuance of Amendment 3
    - ii. Completion of 3<sup>rd</sup> Amendment Facilities; and
    - iii. Owner’s construction of Stage 2 Onsite and Heritage Stage 2 Fields

<sup>1</sup> This is only a summary actual Contract language should be consulted for definitive interpretation.

OR (If Owner elects to forgo 3<sup>rd</sup> Amendment Facilities per 2.5(a))

- i. Issuance of Discharge Permit
    - ii. Completion of Discharge Permit Facilities; and
    - iii. Owner's Construction of Stage 2 Onsite facilities
  - c. STAGE 3 (Discharge) – 220 LUEs upon:
    - i. Issuance of Discharge Permit
    - ii. Completion of Discharge Permit Facilities and Force Main Improvements (unless owner forgoes participation as allowed by 2.6(e)); and
    - iii. Owner's Construction of Stage 3 Onsite facilities
3. IMPACT FEES
    - a. Owner Pays Impact Fees (§ 2.3(a)) (§ 5.1)
    - b. STAGE 1 – Owner pays \$1,500 w/in 45 days of Effective Date, remainder upon pulling building permit
    - c. STAGE 2 and STAGE 3 -- upon pulling building permit
  4. RESERVATION FEES (§ 5.2)
    - a. STAGE 1 – \$50/month after 1<sup>st</sup> Amendment Facilities are operational
    - b. STAGE 2 and STAGE 3 – None
  5. RELEASE OF LUEs
    - a. Failure to pay Reservation Fees
  6. EFFLUENT TRANSMISSION LINE (§ 2.4)
    - a. Payment Cap: [Amount not yet specified] (§ 2.4(b))
      - i. If cost exceeds payment cap – City and Heritage splits costs above cap
    - b. Built as part of 3<sup>rd</sup> Amendment facilities or as Discharge Permit Facilities (§ 2.4)
    - c. If Owner builds Onsite WWTP, the Treated Effluent Line will not be built (§ 2.8)
  7. THIRD AMENDMENT FACILITIES (§ 2.5)
    - a. City to file within 90 days of Effective date
    - b. Owner can await Discharge Facilities or build Onsite WWTP instead of proceeding with 3<sup>rd</sup> Amendment facilities
      - i. Election must be in writing after issuance of permit is final and City determines 3<sup>rd</sup> Amendment facilities are needed.
    - c. Payment Cap: [Amount not yet specified] (§ 2.5(d))
      - i. If cost exceeds payment cap – City and Heritage splits costs above cap
  8. DISCHARGE PERMIT FACILITIES AND FORCE MAIN FACILITIES (§ 2.6)
    - a. Owner may give City Notice and decide to build Force Main Improvements itself, but cost shall not exceed Owner's Pro-rata share (§ 2.5(c))
      - i. If Owner doesn't collect pro-rata share, Owner gets an impact fee credit

- b. Owner can elect to forgo Force Main Improvements, and City shall be required to serve only what is possible (§ 2.6(e))
9. 210 REUSE (§ 2.7)
- City does conversion to 210
  - Owner gets free of charge for 3 years after water becomes available
  - City must obtain 210 approval
  - City to use best efforts to provide Heritage with 210 water in the event of shortage
10. TEMPORARY ONSITE WWTP (§ 2.8)
- If Stage 2 or Stage 3 LUEs are not available in a timely manner, Owner may build Onsite WWTP.
    - Election must be made before issuance of 3<sup>rd</sup> Amendment
  - If Owner makes election, Owner needs not fund:
    - Discharge Permit Facilities
    - The Force Main Improvements
    - Third Amendment Facilities
      - Note: The Treated Effluent Line is built as part of 3<sup>rd</sup> Amendment facilities or as Discharge Permit Facilities (§ 2.4)
  - After completion, Onsite WWTP will be dedicated to City
  - Onsite WWTP can't be used for service outside of development (§ 2.9)
11. REMOVAL OF WWTP
- Within 120 days after Discharge Facilities are completed, City will accept wastewater at City System
  - Owner pays for decommissioning

### **FUNDING & CONSTRUCTION**

FACILITY	CITY FUNDING	OWNER FUNDING	RESPONSIBILITY TO BUILD
<b>First Amendment Facilities</b> (everything needed for First Amendment except Stage 1 Facilities) (§ 1.15) (§ 2.3)	100%		City
<b>Stage 1 Facilities</b> (Onsite + lines to get to existing City lines) (§1.24) (§1.28)		100%	Owner
<b>Stage 2 Onsite Facilities</b> (§1.24) (§1.29)		100%	Owner
<b>Stage 3 Onsite Facilities</b> (§1.24) (§1.30)		100%	Owner

FACILITY	CITY FUNDING	OWNER FUNDING	RESPONSIBILITY TO BUILD
<b>Effluent Transmission Line</b> (§ 2.4(a))	½ of anything over cap	Pro-rata between Owner and anybody who uses it to obtain capacity + ½ of anything over cap	Owner
<b>Heritage Stage 2 Effluent Disposal Fields</b> (may be built in phases) (construction and removal) (§ 2.5(b)) (§ 2.7(e))		100%	Owner
<b>Third Amendment Facilities</b> (§ 1.33) (§ 2.5(d))	½ of anything over cap	Pro-rata between Owner and anybody who uses it to obtain capacity + ½ of anything over cap	City
<b>Force Main Improvements or Agreed Alternative</b> (§ 2.6)		Pro-rata by Owner and other users of the Force Main Improvements	City
<b>Discharge Permit Facilities (excludes Force Main Improvements)</b> (§ 2.6(a))	100%		City
<b>Onsite Temporary WWTP and Decommissioning</b> (§ 2.9)		100%	Owner

### Sustainable Places Project

The proposed PDD.5 “(Heritage)” Project (196 ac.) represents just over a quarter (26.2%) of the larger (749 ac.) Study Area of the 2011-13 “Sustainable Places Project” (SPP).

The SPP was guided by six “Livability Principles.”

A very brief comparison of the SPP recommendations for each, and how Heritage Project addresses them, is summarized as follows:

<u>Feature / Principles</u>	<u>Sustainable Places Project</u>	<u>PDD.5 / Heritage Project</u>
Land Area	749 ac.	189 ac.
Total Dwelling Units	966 DU’s w/ Variety of Mix	700 DU’s w/ Variety Proposed
Housing Choices	Multiple Housing Choices.	Multiple possible residential

	All kinds of housing for All kinds of people.  Residential Choices: 5-8ksf lots, 3-5ksf lots, Apts. Total: 966 DU's / 5.1 DU/ac.	Products: SFD, Garden Home, Village Condo, Courtyard  Housing 2-4 Family DU's, Townhomes, Multi-Family. Total: 700 DU's / 3.57 DU/ac.
Mobility Options	Multiple Housing Choices. All kinds of housing for All kinds of people.	Trail System provided. Sidewalks & Bike Lanes Provided on Streets.
Economic Prosperity	Live / Work / Shop / Learn. Jobs + Services available For Area Residents.  Proposed: 40ksf Office; 20 ksf TC/NC Retail	Permitted Uses "Commercial U  Proposed: Min. 20ksf "Commer @ Amenity / Neighborhood Ce "G" ***Additional "Commercial Us Allowed @Parcels "F" & MF portions of Parcels "B, C, & D"...
Healthy Communities	Healthy Bodies and Minds Recreation, Health, Food & Civic Activities.	Greenbelt Open Spaces Pocket Parks, Amenity / Recreation Center, Trails, etc
Concentrated and Balanced Growth	Contributes to Town-Making. Pedestrian-Fr Mixed-Use Environments.	"Town Center" Neighborhood, close to Schools and two (2) Historic Districts
Environmental and Natural Resources	Protect Natural Areas & Resources. Waterw Open Space, Existing Trees.	Water Quality Buffer Zone & Greenbelt; Selective Tree Preservation; Pocket Parks

### Annexation and Development Agreement

The Annexation and Development Agreement includes the following provisions:

#### Article 2. Definitions

- 2.11. Escrow Agreement: The agreement between Owner and City executed on the same date as this Agreement that provides for the PID Dissolution Petition to be held in escrow.
- 2.12. Exterior Design and Architectural Standards Ordinance: Article 24.03, Exterior Design and
- 2.16 Architectural Standards, of Chapter 24, Building Regulations of the City of Dripping Springs Code of Ordinances.
- 2.25 Water and Wastewater Infrastructure: Collectively, the water and wastewater infrastructure described in the Water Service Agreement and the Wastewater Utility Agreement.
- 2.26 Wastewater Service and Impact Fee Agreement: The Nonstandard Wastewater Service Agreement between City of Dripping Springs and Owner executed on the same date as this Agreement.

#### Article 3. General Provisions

- 3.2 Minor Changes. Minor changes can be made by the Administrator without action by City Council and Planning and Zoning.
- 3.3 Amendments. Amendments or changes to this Agreement, the PDD-5, or PD Master Plan shall not be considered a waiver of vested rights.
- 3.4 Project Phasing. Each phase will have its own impervious cover, dwelling units, and parkland.
- 3.5 Annexation and Development. The Property will be annexed under Section 212.172 of the Local Government Code.

#### Article 4. Offsite Road and Trail Agreement

Offsite Road and Trail Agreement is referenced in the Annexation and Development Agreement.

#### Article 5. Water, Wastewater, Wells; Water Conservation Plan

- 5.1 Water. Dripping Springs Water Supply Corporation will be providing water.
- 5.2 Wastewater. Wastewater Service and Impact Fee Agreement.
- 5.4 Water Conservation Plan.
- 5.5 Water Reuse Ordinance. SLF is funding the effluent transmission line pursuant to the Wastewater Service and Impact Fee Agreement, and thus the Property shall not be subject to the reuse fees or charges otherwise applicable to developments, including any fees or charges for contribution for reuse infrastructure construction under the City's Water Reuse Ordinance.

#### Article 6. Development Standards

- 6.1 PDD-5 Ordinance.
- 6.2 Design Review and Enforcement. An HOA will be created and maintained to do design review and enforcement
- 6.3 Compliance. Development will comply with building codes and PDD 5.
- 6.4 Alternative Compliance. The CCRs shall provide for and enable changes over time in the architectural design standards without requiring the revision of PDD-5.

#### Article 7. Applicable Rules & Regulations

- 7.1 Intent. This Agreement and the PDD-5 authorize certain Property uses and development on the Property, provide for the uniform review and approval of plats and development plans for the Property.
- 7.2 Applicable Rules. Permits and Site Plans shall comply with the Agreement, PDD-5, and city ordinances.
- 7.3 Owner's Right to Continue Development. Guarantees that the City will not impose a moratorium on building or development within the property; and the City will not impose land use or development regulations that will limit the rate or timing of land use approvals (preliminary plats, final plats, site plans, building permits, certificates of occupancy, or other necessary approvals).
- 7.4. Approvals. The City agrees that preliminary plats, final subdivision plats, and construction documents submitted in accordance with this Agreement will be reviewed and processed in accordance with the Code in effect on the Effective Date hereof as modified by this Agreement, the PDD-5, and the Additional Heritage Agreements (as may be applicable.)

- 7.5 Conceptual Plan. The City confirms that the Conceptual Plan in Exhibit B to PDD-5 complies with the City’s Master Plan, Comprehensive Plan, and the Sustainable Places Project.
- 7.6 Fiscal Security for Improvements PID Finance Agreement controls. Otherwise, the Owner shall be required to provide fiscal security prior to any final plat approval. Standard two (2) year maintenance bond upon acceptance of the public improvements.
- 7.7 Payment of Costs. Owner shall pay 100% of the cost of all public and private improvements and 100% of all cost overruns of public and private improvements and shall not seek reimbursement from the City unless authorized in the PID Finance Agreement.
- 7.8 Fees & Development Review Expenses: Owner pays fees under the “Agreement for Payment of Fees and Development Review Expenses incurred by the City for the Heritage Public Improvement District”.

#### Article 8. Additional Matters

- 8.1 Amenity Center. Owner shall construct an amenity center.
- 8.2 Lighting shall be in compliance with Article 24.06 of the City’s Code of Ordinances (“Outdoor Lighting Ordinance”). Owner agrees that all restrictive covenants for the Project shall reinforce this provision and be applied to all construction and builders. Signage in the Project shall be in compliance with the PD Signage addressed in PDD-5 through a Master Sign Plan.
- 8.4 Annexation/Zoning:
  - 8.4.1 Timing for Annexation: Development Agreement is request for annexation.
  - 8.4.2 Land Uses: PDD-5.
- 8.5 Public Improvement District will be created to pay for public improvements. The PID Financing Agreement shall provide the method of reimbursement for the public improvements and shall control over any inconsistent provision in this Agreement.
- 8.4 Disannexation and Dissolution if project fails.

#### Article 9. Term and Amendment

- 9.1 Term. Forty-five (45) years.

#### Comprehensive Plan and Citywide Trails Plan

A brief summary of how Heritage supports elements of the City’s Comprehensive Plan and Citywide Trails Plan:

Proposed trails are integrated in Heritage, and connect with other trails that are indicated in the Citywide Trails Plan. A network of sidewalks and trails will be constructed in Heritage, and bike lanes will be included along the main boulevard. This also ties in with the Dripping Springs Comprehensive Plan, which calls for inclusion of bike lanes and pedestrian facilities in new neighborhoods. The proposed parks and trails in Heritage will help implement the Comprehensive Plan’s goal of offering a variety of recreational activities and facilities to foster an active community. Additionally, the Comprehensive Plan supports a diversity of housing types, and encourages higher densities in areas deemed appropriate. Heritage proposes a mix of housing products, including single-family detached, townhomes, garden homes, duplex/quadplex, village condominiums, courtyard housing, and multifamily.

### Prior P&Z Recommendation-2016

On May 4, 2016 the Planning and Zoning Commission held a special meeting for review and consideration of PDD # 5. The Commission recommended approval of the ordinance with a vote of 4-0. In the motion to approve, the Commission recommended striking out the last sentence in Section 2.4: PD Master Plan, which said: “Although some of these features may not be reflected on the PD Master Plan, the City acknowledges that their inclusion in this Ordinance satisfies the requirements of Section 5.6.1(b) of the PD Ordinance.” This has since been struck from the ordinance. The meeting minutes are attached as “Attachment A.”

### P&Z Workshop

On May 23, 2017, the Planning and Zoning Commission conducted a workshop (no action taken) for the purpose of reviewing the most recent PDD 5 and Annexation and Development Agreement documents. Ocie Vest, Senior VP of Entitlements with Stratford Land, gave a presentation about the Project on behalf of the Owner, and explained the project land use, amenities, development documents and approvals timeline. City Staff and consultants provided an overview of PDD 5, Annexation and Development Agreement, and also briefly discussed the Offsite Roadway and Trail Agreement.

### P&Z Recommendation 6/12/2017

The Planning and Zoning Commission held a Special meeting on June 13, 2017 to consider recommendation on the Annexation and Development Agreement and PDD – 5. The Commission heard presentations from Ocie Vest with Stratford Land, and also from City staff and consultants. After considering the items, the Commissioners motioned (5-0 in favor) to approve PDD – 5 and the Annexation and Development Agreement, subject to the City receiving the following documents in a form mutually acceptable by all Parties: PID Service and Assessment Plan, PID Finance Agreement, Wastewater Utility Agreement, and Offsite Road and Trail Agreement.

## *Attachment B*

# City of Dripping Springs, Texas

## Policy and Procedures for Public Improvement Districts

### **PURPOSE**

The purpose of the Public Improvement District, (“PID”), policy is to outline the issues to be addressed before the City Council can support the establishment and continuation of a PID as allowed by Chapter 372 of the Texas Local Government Code. The policy outlines such things as petition requirements, information to property owners, and determination of annual plan of services, budget and assessments. It addresses City administration issues, which are in addition to the requirements of state law.

### **GENERAL**

PIDs must be self-sufficient and not adversely impact the ordinary service delivery of the City, except where City Council elects to participate in the project's costs.

PIDs must be established carefully and only when related to a public purpose to avoid a proliferation of special districts.

PID petition signatures should reflect that a reasonable attempt was made to obtain full support of the PID by the majority of the property owners.

### **COMMUNITY BENEFITS**

Subject to the requirements of Chapter 372 of the Texas Local Government Code, the City Council will prioritize approval of PID petitions for land in the City and / or Extraterritorial Jurisdiction, (“ETJ”) that provide for the following public benefits to a degree that is superior to the benefits typically generated by real estate development projects not involving PID financing.

- (a) For proposed PIDs within the city limits, the petitioners shall be responsible for notice and coordination with and between the City and Dripping Springs ISD, (“DSISD”), at the earliest possible date to assess municipal and school service plans, the maximum PID assessment relative to municipal taxation, relative responsibilities for acceptance and maintenance of PID improvements to be financed by the PID and related matters.

- (b) Projects that will generate primary employment or other long-term economic development benefits to the City, above and beyond the economic development benefits generated by typical residential developments.
- (c) Improvements or services that advance or exceed the City's **conservation design standards.**
- (d) Projects that create or enhance parks, hike and bike trails, recreational facilities, open space benefits, etc. that exceed what is required by applicable development regulations. (Link to City of Dripping Springs Comprehensive Plan 2010)
- (e) Projects that improve environmental protection, storm water quality, and flood control benefits in ways that exceed what is required by applicable development regulations.
- (f) Projects that increase or enhance multimodal transportation options.
- (g) Projects that improve public educational programs and/or facilities.
- (h) Projects that provide exceptional benefits to improve the public roadway network in the City.
- (i) Projects that provide water and wastewater infrastructure in the City.

#### **ADDITIONAL REQUIREMENTS FOR PIDS WITHIN THE ETJ**

- (a) For proposed PIDs in the ETJ, the petitioners shall be responsible for notice and coordination with and between the City, County and **DSISD** at the earliest possible date to assess municipal annexation plans, the maximum PID assessment rate relative to municipal taxation, relative responsibilities for acceptance and maintenance of PID improvements to be financed by the PID, and related matters.
- (b) Generally, the City will consider PID petitions for property in ETJ only if a development agreement has been approved that requires that the whole project is voluntarily annexed into the City and the project will enhance the City tax base;
- (c) Petitioner will dissolve, or agree to not create any other special district vehicles that may overlay the PID; including, but not limited to Municipal Utility Districts, Water Control & Improvement Districts.

#### **MINIMUM REQUIREMENTS FOR A PID**

To be considered by the City Council, the real estate development project supported by the PID must meet the following minimum requirements:

- (a) The PID must be designed to achieve at least one of the priorities listed for Community Benefits or for PIDs in the ETJ.

(b) Petitioner will be required to pay fees for administrative or operational costs incurred by the City. The payment of such fees is not a guarantee that the City will approve the PID. The fees will pay for such as costs as:

- (1) Reviewing the PID petition;
- (2) Publishing related notices;
- (3) Reviewing the appraisal, the initial Service and Assessment Plan, and the Market Feasibility Study, including the cost of services provided by City consultants, bond counsel, and financial advisors;
- (4) Bond issuance;
- (5) Review and approval of plans for and inspection of construction of PID improvements;
- (6) Procurement of contracts for PID administration and operation, collection of assessments, foreclosures, etc.
- (7) The City's ongoing administrative and operational costs related to an approved PID, such as collection of PID assessments, review and approval of Service and Assessment Plan updates, and other costs shall be reimbursed from PID assessments. The City's costs will be determined on an annual basis.
- (8) Administration and management of ongoing PID responsibilities, such as preparation and updating of the Service and Assessment Plan, issuance of notices for annual City Council action on the Service and Assessment Plan, operation and maintenance of PID improvements, and other related matters shall be paid by PID assessments and performed by a third party firm under contract with the City.

(c) The City will use PID bond proceeds only to pay or reimburse the costs of PID improvements that have been designed and constructed to the applicable standards of, and accepted for maintenance or otherwise approved by, the government entity responsible for them.

(d) In the event of default under the terms of the PID petition or the PID agreement, the City shall, after providing notice and an opportunity to cure, have the right to recapture reimbursements if the PID Financing Agreement established a Cash Flow PID.

(e) Before a PID petition may be approved, the PID petitioners and the City must enter into a PID Agreement that establishes:

- (1) The basic terms and conditions for creation of the PID, including the provision of community benefits;

(2) Payment or reimbursement to the City of the City's ongoing administrative and operational costs, including the cost of outside consultants to assist with PID formation and financing, including but not limited to: city attorney, financial advisor, bond counsel, underwriter and PID administrator;

3) The financing of the PID improvements and the payment of assessment revenues or PID Bond proceeds to pay for the costs of the PID Improvements; and

(4) The planning, development, construction, management, and maintenance of the PID improvements, including review and approval by the government entities ultimately responsible for the PID improvements;

(f) Property in the PID owned by the City shall not be subject to PID assessments. Property in the PID owned by another governmental entity may be assessed only pursuant to an inter-local agreement between the entity and the City.

(g) The PID may not finance improvements or services that would not be accessible to the general public.

### **Preferential Requirements.**

PIDs in which the cost of public improvements are financed without City financial participation are preferred. Except for public improvements specifically approved in a City bond proposition, the City will not expend or pledge a tax increment, general fund revenue, general obligation or certificate of obligation bond proceeds, etc. to support the costs of PID improvements unless is explicitly approved by City Council as advancing a City purpose. In addition:

(a) PID petitions signed by 100% of the owners in the PID boundaries are preferred;

(b) PIDs that have a value to lien that exceed 3:1 are preferred;

(c) Petitioners that can demonstrate indication of demand (builder contracts with earnest money) are preferred;

(d) PIDs that will exceed City development standards are preferred; and

(e) PIDs that have a Market Feasibility Study are preferred.

(f) A PID's budget shall include sufficient funds to pay for all costs above and beyond the City's ordinary costs, including additional administrative and/or operational costs as well as additional maintenance costs resulting from the PID.

(g) Use of assessments for partial recovery of a developer's capital costs will be allowed only in special cases where extraordinary public benefit is shown. Only those capital costs associated with continuing PID services will be considered for partial recovery.

## REQUIREMENTS OF PETITION

- (a) The petitioners shall notify in writing the Mayor, the Councilmember of any district in which a proposed PID is located, and the City Administrator at least 30 days in advance of their intent to file a PID petition. The petitioners must attend one or more pre-filing meetings scheduled by the City.
- (b) The petition or PID Finance Agreement must include the following:
- (1) A legal description of the boundaries of the PID and a black and white map of the PID boundaries suitable for publication;
  - (2) The general nature of the proposed improvements;
  - (3) The estimated cost of the improvements;
  - (4) The petitioner's qualifications and previous experience with real estate development, financing of that development, prior PIDs, etc;
  - (5) The proposed method of assessment, including a preliminary Service and Assessment Plan, including a comparison of the combined PID assessment and ad valorem tax burden on owners in the PID with comparable combined burdens on owners in nearby developments;
  - (6) Any plan for phasing of both the real estate development supported by the PID and construction of public improvements in the development;
  - (7) The proposed apportionment of costs between the PID and governmental entities;
  - (8) A statement that the petitioners request or concur with the establishment of the PID; and
  - (9) A current tax roll of the owners in the PID;
  - (10) A plan for ensuring dissolution of the PID will not impose unintended costs on the City or other governmental entities, and that addresses the maintenance or disposition of PID improvements if a PID is dissolved;
- (c) The petitioners must include with the PID petition a certified check for the required filing fee, which will be used to defer the City's approximate internal staffing and overhead costs of processing and reviewing the PID petition. Petitioners must pay all direct costs of processing the PID petition, such as newspaper advertisements, postage, and contractors pursuant to Ordinance No. 1070.63, Fee Schedule Ordinance section 13.19.

(d) A notification that anyone selling land in a public improvement district must include a "title encumbrance" which notifies any prospective property owner of the existence or proposal of special assessments on the property. All closing statements must specify who is responsible for payment of the PID assessment on a pro rata share thereof.

### **NOTICE, PUBLIC HEARING AND APPROVAL OF THE PETITION**

(a) City staff and consultants will assess the adequacy of the PID petition and the PID agreement and their compliance with this chapter and Ch. 372 and recommend to the City Council whether to proceed with a public hearing on the PID petition.

(b) The PID agreement must be executed on or before the date the PID assessments are levied.

(c) If the City Council approves setting a public hearing on the PID petition, City staff will publish the newspaper notice and mail the notice to property owners required by Ch. 372.

(d) The hearing may be continued from time to time. After the final adjournment of the public hearing, the City Council has six months to adopt a resolution making the findings required by Ch. 372 to approve the PID petition.

### **FINANCIAL LIMITATIONS AND PERFORMANCE STANDARDS**

(a) Before authorizing issuance of PID bonds, the City Council shall:

- (1) Determine the total cost of PID improvements;
- (2) Approve a final Service and Assessment Plan and appraisal roll;
- (3) Levy an assessment; and
- (4) Establish a separate PID fund for the payment of the assessment.

(b) The following limitations and performance standards shall apply to PID bonds.

- (1) The minimum appraised value-to-lien ratio at date of each bond issue shall be 3:1.
- (2) The maximum maturity for each series of bonds shall be 30 years.
- (3) The aggregate principal amount of bonds required to be issued shall not exceed an amount sufficient to fund:
  - a. The actual costs of the qualified PID improvements;
  - b. Required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of

construction and in no event for a period greater than 3 years from the date of the initial delivery of the bonds; and

c. Any costs of issuance.

d. The PID bond reserve fund may be the lesser of:

(i) The maximum annual debt service on the bonds,

(ii) 10 percent of the par amount of the bonds, or

(iii) 125 percent of the average annual debt service. The reserve fund will be funded from bond proceeds at the time bonds are issue.

e. And any other reserves required at the time of sale in accordance with the law.

#### **PID ADMINISTRATION AND MANAGEMENT**

The City will contract with an outside consultant to administer the PID and to bill, collect, and track PID assessments. This cost will be considered a reimbursable project cost and should be included in the PID Service and Assessment Plan.



**CITY COUNCIL REGULAR MEETING**  
**City of Dripping Springs**  
**Council Chambers, 511 Mercer St, Dripping Springs, TX**  
**Tuesday, March 21, 2023 at 6:00 PM**

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**MINUTES**

**CALL TO ORDER AND ROLL CALL**

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

**City Council Members present were:**

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

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

Deputy City Administrator Ginger Faught  
 City Attorney Laura Mueller  
 City Treasurer Shawn Cox  
 People & Communications Director Lisa Sullivan  
 City Secretary Andrea Cunningham  
 IT Director Jason Weinstock  
 Parks & Community Services Director Andy Binz  
 DSRP Manager Emily Nelson  
 Architectural Consultant Keenan Smith

**PLEDGE OF ALLEGIANCE**

Joshua and Spencer from Austin Scout Troop 550 led the Pledge of Allegiance.

**PRESENTATION OF CITIZENS**

*A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may*

*request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.*

No one spoke during Presentation of Citizens.

## **PROCLAMATIONS & PRESENTATIONS**

- 1. Proclamation of the City of Dripping Springs Proclaiming March 31, 2023, as "Pam Owens Day".** *Sponsor: Mayor Bill Foulds, Jr.*

Mayor Pro Tem Manassian read the proclamation and presented it to Pam Owens.

- 2. Proclamation of the City of Dripping Springs Proclaiming the Week of April 15-22, 2023, as "International Dark Sky Week".** *Sponsor: Mayor Bill Foulds, Jr.*

Council Member Parks read the proclamation.

## **CONSENT AGENDA**

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

- 3. Approval of the February 21, 2023, City Council regular meeting minutes.**
- 4. Approval of the March 7, 2023, City Council regular meeting minutes.**
- 5. Approval of the February 2023 City Treasurer's Report.**
- 6. Approval of an Escrow Agreement for the Mount Gainor Road Widening related to the Carter Tract.** *Sponsor: Council Member Crow*

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 4 – 6. Council Member Parks seconded the motion which carried unanimously 5 to 0.

Mayor Pro Tem Manassian and Council Member Parks requested a review of the February 21, 2023, minutes, specifically regarding Business Item 17.

## **BUSINESS AGENDA**

- 7. Presentation and possible action regarding Feasibility Study, Concept Plan, and Cost Estimates for the Stephenson Building.** *Larry Irsik, Architexas. Sponsor: Mayor Bill Foulds, Jr.*

Keenan Smith introduced the item. Larry Irsik gave a presentation which is on file. Staff is recommending authorization to negotiate an agreement for the production of construction

plans and authorization for staff to apply for a Certificate of Appropriateness with the Historic Preservation Commission.

A motion was made by Council Member Parks to authorize staff to apply for a Certificate of Appropriateness with the Historic Preservation Commission, and to authorize staff to negotiate a Professional Services Agreement with Architexas for construction drawings. Council Member King seconded the motion which carried 4 to 0 to 1, with Council Member Tahuahua abstaining.

- 8. Discuss and consider approval of the selection of vendor(s) for Dripping Springs Ranch Park Network and Audio-Visual Request For Proposals and authorization for staff to negotiate respective professional services agreements.** *Sponsor: Council Member Parks.*

Jason Weinstock presented the staff report which is on file. Staff recommends the selection of Felix Media Solutions and UniVista.

A motion was made by Mayor Pro Tem Manassian to authorize staff negotiate professional services agreements with Felix Media Solutions and UniVista for the Dripping Springs Ranch Park Network and Audio-Visual project. Council Member Parks seconded the motion which carried unanimously 5 to 0.

- 9. Discuss and consider approval of a Co-Sponsorship Agreement between the City of Dripping Springs and The Little Longhorn for Eggstravaganza at Dripping Springs Ranch Park on April 8, 2023.** *Sponsor: Council Member Parks.*

Emily Nelson presented the staff report which is on file. Staff recommends approval of the agreement.

A motion was made by Council Member Parks to approve a Co-Sponsorship Agreement between the City of Dripping Springs and The Little Longhorn for Eggstravaganza at Dripping Springs Ranch Park on April 8, 2023. Council Member Crow seconded the motion which carried unanimously 5 to 0.

## REPORTS

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

Reports are on file and available for review upon request.

- 10. February Maintenance Report**  
*Craig Rice, Deputy Public Works Director*
- 11. Planning Department Report**  
*Tory Carpenter, Planning Director*

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property and regarding Executive Session Agenda Items 12 – 16. Council Member Crow seconded the motion which carried unanimously 5 to 0.

## EXECUTIVE SESSION AGENDA

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

- 12. Consultation with City Attorney regarding legal issues related to coordination with the Dripping Springs Visitors Bureau.** *Consultation with City Attorney, 551.071*
- 13. Consultation with City Attorney related to opioid lawsuits.** *Consultation with Attorney, 551.071*
- 14. Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project and East Interceptor.** *Consultation with Attorney, 551.071; Deliberation of Real Property, 551.072*
- 15. Consultation with Counsel related to litigation regarding the South Regional Water Reclamation Project, Wastewater Permits, Code Enforcement, and related items.** *Consultation with Attorney, 551.071*
- 16. Consultation with City Attorney and Deliberation of Real Property regarding legal and real estate issues related to potential civic sites.** *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*

The City Council met in Executive Session from 7:14 – 7:57 p.m.

Council Member Crow recused himself from Executive Session Agenda Item 16 and exited the chambers. An affidavit of potential conflict of interest is on file regarding his recusal.

No vote or action was taken during the Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 7:57 p.m.

## OPEN SESSION

A motion was made by Mayor Pro Tem Manassian to discuss and consider possible action regarding Executive Session Agenda Items 12 and 13. Council Member Crow seconded the motion which carried unanimously 5 to 0.

- 12. Consultation with City Attorney regarding legal issues related to coordination with the Dripping Springs Visitors Bureau.** *Consultation with City Attorney, 551.071*

A motion was made by Council Member Parks to direct People & Communications Director Lisa Sullivan and other staff to coordinate with the Visitors Bureau and explore future options related to the Bureau. Council Member Crow seconded the motion which carried unanimously 5 to 0.

**13. Consultation with City Attorney related to opioid lawsuits.** *Consultation with Attorney, 551.071*

A motion was made by Mayor Pro Tem to approve the resolution authorizing participation with the State of Texas through the Office of the Attorney General, in the latest opioid settlements and authorizing the Mayor to execute all related documents. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

**Filed as Resolution No. 2023-R13**

**UPCOMING MEETINGS**

**City Council & Board of Adjustment Meetings**

April 4, 2023, at 6:00 p.m. (CC & BOA)

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

May 2, 2023, at 6:00 p.m. (CC & BOA)

May 16, 2023, at 6:00 p.m. (CC)

**Board, Commission & Committee Meetings**

March 22, 2023, Economic Development Committee at 4:00 p.m.

March 23, 2023, Emergency Management Commission at 12:00 p.m.

March 27, 2023, Transportation Committee at 3:30 p.m.

March 27, 2023, Founders Day Commission at 6:30 p.m.

March 28, 2023, Planning & Zoning Commission at 6:00 p.m.

March 30, 2023, Farmers Market Committee at 10:00 a.m.

April 3, 2023, Parks & Recreation Commission at 6:00 p.m.

**ADJOURN**

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

This regular meeting adjourned at 7:59 p.m.

**APPROVED ON:** April 18, 2023

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Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary





**CITY COUNCIL WORKSHOP  
& REGULAR MEETING  
City of Dripping Springs  
Council Chambers, 511 Mercer St, Dripping Springs, TX  
Tuesday, April 04, 2023, at 6:00 PM**

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**MINUTES**

**CALL TO ORDER AND ROLL CALL**

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

**City Council Members present were:**

Mayor Bill Foulds, Jr.

Mayor Pro Tem Taline Manassian (*left meeting at 9:27 p.m.*)

Council Member Place 3 Geoffrey Tahuahua (*arrived at 7:59 p.m.*)

Council Member Place 4 Travis Crow

Council Member Place 5 Sherrie Parks

**Council Member absent was:**

Council Member Place 2 Wade King

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

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught

City Attorney Laura Mueller

City Treasurer Shawn Cox

People & Communications Director Lisa Sullivan

City Secretary Andrea Cunningham

IT Director Jason Weinstock

Planning Director Tory Carpenter

Parks & Community Services Director Andy Binz

Community Events Coordinator Johnna Krantz

Planning & Zoning Commission Chair Mim James

Transportation Consultant Leslie Pollack

**PLEDGE OF ALLEGIANCE**

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

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## WORKSHOP

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

1. **Public hearing and discussion of an Ordinance rezoning a 97.44-acre property to Planned Development District with a base zoning of SF-3 and GR, with 68.38-acres of residential uses, approximately 6.7-acres of commercial uses, and approximately 22.36-acres of open space, as amended by the ordinance language herein, for property located on U.S. 290 and north of the intersection of Drifting Wind Run commonly known as “Gateway Village”. Applicant: John Doucet, Doucet and Associates**
  - a. **Applicant Presentation** – Peter Verdicchio with SEC Planning gave a presentation which is on file.
  - b. **Staff Report** – Tory Carpenter presented the staff report which is on file. Laura Mueller spoke regarding associated agreements and reimbursements.
  - c. **Planning & Zoning Commission Report** – Chair James presented the report. The Commission recommended approval 6 to 0.
  - d. **Public Hearing** – No one spoke during the Public Hearing.
  - e. **Ordinance Discussion** – Leslie Pollack reviewed and answered questions regarding the transportation plan and parking. Ginger Faught discussed utilities, wastewater and LUEs related to the PDD. The City Council also discussed road construction, grading and cuts and fills.

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## CITY COUNCIL

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### PRESENTATION OF CITIZENS

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

No one spoke during Presentation Citizens.

## CONSENT AGENDA

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

Via unanimous consent, Consent Agenda items were considered separately.

### **2. Approval of the February 21, 2023, City Council regular meeting minutes.**

A motion was made by Council member Parks to approve the February 21, 2023, City Council regular meeting minutes. Mayor Pro Tem Manassian seconded the motion which carried 2 to 0 to 1, with Council Member Crow abstaining.

### **3. Approval of the March 21, 2023, City Council regular meeting minutes.**

Via unanimous consent, this item was postponed to April 18, 2023, City Council regular meeting for corrections.

### **4. Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Big Sky Subdivision Phase 1 Streets, Drainage, and Wastewater Improvements and Releasing a Construction Bond.**

A motion was made by Mayor Pro Tem Manassian to approve a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Big Sky Subdivision Phase 1 Streets, Drainage, and Wastewater Improvements and Releasing a Construction Bond. Council Member Parks seconded the motion which carried unanimously 3 to 0.

**Filed as Resolution No. 2023-R14**

## BUSINESS AGENDA

### **5. Presentation and consideration of approval of the City of Dripping Springs Fiscal Year 2021-2022 Audit.**

Shawn Cox introduced the item. Roger Tovar, Partner with Whitley Penn, presented the audit which is on file.

A motion was made by Mayor Pro Tem Manassian to approve the City of Dripping Springs Fiscal Year 2021-2022 Audit. Council Member Crow seconded the motion which carried unanimously 3 to 0.

**6. Public hearing and consideration of approval of an Ordinance regarding CUP2023-0001: an application for a Conditional Use Permit to allow a warehouse/office use at 27950 RR 12. Applicant: Jon Thompson**

- a. Applicant Presentation** – The applicant was not present.
- b. Staff Report** – Tory Carpenter presented the staff report which is on file. Staff recommends approval of the conditional use permit.
- c. Planning & Zoning Commission Report** – Chair James presented the report. The Commission recommended approval 6 to 0.
- d. Public Hearing** – No one spoke during the Public Hearing.
- e. Ordinance** – A motion was made by Council Member Crow to approve an Ordinance regarding CUP2023-0001: an application for a Conditional Use Permit to allow a warehouse/office use at 27950 RR 12 with the condition that Transportation Consultant Leslie Pollack review the site plan related to traffic. Council Member Parks seconded the motion which carried 2 to 1, with Mayor Pro Tem Manassian opposed.

**Filed as Ordinance No. 2023-11**

**7. Public hearing and consideration of approval of Ordinances annexing property and regarding ZA2023-0001: an application for a zoning map amendment from Agriculture (AG) to Commercial Services (CS) for approximately 5.02 acres out of the C. H. Mallot Survey located at 1300 E US 290. Applicant: Victor Ostiguin, Doucet & Associates**

- a. Applicant Presentation** – Applicant Victor Ostiguin was present and available for questions from the City Council.
- b. Staff Report** – Tory Carpenter presented the staff report which is on file. Staff recommends approval of the zoning amendment and annexation.
- c. Planning & Zoning Commission Report** – Chair James presented the report on the zoning amendment, as the Commission does not provide recommendations on annexations. The Commission recommended approval of the zoning amendment 6 to 0.
- d. Public Hearing** – No one spoke during the Public Hearing.

[Council Member Tahuahua entered the chambers and took his seat at the dais at 7:59 p.m.]

- e. Annexation Ordinance** – A motion was made by Mayor Pro Tem Manassian to approve an Ordinance annexing approximately 5.02 acres out of the C. H. Mallot Survey located at 1300 E US 290. Council Member Parks seconded the motion which carried unanimously 4 to 0.

**Filed as Ordinance No. 2023-12**

**f. Zoning Ordinance** – A motion was made by Mayor Pro Tem Manassian to approve an Ordinance regarding ZA2023-0001: an application for a zoning map amendment from Agriculture (AG) to Commercial Services (CS) for approximately 5.02 acres out of the C. H. Mallot Survey located at 1300 E US 290. Council Member Parks seconded the motion which carried unanimously 4 to 0.

**Filed as Ordinance No. 2023-13**

- 8. Discuss and consider approval of a Resolution of the City of Dripping Springs declaring a need for a regional housing authority within the city limits and authorizing an agreement with the Texas Housing Foundation.** *Sponsor: Mayor Pro Tem Taline Manassian.*

Mark Mayfield with the Texas Housing Foundation gave a presentation which is on file.

Laura Mueller's staff report is on file and staff recommends approval of the resolution and agreement.

A motion was made by Mayor Pro Tem Manassian to approve approval of a Resolution of the City of Dripping Springs declaring a need for a regional housing authority within the city limits and authorizing an agreement with the Texas Housing Foundation. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

**Filed as Resolution No. 2023-R15**

- 9. Discuss and consider approval of a Wastewater Facilities Agreement with Cuncashca, LLC.** *Sponsor: Mayor Bill Foulds, Jr.*

Ginger Faught presented the staff report which is on file. Staff recommends approval of the agreement.

A motion was made by Council Member Tahuahua to approve a Wastewater Facilities Agreement with Cuncashca, LLC. Mayor Pro Tem Manassian seconded the motion which carried unanimously 4 to 0.

- 10. Discuss and consider approval of a Special Event Permit Application requesting use of the Parking Lot at Founders Memorial Park on Saturday, April 29, 2023, from 6-10pm for a private event at The Pound House.** *Applicant: The Polkinghorn Group.*

Johnna Krantz presented the staff report which is on file. Staff and the Parks & Recreation Commission recommend approval of the application.

A motion was made by Council Member Parks to approve a Special Event Permit Application requesting use of the Parking Lot at Founders Memorial Park on Saturday, April 29, 2023, from 6-10pm for a private event at The Pound House. Council Member Crow seconded the motion which carried unanimously 4 to 0.

- 11. Discuss and consider approval of Parking Agreement between the City of Dripping Springs and Roxie's LLC for the use of the parking lot located at 299 Mercer Street for**

**the 2023 Founders Day Festival as an in-kind sponsorship.** *Sponsor: Council Member Sherrie Parks.*

Johnna Krantz presented the staff report which is on file. Staff and the Founders Day Commission recommend approval of the agreement.

A motion was made by Council Member Parks to approve a Parking Agreement between the City of Dripping Springs and Roxie's LLC for the use of the parking lot located at 299 Mercer Street for the 2023 Founders Day Festival as an in-kind sponsorship. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

- 12. Discuss and consider approval of the selection of a firm and authorization for staff to negotiate an agreement for the procurement of the Rathgeber Natural Resources Park Master Plan.** *Sponsor: Council Member Sherrie Parks.*

Andy Binz presented the staff report which is on file. Staff and the Parks & Recreation Commission recommend the selection of RVi Planning.

A motion was made by Mayor Pro Tem Manassian to approve of the selection of RVi Planning for the Rathgeber Natural Resources Park Master Plan project with authorization for staff to negotiate an agreement. Council Member Crow seconded the motion which carried unanimously 4 to 0.

- 13. Discuss and consider possible action of an Agreement and Related Documents regarding transition of the Dripping Springs Visitors Bureau.** *Sponsor: Mayor Bill Foulds, Jr.*

Laura Mueller gave a presentation which is on file. Staff recommends approval of the Terms Sheet so an agreement can be negotiated and brought back for final approval.

Action was taken on this item in Open Session after the Executive Session.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with Attorney and 551.074, Deliberation of Personnel Matters and regarding Executive Session Agenda Items 20 and 21.

- 20. Consultation with City Attorney regarding legal issues related to coordination with the Dripping Springs Visitors Bureau.** *Consultation with City Attorney, 551.071*
- 21. Consultation with Attorney and Deliberation of Personnel Matters regarding job descriptions, benefits, and compensation for the proposed Dripping Springs Visitors Bureau Director or Tourism and the Dripping Springs Visitors Bureau Brand Manager.** *Consultation with City Attorney, 551.071, Deliberation of Personnel Matters, 551.074*

The City Council met in Executive Session from 8:42 p.m. – 8:51 p.m.

No vote or action was taken during the Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 8:51 p.m.

## OPEN SESSION

Mayor Foulds, Jr. returned the meeting to Open Session and returned to Business Agenda item 13.

**13. Discuss and consider possible action of an Agreement and Related Documents regarding transition of the Dripping Springs Visitors Bureau.** *Sponsor: Mayor Bill Foulds, Jr.*

Mayor Foulds, Jr. opened a Public Hearing regarding this item.

Dripping Springs News Editor Madi Telschow spoke regarding the ongoing agreement with Visitors Bureau to produce the annual Visitors Guide for the Dripping Springs area.

Visitors Bureau Brand Manager Sam Larghe spoke regarding the Dripping with Taste ongoing project.

A motion was made Council Member Parks to approve the Terms Sheet and authorize staff to negotiate Agreement and Related Documents with the Visitors Bureau, which will be presented to the City Council for approval at future meeting. Council Member Crow seconded the motion which carried unanimously 4 to 0.

**14. Discuss and consider approval of Job Descriptions for Dripping Springs Visitors Bureau Director of Tourism and Dripping Springs Visitors Bureau Brand Manager, and authorization for the City Administrator to hire for the positions.** *Sponsor: Mayor Bill Foulds, Jr.*

Michelle Fischer's staff report is on file and staff recommends approval of the job descriptions and authorization to hire.

A motion was made by Mayor Pro Tem Manassian to approve Job Descriptions for Dripping Springs Visitors Bureau Director of Tourism and Dripping Springs Visitors Bureau Brand Manager, and authorization for the City Administrator to hire for the positions. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

## REPORTS

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

Report is on file and available for review upon request.

**15. Planning Department Report**

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551072, Deliberations about Real Property and regarding Executive Session Agenda Items 16 – 19. Council Member Tahuahua seconded the motion which carried unanimously 4 to 0.

## EXECUTIVE SESSION AGENDA

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

- 16. Consultation with attorney related to settlement of litigation related to code enforcement.** *Consultation with Attorney, 551.071*
- 17. Consultation with Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project and East Interceptor.** *Consultation with Attorney, 551.071; Deliberation of Real Property, 551.072*
- 18. Consultation with Attorney related to litigation regarding the South Regional Water Reclamation Project, Wastewater and Amendment 2 Permits, and related items.** *Consultation with Attorney, 551.071*
- 19. Consultation with Attorney and Deliberation of Real Property regarding legal and real estate issues related to potential civic sites and street extensions and expansions.** *Consultation with Attorney, 551.071; Deliberation Regarding Real Property, 551.072*
- 20. Consultation with City Attorney regarding legal issues related to coordination with the Dripping Springs Visitors Bureau.** *Consultation with City Attorney, 551.071*
- 21. Consultation with Attorney and Deliberation of Personnel Matters regarding job descriptions, benefits, and compensation for the proposed Dripping Springs Visitors Bureau Director or Tourism and the Dripping Springs Visitors Bureau Brand Manger.** *Consultation with City Attorney, 551.071, Deliberation of Personnel Matters, 551.074*

The City Council met in Executive Session from 8:58 p.m. – 9:31 p.m.

Mayor Pro Tem Manassian left the Executive Session at 9:27 p.m. and did not return to the meeting.

No vote or action was taken during Executive Session. Mayor Foulds, Jr. returned the meeting to Open Session at 9:31 p.m.

## UPCOMING MEETINGS

### City Council & Board of Adjustment Meetings

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

May 2, 2023, at 6:00 p.m. (CC & BOA)

May 16, 2023, at 6:00 p.m. (CC)

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

**Board, Commission & Committee Meetings**

- April 5, 2023, DSRP Board at 11:00 a.m.
- April 6, 2023, Historic Preservation Commission at 6:00 p.m.
- April 10, 2023, TIRZ No. 1 & No. 2 Board at 4:00 p.m.
- April 10, 2023, Founders Day Commission at 6:00 p.m.
- April 11, 2023, Planning & Zoning Commission at 6:00 p.m.
- April 12, 2023, Utility Commission at 4:00 p.m.

**ADJOURN**

A motion was made by Council Member Tahuahua to adjourn the meeting. Council Member Parks seconded the motion which carried unanimously 3 to 0.

This regular meeting adjourned at 9:31 p.m.

**APPROVED ON:** April 18, 2023

\_\_\_\_\_  
Bill Foulds, J., Mayor

**ATTEST:**

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



**DRIPPING SPRINGS**  
Texas

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

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

**Date:** April 18, 2022

**RE:** March 2023 City Treasurer's Report

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**General Fund:**

The General Fund received **\$1,955,361.89** in revenues for March. Year to date, 74.82% of FY 2023 revenues have been collected.

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

- 100-000-40000: Ad Valorem Tax - \$999,425.70 was received in property taxes in March. Through March 97.25% has been collected, totaling \$2,488,733.70.
- 100-000-40001: Sales Tax – \$337,593.52 was received in Sales Tax, of which \$254,712.92 is considered City Revenues and not allocated to either the Wastewater Fund or through agreements. This represents an increase of 4.68% over March 2022 collections. Through March, the City has collected 58.84% of the \$3,800,000.00 budgeted for FY 2023.
- 100-000-46002: Interest – Through March, \$50,891.80 has been collected in interest. This is \$891.80 more than was budgeted.
- 100-200-43000: Site Development Fees – A total of \$206,297.29 was collected in Site Development Fees in March. For FY 2023, the City budgeted to collect \$400,000.00. Through March, \$654,246.12 (163.56%) has been collected.

General Fund expenditures are in line with the adopted budget. Through March, there has been \$4,238,676.86 (32.87%) in General Fund Expenditures.

**Utility Fund:**

For March, **\$13,614.80** was collected in revenues from the Wastewater, Water & Operations divisions.

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

- 400-300-47009: Sales Tax – \$67,618.70 was collected in sales tax, but was not transferred from the General Fund before the end of the month. April's transfer will include March's total as well.

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

- 400-300-62019: Planning and Permitting – This line item is currently over budget by \$13,931.35, and will continue to be monitored. As these costs are related to our operations permits we are working with our engineer to watch these expenditures. A future budget amendment will be needed but is not expected to negatively affect the budget overall.
- 400-300-70003: Other Expenses – This line item is currently over budget by \$10,471.09. However, \$31,490.84 was paid to the Lower Colorado River Authority and will be reimbursed by the developers.



**DRIPPING SPRINGS**  
Texas

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

DSRP received **\$26,799.29** in revenues for March.

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

- 200-401-43012: Facility Rental Fees - \$18,160.00 was collected in rental fees for March.
- Primarily, the DSRP revenues come from CivicRec which deposits only into the General Fund. For March, there were significant contributions, which are being transferred from the General Fund to the DSRP. These totals will be shown in the April report.

DSRP expenditures are in line with the adopted budget.

**Banking:**

On March 31<sup>st</sup>, the City’s cash balance was **\$30.04 Million**. This is a 5.1% increase from the previous month’s cash balances. A total of **\$31,399.89** was collected in interest revenues for the month of March.





**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	2,559,204.88	2,559,204.88	999,425.70	2,488,733.70	-70,471.18	2.75 %
<a href="#">100-000-40001</a>	Sales Tax Revenue	3,800,000.00	3,800,000.00	337,593.52	2,236,105.68	-1,563,894.32	41.16 %
<a href="#">100-000-40002</a>	Mixed Beverage	75,000.00	75,000.00	7,616.32	49,279.35	-25,720.65	34.29 %
<a href="#">100-000-40006</a>	Ad Valorem Tax Penalty/Interest	4,000.00	4,000.00	1,787.04	2,388.97	-1,611.03	40.28 %
<a href="#">100-000-41000</a>	Solid Waste Franchise Fee	45,000.00	45,000.00	0.00	28,873.58	-16,126.42	35.84 %
<a href="#">100-000-42000</a>	Alcohol Permit Fees	6,852.50	6,852.50	287.50	4,562.50	-2,290.00	33.42 %
<a href="#">100-000-46001</a>	Other Revenues	40,000.00	40,000.00	35,218.46	584,746.84	544,746.84	1,461.87 %
<a href="#">100-000-46002</a>	Interest	50,000.00	50,000.00	12,764.13	50,891.80	891.80	101.78 %
<a href="#">100-000-46010</a>	CARES Act	0.00	0.00	0.00	-119.17	-119.17	0.00 %
<a href="#">100-000-47001</a>	Transfer from DSRP	10,400.00	10,400.00	0.00	0.00	-10,400.00	100.00 %
<a href="#">100-000-47005</a>	Transfer from HOT Fund	2,404.33	2,404.33	0.00	0.00	-2,404.33	100.00 %
<a href="#">100-000-47010</a>	Transfer from Wastewater Fund	4,066.66	4,066.66	0.00	0.00	-4,066.66	100.00 %
<a href="#">100-000-47013</a>	Transfer From TIRZ	0.00	0.00	0.00	194,000.00	194,000.00	0.00 %
<b>Department: 000 - Undesignated Total:</b>		<b>6,596,928.37</b>	<b>6,596,928.37</b>	<b>1,394,692.67</b>	<b>5,639,463.25</b>	<b>-957,465.12</b>	<b>14.51%</b>
<b>Department: 103 - Courts</b>							
<a href="#">100-103-43028</a>	Muni Court Fines/Special Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
<b>Department: 103 - Courts Total:</b>		<b>1,000.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-1,000.00</b>	<b>100.00%</b>
<b>Department: 200 - Planning &amp; Development</b>							
<a href="#">100-200-42001</a>	Health Permits/Inspections	75,000.00	75,000.00	6,800.00	50,055.00	-24,945.00	33.26 %
<a href="#">100-200-43000</a>	Site Development Fees	400,000.00	400,000.00	206,297.29	654,246.12	254,246.12	163.56 %
<a href="#">100-200-43002</a>	Zoning Fees	65,000.00	65,000.00	4,400.00	28,590.00	-36,410.00	56.02 %
<a href="#">100-200-43030</a>	Subdivision Fees	890,750.00	890,750.00	73,792.97	227,830.42	-662,919.58	74.42 %
<b>Department: 200 - Planning &amp; Development Total:</b>		<b>1,430,750.00</b>	<b>1,430,750.00</b>	<b>291,290.26</b>	<b>960,721.54</b>	<b>-470,028.46</b>	<b>32.85%</b>
<b>Department: 201 - Building</b>							
<a href="#">100-201-42007</a>	Sign Permits	0.00	0.00	1,375.00	10,910.00	10,910.00	0.00 %
<a href="#">100-201-43029</a>	Fire Inspections	50,000.00	50,000.00	22,010.16	66,722.52	16,722.52	133.45 %
<a href="#">100-201-43031</a>	Building Code Fees	1,500,000.00	1,500,000.00	200,679.30	853,036.39	-646,963.61	43.13 %
<b>Department: 201 - Building Total:</b>		<b>1,550,000.00</b>	<b>1,550,000.00</b>	<b>224,064.46</b>	<b>930,668.91</b>	<b>-619,331.09</b>	<b>39.96%</b>
<b>Department: 400 - Parks &amp; Recreation</b>							
<a href="#">100-400-44000</a>	Sponsorships & Donations	5,000.00	5,000.00	0.00	4,840.00	-160.00	3.20 %
<a href="#">100-400-44001</a>	Community Service Fees	1,800.00	1,800.00	70.00	470.00	-1,330.00	73.89 %
<a href="#">100-400-44002</a>	Program & Event Fees	8,000.00	8,000.00	6,487.00	7,935.25	-64.75	0.81 %
<a href="#">100-400-44004</a>	Park Rental Income	5,950.00	5,950.00	1,280.00	1,918.00	-4,032.00	67.76 %
<a href="#">100-400-47002</a>	Transfer from Parkland Dedication	107,000.00	107,000.00	0.00	0.00	-107,000.00	100.00 %
<a href="#">100-400-47003</a>	Transfer from Landscaping Fund	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00 %
<a href="#">100-400-47005</a>	Transfer from HOT Fund	167,000.00	167,000.00	0.00	0.00	-167,000.00	100.00 %
<a href="#">100-400-47007</a>	Transfer from General Fund	160,570.49	160,570.49	0.00	0.00	-160,570.49	100.00 %
<b>Department: 400 - Parks &amp; Recreation Total:</b>		<b>456,320.49</b>	<b>456,320.49</b>	<b>7,837.00</b>	<b>15,163.25</b>	<b>-441,157.24</b>	<b>96.68%</b>
<b>Department: 402 - Aquatics</b>							
<a href="#">100-402-44003</a>	Aquatic Fees	29,400.00	29,400.00	1,956.50	3,356.50	-26,043.50	88.58 %
<a href="#">100-402-44004</a>	Park Rental Income	16,950.00	16,950.00	96.00	96.00	-16,854.00	99.43 %
<b>Department: 402 - Aquatics Total:</b>		<b>46,350.00</b>	<b>46,350.00</b>	<b>2,052.50</b>	<b>3,452.50</b>	<b>-42,897.50</b>	<b>92.55%</b>
<b>Department: 404 - Founders Day</b>							
<a href="#">100-404-45000</a>	FD Craft/Business Booths	6,250.00	6,250.00	-2,760.00	18,425.00	12,175.00	294.80 %
<a href="#">100-404-45001</a>	FD Food Booths	1,100.00	1,100.00	0.00	0.00	-1,100.00	100.00 %
<a href="#">100-404-45002</a>	FD BBQ Cooker Registration Fees	4,600.00	4,600.00	0.00	0.00	-4,600.00	100.00 %
<a href="#">100-404-45003</a>	FD Carnival	10,000.00	10,000.00	0.00	0.00	-10,000.00	100.00 %

		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	3,750.00	3,750.00	3,685.00	3,685.00	-65.00	1.73 %
<a href="#">100-404-45005</a>	FD Sponsorships	82,500.00	82,500.00	34,500.00	56,000.00	-26,500.00	32.12 %
<a href="#">100-404-45006</a>	FD Parking Fees	1,700.00	1,700.00	0.00	0.00	-1,700.00	100.00 %
<a href="#">100-404-45007</a>	FD Electric Fees	3,000.00	3,000.00	0.00	20.00	-2,980.00	99.33 %
<b>Department: 404 - Founders Day Total:</b>		<b>112,900.00</b>	<b>112,900.00</b>	<b>35,425.00</b>	<b>78,130.00</b>	<b>-34,770.00</b>	<b>30.80%</b>
<b>Revenue Total:</b>		<b>10,194,248.86</b>	<b>10,194,248.86</b>	<b>1,955,361.89</b>	<b>7,627,599.45</b>	<b>-2,566,649.41</b>	<b>25.18%</b>
<b>Expense</b>							
<b>Department: 000 - Undesignated</b>							
<a href="#">100-000-60000</a>	Salaries	2,624,223.34	2,624,223.34	0.00	0.00	2,624,223.34	100.00 %
<a href="#">100-000-61000</a>	Health Insurance	278,376.89	278,376.89	0.00	164,150.22	114,226.67	41.03 %
<a href="#">100-000-61005</a>	Federal Withholding	209,825.09	209,825.09	0.00	0.00	209,825.09	100.00 %
<a href="#">100-000-61006</a>	TMRS	156,944.31	156,944.31	0.00	0.00	156,944.31	100.00 %
<a href="#">100-000-62009</a>	Human Resources Consultant	15,000.00	15,000.00	0.00	4,906.25	10,093.75	67.29 %
<a href="#">100-000-63004</a>	Dues, Fees & Subscriptions	41,337.95	41,337.95	9,294.81	13,533.49	27,804.46	67.26 %
<a href="#">100-000-63005</a>	Training/Continuing Education	92,892.04	92,892.04	8,034.50	33,580.45	59,311.59	63.85 %
<a href="#">100-000-64000</a>	Office Supplies	30,000.00	30,000.00	2,356.14	15,446.06	14,553.94	48.51 %
<a href="#">100-000-64004</a>	Office Furniture and Equipment	6,000.00	6,000.00	349.96	4,976.75	1,023.25	17.05 %
<a href="#">100-000-66002</a>	Postage & Shipping	3,200.00	3,200.00	36.24	1,542.86	1,657.14	51.79 %
<a href="#">100-000-68004</a>	Animal Control	3,400.00	3,400.00	3,400.00	3,400.00	0.00	0.00 %
<a href="#">100-000-69002</a>	Economic Development	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<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	860.54	3,057.56	6,942.44	69.42 %
<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	355,961.65	355,961.65	0.00	0.00	355,961.65	100.00 %
<a href="#">100-000-90005</a>	Transfer to DSRP	275,884.04	275,884.04	0.00	0.00	275,884.04	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	70,326.00	70,326.00	0.00	0.00	70,326.00	100.00 %
<a href="#">100-000-90015</a>	Transfer to Farmers Marke	15,249.56	15,249.56	0.00	0.00	15,249.56	100.00 %
<b>Department: 000 - Undesignated Total:</b>		<b>5,045,620.87</b>	<b>5,045,620.87</b>	<b>24,332.19</b>	<b>244,593.64</b>	<b>4,801,027.23</b>	<b>95.15%</b>
<b>Department: 100 - City Council/Boards &amp; Commissions</b>							
<a href="#">100-100-64003</a>	Uniforms	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<a href="#">100-100-69000</a>	Family Violence Center	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
<a href="#">100-100-69008</a>	Land Acquisition	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<b>Department: 100 - City Council/Boards &amp; Commissions Total:</b>		<b>18,500.00</b>	<b>18,500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,500.00</b>	<b>100.00%</b>
<b>Department: 101 - City Administrators Office</b>							
<a href="#">100-101-60000</a>	Regular Employees	0.00	0.00	36,655.37	233,875.89	-233,875.89	0.00 %
<a href="#">100-101-60002</a>	Overtime	0.00	0.00	41.38	125.93	-125.93	0.00 %
<a href="#">100-101-61000</a>	Health Insurance	0.00	0.00	1,799.84	9,943.30	-9,943.30	0.00 %
<a href="#">100-101-61001</a>	Dental Insurance	0.00	0.00	138.96	799.02	-799.02	0.00 %
<a href="#">100-101-61002</a>	Medicare	0.00	0.00	495.41	3,153.62	-3,153.62	0.00 %
<a href="#">100-101-61003</a>	Social Security	0.00	0.00	2,118.28	10,761.30	-10,761.30	0.00 %
<a href="#">100-101-61004</a>	Unemployment	0.00	0.00	78.28	527.71	-527.71	0.00 %
<a href="#">100-101-61006</a>	TMRS	0.00	0.00	2,223.81	13,977.69	-13,977.69	0.00 %
<b>Department: 101 - City Administrators Office Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>43,551.33</b>	<b>273,164.46</b>	<b>-273,164.46</b>	<b>0.00%</b>
<b>Department: 102 - City Secretary</b>							
<a href="#">100-102-60000</a>	Regular Employees	0.00	0.00	9,981.94	50,702.63	-50,702.63	0.00 %
<a href="#">100-102-60001</a>	Part-time Employees	0.00	0.00	1,010.00	7,872.05	-7,872.05	0.00 %
<a href="#">100-102-60002</a>	Overtime	0.00	0.00	102.25	405.43	-405.43	0.00 %
<a href="#">100-102-61000</a>	Health Insurance	0.00	0.00	1,185.62	4,482.95	-4,482.95	0.00 %
<a href="#">100-102-61001</a>	Dental Insurance	0.00	0.00	69.48	260.55	-260.55	0.00 %
<a href="#">100-102-61002</a>	Medicare	0.00	0.00	150.94	838.97	-838.97	0.00 %
<a href="#">100-102-61003</a>	Social Security	0.00	0.00	645.36	3,587.26	-3,587.26	0.00 %
<a href="#">100-102-61004</a>	Unemployment	0.00	0.00	74.13	330.54	-330.54	0.00 %
<a href="#">100-102-61006</a>	TMRS	0.00	0.00	611.09	3,059.54	-3,059.54	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 %
<a href="#">100-102-62018</a>	Code Publication	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="#">100-102-64003</a>	0.00	0.00	45.00	45.00	-45.00	0.00 %
<a href="#">100-102-66003</a>	6,000.00	6,000.00	1,014.50	2,848.38	3,151.62	52.53 %
<a href="#">100-102-69003</a>	1,220.00	1,220.00	60.00	360.00	860.00	70.49 %
<a href="#">100-102-70001</a>	0.00	0.00	0.00	32.50	-32.50	0.00 %
<b>Department: 102 - City Secretary Total:</b>	<b>23,220.00</b>	<b>23,220.00</b>	<b>14,950.31</b>	<b>74,825.80</b>	<b>-51,605.80</b>	<b>-222.25%</b>
<b>Department: 103 - Courts</b>						
<a href="#">100-103-60001</a>	0.00	0.00	446.25	3,264.39	-3,264.39	0.00 %
<a href="#">100-103-61002</a>	0.00	0.00	6.48	47.35	-47.35	0.00 %
<a href="#">100-103-61003</a>	0.00	0.00	27.67	202.39	-202.39	0.00 %
<a href="#">100-103-61004</a>	0.00	0.00	7.14	52.25	-52.25	0.00 %
<a href="#">100-103-62003</a>	15,500.00	15,500.00	500.00	4,110.00	11,390.00	73.48 %
<b>Department: 103 - Courts Total:</b>	<b>15,500.00</b>	<b>15,500.00</b>	<b>987.54</b>	<b>7,676.38</b>	<b>7,823.62</b>	<b>50.47%</b>
<b>Department: 104 - City Attorney</b>						
<a href="#">100-104-60000</a>	0.00	0.00	12,269.21	79,684.58	-79,684.58	0.00 %
<a href="#">100-104-60001</a>	0.00	0.00	180.00	285.00	-285.00	0.00 %
<a href="#">100-104-61000</a>	0.00	0.00	600.48	3,903.12	-3,903.12	0.00 %
<a href="#">100-104-61001</a>	0.00	0.00	34.74	225.81	-225.81	0.00 %
<a href="#">100-104-61002</a>	0.00	0.00	172.20	1,105.46	-1,105.46	0.00 %
<a href="#">100-104-61003</a>	0.00	0.00	736.24	4,726.64	-4,726.64	0.00 %
<a href="#">100-104-61004</a>	0.00	0.00	2.88	148.56	-148.56	0.00 %
<a href="#">100-104-61006</a>	0.00	0.00	743.52	4,760.29	-4,760.29	0.00 %
<a href="#">100-104-62003</a>	55,800.00	55,800.00	4,975.06	13,909.57	41,890.43	75.07 %
<a href="#">100-104-69004</a>	60,000.00	60,000.00	0.00	20,000.00	40,000.00	66.67 %
<b>Department: 104 - City Attorney Total:</b>	<b>115,800.00</b>	<b>115,800.00</b>	<b>19,714.33</b>	<b>128,749.03</b>	<b>-12,949.03</b>	<b>-11.18%</b>
<b>Department: 105 - Communications</b>						
<a href="#">100-105-60000</a>	0.00	0.00	11,687.74	62,163.58	-62,163.58	0.00 %
<a href="#">100-105-61000</a>	0.00	0.00	1,206.48	4,617.36	-4,617.36	0.00 %
<a href="#">100-105-61001</a>	0.00	0.00	69.48	260.55	-260.55	0.00 %
<a href="#">100-105-61002</a>	0.00	0.00	168.74	896.62	-896.62	0.00 %
<a href="#">100-105-61003</a>	0.00	0.00	721.48	3,833.65	-3,833.65	0.00 %
<a href="#">100-105-61004</a>	0.00	0.00	55.38	282.46	-282.46	0.00 %
<a href="#">100-105-61006</a>	0.00	0.00	708.28	3,721.02	-3,721.02	0.00 %
<a href="#">100-105-66000</a>	6,625.00	6,625.00	0.00	0.00	6,625.00	100.00 %
<a href="#">100-105-66005</a>	5,200.00	5,200.00	194.24	270.53	4,929.47	94.80 %
<b>Department: 105 - Communications Total:</b>	<b>11,825.00</b>	<b>11,825.00</b>	<b>14,811.82</b>	<b>76,045.77</b>	<b>-64,220.77</b>	<b>-543.09%</b>
<b>Department: 106 - IT</b>						
<a href="#">100-106-60000</a>	0.00	0.00	5,487.01	35,582.09	-35,582.09	0.00 %
<a href="#">100-106-61000</a>	0.00	0.00	608.68	3,665.94	-3,665.94	0.00 %
<a href="#">100-106-61001</a>	0.00	0.00	34.74	208.44	-208.44	0.00 %
<a href="#">100-106-61002</a>	0.00	0.00	79.42	515.09	-515.09	0.00 %
<a href="#">100-106-61003</a>	0.00	0.00	339.60	2,202.52	-2,202.52	0.00 %
<a href="#">100-106-61004</a>	0.00	0.00	0.00	144.01	-144.01	0.00 %
<a href="#">100-106-61006</a>	0.00	0.00	332.52	2,125.71	-2,125.71	0.00 %
<a href="#">100-106-64001</a>	105,890.00	113,690.00	4,617.43	56,513.04	57,176.96	50.29 %
<a href="#">100-106-64002</a>	218,759.00	265,318.00	24,912.50	134,488.44	130,829.56	49.31 %
<a href="#">100-106-65000</a>	36,830.84	36,830.84	3,131.07	14,789.69	22,041.15	59.84 %
<b>Department: 106 - IT Total:</b>	<b>361,479.84</b>	<b>415,838.84</b>	<b>39,542.97</b>	<b>250,234.97</b>	<b>165,603.87</b>	<b>39.82%</b>
<b>Department: 107 - Finance</b>						
<a href="#">100-107-60000</a>	0.00	0.00	15,921.12	103,567.54	-103,567.54	0.00 %
<a href="#">100-107-60002</a>	0.00	0.00	159.82	252.65	-252.65	0.00 %
<a href="#">100-107-61000</a>	0.00	0.00	1,781.68	11,576.18	-11,576.18	0.00 %
<a href="#">100-107-61001</a>	0.00	0.00	104.22	677.43	-677.43	0.00 %
<a href="#">100-107-61002</a>	0.00	0.00	216.72	1,343.54	-1,343.54	0.00 %
<a href="#">100-107-61003</a>	0.00	0.00	926.65	5,744.60	-5,744.60	0.00 %
<a href="#">100-107-61004</a>	0.00	0.00	32.59	431.99	-431.99	0.00 %
<a href="#">100-107-61006</a>	0.00	0.00	974.49	6,201.95	-6,201.95	0.00 %
<a href="#">100-107-62001</a>	35,000.00	35,000.00	35,000.00	35,000.00	0.00	0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining	
<a href="#">100-107-64003</a>	Uniforms	300.00	300.00	0.00	300.00	100.00 %	
<a href="#">100-107-67000</a>	TML Liability Insurance	25,000.00	25,000.00	0.00	10,125.00	59.50 %	
<a href="#">100-107-67001</a>	TML Property Insurance	41,000.00	41,000.00	0.00	23,201.00	43.41 %	
<a href="#">100-107-67002</a>	TML Workmen's Comp Insurance	25,000.00	25,000.00	0.00	36,411.50	-45.65 %	
<a href="#">100-107-70001</a>	Mileage	0.00	0.00	137.21	157.69	0.00 %	
<a href="#">100-107-90003</a>	Transfer to Wastewater Utility Fund	760,000.00	760,000.00	0.00	379,702.43	50.04 %	
<a href="#">100-107-90004</a>	SPA & ECO D Transfers	218,880.00	218,880.00	0.00	66,513.42	69.61 %	
<b>Department: 107 - Finance Total:</b>		<b>1,105,180.00</b>	<b>1,105,180.00</b>	<b>55,254.50</b>	<b>680,906.92</b>	<b>424,273.08</b>	<b>38.39%</b>
<b>Department: 200 - Planning &amp; Development</b>							
<a href="#">100-200-60000</a>	Regular Employees	0.00	0.00	13,388.16	103,472.26	-103,472.26	0.00 %
<a href="#">100-200-60002</a>	Overtime	0.00	0.00	15.75	15.75	-15.75	0.00 %
<a href="#">100-200-61000</a>	Health Insurance	0.00	0.00	1,214.24	9,617.89	-9,617.89	0.00 %
<a href="#">100-200-61001</a>	Dental Insurance	0.00	0.00	69.48	555.84	-555.84	0.00 %
<a href="#">100-200-61002</a>	Medicare	0.00	0.00	186.60	1,449.80	-1,449.80	0.00 %
<a href="#">100-200-61003</a>	Social Security	0.00	0.00	797.87	6,199.14	-6,199.14	0.00 %
<a href="#">100-200-61004</a>	Unemployment	0.00	0.00	17.47	301.69	-301.69	0.00 %
<a href="#">100-200-61006</a>	TMRS	0.00	0.00	812.28	6,170.55	-6,170.55	0.00 %
<a href="#">100-200-62002</a>	Engineering & Surveying	70,000.00	70,000.00	0.00	0.00	70,000.00	100.00 %
<a href="#">100-200-62005</a>	Health Inspector	50,000.00	50,000.00	4,446.79	40,156.63	9,843.37	19.69 %
<a href="#">100-200-62006</a>	Architectural & Landscape Consulta	5,000.00	5,000.00	62.50	2,250.00	2,750.00	55.00 %
<a href="#">100-200-62007</a>	Historic District Consultant	3,500.00	3,500.00	687.50	2,687.50	812.50	23.21 %
<a href="#">100-200-62010</a>	Miscellaneous Consultant	250,000.00	250,000.00	21,441.17	74,932.10	175,067.90	70.03 %
<a href="#">100-200-64003</a>	Uniforms	0.00	0.00	0.00	452.00	-452.00	0.00 %
<a href="#">100-200-70001</a>	Mileage	0.00	0.00	0.00	55.35	-55.35	0.00 %
<b>Department: 200 - Planning &amp; Development Total:</b>		<b>378,500.00</b>	<b>378,500.00</b>	<b>43,139.81</b>	<b>248,316.50</b>	<b>130,183.50</b>	<b>34.39%</b>
<b>Department: 201 - Building</b>							
<a href="#">100-201-60000</a>	Regular Employees	0.00	0.00	26,613.49	144,812.76	-144,812.76	0.00 %
<a href="#">100-201-60002</a>	Overtime	0.00	0.00	1,499.29	3,052.01	-3,052.01	0.00 %
<a href="#">100-201-61000</a>	Health Insurance	0.00	0.00	3,547.50	17,707.72	-17,707.72	0.00 %
<a href="#">100-201-61001</a>	Dental Insurance	0.00	0.00	208.44	1,037.86	-1,037.86	0.00 %
<a href="#">100-201-61002</a>	Medicare	0.00	0.00	403.10	2,121.10	-2,121.10	0.00 %
<a href="#">100-201-61003</a>	Social Security	0.00	0.00	1,723.65	9,069.83	-9,069.83	0.00 %
<a href="#">100-201-61004</a>	Unemployment	0.00	0.00	73.71	985.82	-985.82	0.00 %
<a href="#">100-201-61006</a>	TMRS	0.00	0.00	1,703.62	8,795.88	-8,795.88	0.00 %
<a href="#">100-201-62004</a>	Bldg. Inspector	750,000.00	750,000.00	53,187.66	447,539.02	302,460.98	40.33 %
<a href="#">100-201-62008</a>	Lighting Consultant	1,000.00	1,000.00	550.00	2,062.50	-1,062.50	-106.25 %
<a href="#">100-201-62014</a>	FireInspector	40,000.00	40,000.00	0.00	22,977.41	17,022.59	42.56 %
<a href="#">100-201-64003</a>	Uniforms	1,700.00	1,700.00	0.00	1,771.17	-71.17	-4.19 %
<a href="#">100-201-64008</a>	Fuel	0.00	0.00	0.00	65.81	-65.81	0.00 %
<a href="#">100-201-70001</a>	Mileage	0.00	0.00	0.00	218.56	-218.56	0.00 %
<b>Department: 201 - Building Total:</b>		<b>792,700.00</b>	<b>792,700.00</b>	<b>89,510.46</b>	<b>662,217.45</b>	<b>130,482.55</b>	<b>16.46%</b>
<b>Department: 300 - Wastewater</b>							
<a href="#">100-300-60000</a>	Regular Employees	0.00	0.00	7,046.16	56,779.77	-56,779.77	0.00 %
<a href="#">100-300-60002</a>	Overtime	0.00	0.00	0.00	381.23	-381.23	0.00 %
<a href="#">100-300-60003</a>	On Call Pay	0.00	0.00	200.00	1,600.00	-1,600.00	0.00 %
<a href="#">100-300-61000</a>	Health Insurance	0.00	0.00	598.66	5,174.11	-5,174.11	0.00 %
<a href="#">100-300-61001</a>	Dental Insurance	0.00	0.00	34.74	299.63	-299.63	0.00 %
<a href="#">100-300-61002</a>	Medicare	0.00	0.00	96.46	790.51	-790.51	0.00 %
<a href="#">100-300-61003</a>	Social Security	0.00	0.00	412.44	3,380.12	-3,380.12	0.00 %
<a href="#">100-300-61004</a>	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
<a href="#">100-300-61006</a>	TMRS	0.00	0.00	439.12	3,504.45	-3,504.45	0.00 %
<a href="#">100-300-64003</a>	Uniforms	2,360.00	2,360.00	0.00	1,575.13	784.87	33.26 %
<a href="#">100-300-71001</a>	Transportation Improvement Proje	1,096,332.00	1,096,332.00	13,786.26	171,998.26	924,333.74	84.31 %
<b>Department: 300 - Wastewater Total:</b>		<b>1,098,692.00</b>	<b>1,098,692.00</b>	<b>22,613.84</b>	<b>245,627.21</b>	<b>853,064.79</b>	<b>77.64%</b>
<b>Department: 304 - Maintenance</b>							
<a href="#">100-304-60000</a>	Regular Employees	0.00	0.00	24,999.60	155,121.06	-155,121.06	0.00 %
<a href="#">100-304-60002</a>	Overtime	0.00	0.00	367.71	3,955.16	-3,955.16	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-304-60003</a>	On Call Pay	0.00	0.00	800.00	5,200.00	-5,200.00	0.00 %
<a href="#">100-304-61000</a>	Health Insurance	0.00	0.00	3,550.88	21,320.55	-21,320.55	0.00 %
<a href="#">100-304-61001</a>	Dental Insurance	0.00	0.00	208.44	1,249.67	-1,249.67	0.00 %
<a href="#">100-304-61002</a>	Medicare	0.00	0.00	370.67	2,324.76	-2,324.76	0.00 %
<a href="#">100-304-61003</a>	Social Security	0.00	0.00	1,584.98	9,940.55	-9,940.55	0.00 %
<a href="#">100-304-61004</a>	Unemployment	0.00	0.00	59.72	941.29	-941.29	0.00 %
<a href="#">100-304-61006</a>	TMRS	0.00	0.00	1,585.73	9,818.22	-9,818.22	0.00 %
<a href="#">100-304-62305</a>	Vandalism Repairs	0.00	0.00	0.00	-3,141.85	3,141.85	0.00 %
<a href="#">100-304-63000</a>	Office Maintenance/Repairs	18,510.00	18,510.00	1,193.76	5,999.34	12,510.66	67.59 %
<a href="#">100-304-63001</a>	Equipment Maintenance	5,500.00	5,500.00	0.00	37.98	5,462.02	99.31 %
<a href="#">100-304-63002</a>	Fleet Maintenance	44,180.00	44,180.00	10,149.89	20,877.81	23,302.19	52.74 %
<a href="#">100-304-63008</a>	Stephenson Building & Lawn Maint	6,000.00	6,000.00	48.95	127.65	5,872.35	97.87 %
<a href="#">100-304-63009</a>	Street/ROW Maintenance	204,050.00	204,050.00	136.16	58,154.35	145,895.65	71.50 %
<a href="#">100-304-63018</a>	Triangle/Veterans Park Maintenan	0.00	0.00	0.00	247.42	-247.42	0.00 %
<a href="#">100-304-63023</a>	General Maintenance	0.00	0.00	53.65	53.65	-53.65	0.00 %
<a href="#">100-304-64003</a>	Uniforms	12,320.00	12,320.00	237.46	1,767.45	10,552.55	85.65 %
<a href="#">100-304-64006</a>	Fleet Acquisition	50,000.00	50,000.00	-1,016.50	35,758.86	14,241.14	28.48 %
<a href="#">100-304-64009</a>	Maintenance Equipment	97,500.00	97,500.00	46,783.89	47,092.34	50,407.66	51.70 %
<a href="#">100-304-64010</a>	Maintenance Supplies	5,100.00	5,100.00	194.68	2,069.33	3,030.67	59.42 %
<a href="#">100-304-65001</a>	Street Electricity	20,000.00	20,000.00	1,591.33	7,679.78	12,320.22	61.60 %
<a href="#">100-304-65002</a>	City Streets Water	4,000.00	4,000.00	240.31	1,409.29	2,590.71	64.77 %
<a href="#">100-304-65003</a>	Office Electricity	5,500.00	5,500.00	472.87	2,202.18	3,297.82	59.96 %
<a href="#">100-304-65004</a>	Office Water	650.00	650.00	82.34	209.58	440.42	67.76 %
<a href="#">100-304-65005</a>	Stephenson Bldg Electric	1,500.00	1,500.00	76.50	382.78	1,117.22	74.48 %
<a href="#">100-304-65006</a>	Stephenson Water	500.00	500.00	35.18	176.36	323.64	64.73 %
<a href="#">100-304-65009</a>	Triangle Electric	0.00	0.00	38.25	191.25	-191.25	0.00 %
<a href="#">100-304-69001</a>	Lighting Compliance	2,000.00	2,000.00	0.00	240.00	1,760.00	88.00 %
<a href="#">100-304-69006</a>	Stephenson Bldg Improvements	210,000.00	210,000.00	0.00	4,962.50	205,037.50	97.64 %
<a href="#">100-304-69010</a>	Downtown Bathroom	200,000.00	200,000.00	0.00	0.00	200,000.00	100.00 %
<a href="#">100-304-69011</a>	City Hall Planning	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
<a href="#">100-304-71002</a>	Street Improvements	693,707.99	693,707.99	0.00	175,264.47	518,443.52	74.74 %
<a href="#">100-304-71003</a>	City Hall Improvements	500,000.00	500,000.00	0.00	7,835.50	492,164.50	98.43 %
<b>Department: 304 - Maintenance Total:</b>		<b>2,111,017.99</b>	<b>2,111,017.99</b>	<b>93,846.45</b>	<b>579,469.28</b>	<b>1,531,548.71</b>	<b>72.55%</b>
<b>Department: 400 - Parks &amp; Recreation</b>							
<a href="#">100-400-60000</a>	Regular Employees	0.00	0.00	11,566.38	70,334.82	-70,334.82	0.00 %
<a href="#">100-400-60001</a>	Part-time Employees	13,400.00	13,400.00	0.00	0.00	13,400.00	100.00 %
<a href="#">100-400-60005</a>	Camp Staff	0.00	0.00	592.20	2,769.32	-2,769.32	0.00 %
<a href="#">100-400-61000</a>	Health Insurance	0.00	0.00	610.86	2,062.73	-2,062.73	0.00 %
<a href="#">100-400-61001</a>	Dental Insurance	0.00	0.00	34.74	111.54	-111.54	0.00 %
<a href="#">100-400-61002</a>	Medicare	0.00	0.00	175.49	1,057.42	-1,057.42	0.00 %
<a href="#">100-400-61003</a>	Social Security	0.00	0.00	750.32	4,521.17	-4,521.17	0.00 %
<a href="#">100-400-61004</a>	Unemployment	0.00	0.00	32.84	310.01	-310.01	0.00 %
<a href="#">100-400-61006</a>	TMRS	0.00	0.00	700.92	4,204.60	-4,204.60	0.00 %
<a href="#">100-400-62011</a>	Park Consultant	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">100-400-63004</a>	Dues, Fees & Subscriptions	1,464.50	1,464.50	0.00	459.56	1,004.94	68.62 %
<a href="#">100-400-63010</a>	Sports & Rec Park Lawn Mainten	0.00	0.00	0.00	1,170.00	-1,170.00	0.00 %
<a href="#">100-400-63011</a>	Founders Park Lawn Maintenance	0.00	0.00	0.00	1,520.00	-1,520.00	0.00 %
<a href="#">100-400-63012</a>	Charro Ranch Landscaping	0.00	0.00	0.00	1,320.00	-1,320.00	0.00 %
<a href="#">100-400-63013</a>	General Parks Maintenance	1,000.00	1,000.00	34.88	222.19	777.81	77.78 %
<a href="#">100-400-63015</a>	Founders Park/Pool Maintenance	50,740.00	50,740.00	0.00	2,632.24	48,107.76	94.81 %
<a href="#">100-400-63016</a>	Sports & Rec Park Maintenance	31,420.00	31,420.00	91.44	176.24	31,243.76	99.44 %
<a href="#">100-400-63017</a>	Charro Ranch Park Maintenance	7,250.00	7,250.00	0.00	222.57	7,027.43	96.93 %
<a href="#">100-400-63018</a>	Triangle/Veterans Park Maintenan	700.00	700.00	18.94	18.94	681.06	97.29 %
<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	900.00	900.00	310.00	978.69	-78.69	-8.74 %
<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	375.42	1,962.36	6,587.64	77.05 %
<a href="#">100-400-64012</a>	Charro Ranch Supplies	1,500.00	1,500.00	0.00	1,237.72	262.28	17.49 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-400-64013</a>	Founders Park/Pool Supplies	0.00	0.00	5,722.60	5,782.59	-5,782.59	0.00 %
<a href="#">100-400-64014</a>	Sports & Rec Park Supplies	400.00	400.00	0.00	0.00	400.00	100.00 %
<a href="#">100-400-64015</a>	Park Program & Event Supplies	20,050.00	20,050.00	12.46	8,623.65	11,426.35	56.99 %
<a href="#">100-400-65007</a>	Portable Toilets	7,250.00	7,250.00	605.00	3,200.00	4,050.00	55.86 %
<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	1,000.00	1,000.00	35.18	175.90	824.10	82.41 %
<a href="#">100-400-65011</a>	Sports & Rec Park Water	13,000.00	13,000.00	1,740.96	11,043.55	1,956.45	15.05 %
<a href="#">100-400-65012</a>	Sports & Rec Park Electricity	2,500.00	2,500.00	812.33	1,228.30	1,271.70	50.87 %
<a href="#">100-400-65014</a>	Founders Park/Pool Electricity	0.00	0.00	476.57	2,892.98	-2,892.98	0.00 %
<a href="#">100-400-66001</a>	Advertising	11,250.00	11,250.00	284.20	958.86	10,291.14	91.48 %
<a href="#">100-400-66004</a>	City Sponsored Events	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-400-70003</a>	Other Expenses	11,500.00	11,500.00	0.00	10,896.70	603.30	5.25 %
<a href="#">100-400-70007</a>	Sponsored Events	0.00	0.00	0.00	1,760.00	-1,760.00	0.00 %
<a href="#">100-400-71004</a>	All Parks Improvements	6,500.00	6,500.00	1,719.58	4,127.82	2,372.18	36.50 %
<a href="#">100-400-71005</a>	Founders Park/Pool Improvmts	187,048.36	187,048.36	0.00	39,340.35	147,708.01	78.97 %
<a href="#">100-400-71006</a>	Sports & Rec Park Improvements	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00 %
<a href="#">100-400-71007</a>	Charro Ranch Improvements	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
<a href="#">100-400-71009</a>	Triangle Improvements	17,000.00	17,000.00	0.00	0.00	17,000.00	100.00 %
<a href="#">100-400-71010</a>	Rathgeber Improvements	110,000.00	110,000.00	0.00	0.00	110,000.00	100.00 %
<a href="#">100-400-71012</a>	Skate Park Improvements	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00 %
<b>Department: 400 - Parks &amp; Recreation Total:</b>		<b>747,422.86</b>	<b>747,422.86</b>	<b>26,703.31</b>	<b>187,322.82</b>	<b>560,100.04</b>	<b>74.94%</b>
<b>Department: 401 - DSRP</b>							
<a href="#">100-401-60000</a>	Regular Employees	485,020.13	485,020.13	31,032.81	207,898.81	277,121.32	57.14 %
<a href="#">100-401-60002</a>	Overtime	0.00	0.00	986.58	2,547.99	-2,547.99	0.00 %
<a href="#">100-401-60003</a>	On Call Pay	0.00	0.00	800.00	5,200.00	-5,200.00	0.00 %
<a href="#">100-401-61000</a>	Health Insurance	73,071.07	73,071.07	3,558.66	23,587.83	49,483.24	67.72 %
<a href="#">100-401-61001</a>	Dental Insurance	0.00	0.00	208.44	1,382.28	-1,382.28	0.00 %
<a href="#">100-401-61002</a>	Medicare	0.00	0.00	457.22	3,002.72	-3,002.72	0.00 %
<a href="#">100-401-61003</a>	Social Security	0.00	0.00	1,954.91	12,838.85	-12,838.85	0.00 %
<a href="#">100-401-61004</a>	Unemployment	0.00	0.00	160.56	1,367.96	-1,367.96	0.00 %
<a href="#">100-401-61005</a>	Federal Withholding	38,873.31	38,873.31	0.00	0.00	38,873.31	100.00 %
<a href="#">100-401-61006</a>	TMRS	27,399.78	27,399.78	1,988.86	12,876.17	14,523.61	53.01 %
<b>Department: 401 - DSRP Total:</b>		<b>624,364.29</b>	<b>624,364.29</b>	<b>41,148.04</b>	<b>270,702.61</b>	<b>353,661.68</b>	<b>56.64%</b>
<b>Department: 402 - Aquatics</b>							
<a href="#">100-402-60000</a>	Regular Employees	0.00	0.00	4,507.68	30,274.45	-30,274.45	0.00 %
<a href="#">100-402-60007</a>	Aquatic Staff	77,043.15	77,043.15	0.00	0.00	77,043.15	100.00 %
<a href="#">100-402-61000</a>	Health Insurance	0.00	0.00	591.54	3,843.59	-3,843.59	0.00 %
<a href="#">100-402-61001</a>	Dental Insurance	0.00	0.00	34.74	225.81	-225.81	0.00 %
<a href="#">100-402-61002</a>	Medicare	0.00	0.00	65.36	438.97	-438.97	0.00 %
<a href="#">100-402-61003</a>	Social Security	0.00	0.00	279.48	1,877.03	-1,877.03	0.00 %
<a href="#">100-402-61004</a>	Unemployment	0.00	0.00	0.00	144.00	-144.00	0.00 %
<a href="#">100-402-61006</a>	TMRS	0.00	0.00	273.16	1,808.02	-1,808.02	0.00 %
<a href="#">100-402-63005</a>	Training/Continuing Education	0.00	0.00	0.00	769.81	-769.81	0.00 %
<a href="#">100-402-63015</a>	Founders Park/Pool Maintenance	16,000.00	16,000.00	59.27	6,798.00	9,202.00	57.51 %
<a href="#">100-402-64013</a>	Pool Supplies	24,705.00	24,705.00	62.87	4,096.28	20,608.72	83.42 %
<a href="#">100-402-65000</a>	Network/Phone	1,650.00	1,650.00	110.56	628.70	1,021.30	61.90 %
<a href="#">100-402-65013</a>	FMP Pool/Pavilion Water	6,000.00	6,000.00	205.55	1,167.72	4,832.28	80.54 %
<a href="#">100-402-65014</a>	FMP Pool/Pavilion Electric	7,250.00	7,250.00	0.00	0.00	7,250.00	100.00 %
<a href="#">100-402-65019</a>	Propane/Natural Gas	20,000.00	20,000.00	1,316.00	1,316.00	18,684.00	93.42 %
<a href="#">100-402-71011</a>	Founders Pool Improvements	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<b>Department: 402 - Aquatics Total:</b>		<b>154,148.15</b>	<b>154,148.15</b>	<b>7,506.21</b>	<b>53,388.38</b>	<b>100,759.77</b>	<b>65.37%</b>
<b>Department: 404 - Founders Day</b>							
<a href="#">100-404-63019</a>	FD Clean Up	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00 %
<a href="#">100-404-63038</a>	FD Transportation	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
<a href="#">100-404-64016</a>	FD Event Supplies	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<a href="#">100-404-64017</a>	FD Event Tent, Table, & Chairs	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
<a href="#">100-404-64018</a>	FD Barricades	19,000.00	19,000.00	0.00	0.00	19,000.00	100.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">100-404-65007</a>	Portable Toilets	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00 %
<a href="#">100-404-65016</a>	FD Electricity	6,400.00	6,400.00	0.00	0.00	6,400.00	100.00 %
<a href="#">100-404-66008</a>	FD Parade	650.00	650.00	0.00	0.00	650.00	100.00 %
<a href="#">100-404-66009</a>	FD Publicity	9,500.00	9,500.00	1,989.98	3,595.76	5,904.24	62.15 %
<a href="#">100-404-66010</a>	Events, Entertainment & Activities	22,500.00	22,500.00	0.00	0.00	22,500.00	100.00 %
<a href="#">100-404-66012</a>	FD Sponsorship	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
<a href="#">100-404-68005</a>	FD Security	32,500.00	32,500.00	14,190.00	14,190.00	18,310.00	56.34 %
<a href="#">100-404-68006</a>	FD Health, Safety & Lighting	15,500.00	15,500.00	11,007.05	11,007.05	4,492.95	28.99 %
<a href="#">100-404-70002</a>	FD Contingencies	3,438.01	3,438.01	0.00	0.00	3,438.01	100.00 %
<b>Department: 404 - Founders Day Total:</b>		<b>146,488.01</b>	<b>146,488.01</b>	<b>27,187.03</b>	<b>28,792.81</b>	<b>117,695.20</b>	<b>80.34%</b>

**Department: 500 - Emergency Management**

<a href="#">100-500-60000</a>	Regular Employees	0.00	0.00	5,676.92	37,061.55	-37,061.55	0.00 %
<a href="#">100-500-61000</a>	Health Insurance	0.00	0.00	15.94	101.71	-101.71	0.00 %
<a href="#">100-500-61001</a>	Dental Insurance	0.00	0.00	34.74	225.81	-225.81	0.00 %
<a href="#">100-500-61002</a>	Medicare	0.00	0.00	82.32	537.42	-537.42	0.00 %
<a href="#">100-500-61003</a>	Social Security	0.00	0.00	351.96	2,297.79	-2,297.79	0.00 %
<a href="#">100-500-61004</a>	Unemployment	0.00	0.00	0.00	144.01	-144.01	0.00 %
<a href="#">100-500-61006</a>	TMRS	0.00	0.00	344.02	2,213.93	-2,213.93	0.00 %
<a href="#">100-500-64000</a>	Office Supplies	0.00	0.00	0.00	225.22	-225.22	0.00 %
<a href="#">100-500-64003</a>	Uniforms	500.00	500.00	0.00	0.00	500.00	100.00 %
<a href="#">100-500-68000</a>	Emergency Management Equip	45,690.00	45,690.00	91.67	48,771.53	-3,081.53	-6.74 %
<a href="#">100-500-68001</a>	Emergency Fire & Safety	611.00	611.00	83.00	984.81	-373.81	-61.18 %
<a href="#">100-500-68002</a>	Emergency Management PR	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<a href="#">100-500-68003</a>	Emergency Equipment Maint	11,702.00	11,702.00	190.71	2,710.86	8,991.14	76.83 %
<a href="#">100-500-70003</a>	Other Expenses	30,000.00	30,000.00	10,597.50	23,089.50	6,910.50	23.04 %
<a href="#">100-500-70015</a>	Winter Storm Mara	0.00	0.00	73,323.69	108,278.69	-108,278.69	0.00 %
<b>Department: 500 - Emergency Management Total:</b>		<b>90,503.00</b>	<b>90,503.00</b>	<b>90,792.47</b>	<b>226,642.83</b>	<b>-136,139.83</b>	<b>-150.43%</b>
<b>Expense Total:</b>		<b>12,840,962.01</b>	<b>12,895,321.01</b>	<b>655,592.61</b>	<b>4,238,676.86</b>	<b>8,656,644.15</b>	<b>67.13%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>		<b>-2,646,713.15</b>	<b>-2,701,072.15</b>	<b>1,299,769.28</b>	<b>3,388,922.59</b>	<b>6,089,994.74</b>	<b>225.47%</b>

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

**Revenue**

**Department: 401 - DSRP**

<a href="#">200-401-42008</a>	Riding Permit Fees	9,500.00	9,500.00	60.00	6,860.00	-2,640.00	27.79 %
<a href="#">200-401-43010</a>	Stall Rental Fees	37,200.00	37,200.00	475.00	20,492.00	-16,708.00	44.91 %
<a href="#">200-401-43011</a>	RV Site Rental Fees	19,000.00	19,000.00	395.00	8,875.00	-10,125.00	53.29 %
<a href="#">200-401-43012</a>	Facility Rental Fees	113,500.00	113,500.00	18,160.00	73,122.74	-40,377.26	35.57 %
<a href="#">200-401-43013</a>	Equipment Rental Fees	6,000.00	6,000.00	2,665.00	4,090.00	-1,910.00	31.83 %
<a href="#">200-401-43014</a>	Staff & Miscellaneous Fees	4,000.00	4,000.00	1,261.22	3,722.24	-277.76	6.94 %
<a href="#">200-401-43015</a>	Cleaning Fees	25,000.00	25,000.00	3,150.00	14,248.43	-10,751.57	43.01 %
<a href="#">200-401-44000</a>	Sponsorships & Donations	52,275.00	52,275.00	0.00	25.00	-52,250.00	99.95 %
<a href="#">200-401-44002</a>	Program & Event Fees	0.00	0.00	0.00	90.00	90.00	0.00 %
<a href="#">200-401-44005</a>	Coyote Camp	137,100.00	137,100.00	0.00	0.00	-137,100.00	100.00 %
<a href="#">200-401-44006</a>	Riding Series	82,000.00	82,000.00	0.00	12,074.59	-69,925.41	85.27 %
<a href="#">200-401-44007</a>	Miscellaneous Events	2,000.00	2,000.00	0.00	24,062.00	22,062.00	1,203.10 %
<a href="#">200-401-44008</a>	Program Fees	15,100.00	15,100.00	100.00	100.00	-15,000.00	99.34 %
<a href="#">200-401-46001</a>	Other Revenues	500.00	500.00	0.00	-1,181.24	-1,681.24	336.25 %
<a href="#">200-401-46002</a>	Interest	600.00	600.00	228.07	1,634.06	1,034.06	272.34 %
<a href="#">200-401-46006</a>	Merchandise Sales	21,065.20	21,065.20	305.00	16,858.00	-4,207.20	19.97 %
<a href="#">200-401-47004</a>	Transfer from Ag Facility Fund	47,495.00	47,495.00	0.00	0.00	-47,495.00	100.00 %
<a href="#">200-401-47005</a>	Transfer from HOT Fund	395,000.00	395,000.00	0.00	0.00	-395,000.00	100.00 %
<a href="#">200-401-47007</a>	Transfer from General Fund	275,884.04	275,884.04	0.00	0.00	-275,884.04	100.00 %
<b>Department: 401 - DSRP Total:</b>		<b>1,243,219.24</b>	<b>1,243,219.24</b>	<b>26,799.29</b>	<b>185,072.82</b>	<b>-1,058,146.42</b>	<b>85.11%</b>
<b>Revenue Total:</b>		<b>1,243,219.24</b>	<b>1,243,219.24</b>	<b>26,799.29</b>	<b>185,072.82</b>	<b>-1,058,146.42</b>	<b>85.11%</b>

**Expense**

**Department: 400 - Parks & Recreation**

<a href="#">200-400-63035</a>	Ranch House Maintenance	10,000.00	10,000.00	360.00	1,800.00	8,200.00	82.00 %
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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">200-400-64024</a>	Ranch House Supplies	1,000.00	1,000.00	0.00	162.80	837.20	83.72 %
<a href="#">200-400-64025</a>	Ranch House Equipment	0.00	0.00	0.00	255.00	-255.00	0.00 %
<b>Department: 400 - Parks &amp; Recreation Total:</b>		<b>11,000.00</b>	<b>11,000.00</b>	<b>360.00</b>	<b>2,217.80</b>	<b>8,782.20</b>	<b>79.84%</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	2,276.07	9,826.54	-9,826.54	0.00 %
<a href="#">200-401-63001</a>	Equipment Maintenance	25,000.00	25,000.00	75.93	7,158.03	17,841.97	71.37 %
<a href="#">200-401-63002</a>	Fleet Maintenance	5,500.00	5,500.00	0.00	55.00	5,445.00	99.00 %
<a href="#">200-401-63003</a>	Lawn Maintenance	0.00	0.00	0.00	2,560.00	-2,560.00	0.00 %
<a href="#">200-401-63004</a>	Dues, Fees & Subscriptions	5,127.50	5,127.50	415.00	2,982.40	2,145.10	41.84 %
<a href="#">200-401-63005</a>	Training/Continuing Education	9,500.00	9,500.00	7,337.62	7,712.82	1,787.18	18.81 %
<a href="#">200-401-63023</a>	General Maintenance	206,490.00	206,490.00	160.63	43,888.27	162,601.73	78.75 %
<a href="#">200-401-63024</a>	Stall Cleaning & Repair	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
<a href="#">200-401-63028</a>	Lift Station Maintenance	12,000.00	12,000.00	0.00	6,528.52	5,471.48	45.60 %
<a href="#">200-401-64000</a>	Office Supplies	10,000.00	10,000.00	732.79	1,305.53	8,694.47	86.94 %
<a href="#">200-401-64001</a>	IT Equipment	0.00	0.00	0.00	1,519.93	-1,519.93	0.00 %
<a href="#">200-401-64003</a>	Uniforms	0.00	0.00	350.00	545.00	-545.00	0.00 %
<a href="#">200-401-64004</a>	Office Furniture and Equipment	0.00	0.00	658.00	1,017.88	-1,017.88	0.00 %
<a href="#">200-401-64005</a>	Equipment Rental	2,000.00	2,000.00	242.00	501.45	1,498.55	74.93 %
<a href="#">200-401-64007</a>	Fleet Supplies	0.00	0.00	0.00	506.37	-506.37	0.00 %
<a href="#">200-401-64008</a>	Fuel	0.00	0.00	100.45	100.45	-100.45	0.00 %
<a href="#">200-401-64011</a>	Park Supplies	25,500.00	25,500.00	0.00	0.00	25,500.00	100.00 %
<a href="#">200-401-64015</a>	Park Program & Event Supplies	0.00	0.00	0.00	98.00	-98.00	0.00 %
<a href="#">200-401-64020</a>	Building Supplies	0.00	0.00	0.00	687.15	-687.15	0.00 %
<a href="#">200-401-64021</a>	Merchandise	10,500.00	10,500.00	0.00	14,231.13	-3,731.13	-35.53 %
<a href="#">200-401-64023</a>	Equipment	267,250.00	267,250.00	0.00	26,725.01	240,524.99	90.00 %
<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	0.00	356.97	15,643.03	97.77 %
<a href="#">200-401-64028</a>	Riding Series	32,000.00	32,000.00	5,607.09	20,795.72	11,204.28	35.01 %
<a href="#">200-401-64029</a>	Miscellaneous Events	700.00	700.00	0.00	14,281.64	-13,581.64	-1,940.23 %
<a href="#">200-401-64030</a>	Programing	8,000.00	8,000.00	2,030.00	2,030.00	5,970.00	74.63 %
<a href="#">200-401-65000</a>	Network/Phone	11,316.40	11,316.40	1,459.36	4,606.00	6,710.40	59.30 %
<a href="#">200-401-65004</a>	Office Water	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00 %
<a href="#">200-401-65005</a>	Water	0.00	0.00	435.40	3,420.74	-3,420.74	0.00 %
<a href="#">200-401-65007</a>	Portable Toilets	2,500.00	2,500.00	80.00	475.00	2,025.00	81.00 %
<a href="#">200-401-65008</a>	Alarm	6,660.00	6,660.00	0.00	0.00	6,660.00	100.00 %
<a href="#">200-401-65017</a>	Electricity	60,000.00	60,000.00	5,121.86	24,732.77	35,267.23	58.78 %
<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	635.96	1,207.72	1,292.28	51.69 %
<a href="#">200-401-65020</a>	On Call Phone	501.60	501.60	0.00	0.00	501.60	100.00 %
<a href="#">200-401-66001</a>	Advertising	17,750.00	17,750.00	35.00	69.94	17,680.06	99.61 %
<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	0.00	50,000.00	100.00 %
<a href="#">200-401-70003</a>	Other Expenses	20,000.00	20,000.00	0.00	-257.63	20,257.63	101.29 %
<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	208.22	7,691.78	97.36 %
<a href="#">200-401-70013</a>	DSRP Sales Tax	0.00	0.00	0.00	1,171.89	-1,171.89	0.00 %
<a href="#">200-401-71008</a>	DSRP Improvements	345,000.00	345,000.00	1,679.99	10,705.99	334,294.01	96.90 %
<a href="#">200-401-90013</a>	Transfer to Vehicle Replacement Fu	29,595.00	29,595.00	0.00	0.00	29,595.00	100.00 %
<b>Department: 401 - DSRP Total:</b>		<b>1,335,486.98</b>	<b>1,335,486.98</b>	<b>29,433.15</b>	<b>211,754.45</b>	<b>1,123,732.53</b>	<b>84.14%</b>
<b>Expense Total:</b>		<b>1,346,486.98</b>	<b>1,346,486.98</b>	<b>29,793.15</b>	<b>213,972.25</b>	<b>1,132,514.73</b>	<b>84.11%</b>
<b>Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):</b>		<b>-103,267.74</b>	<b>-103,267.74</b>	<b>-2,993.86</b>	<b>-28,899.43</b>	<b>74,368.31</b>	<b>72.02%</b>
<b>Fund: 400 - Utilities</b>							
<b>Revenue</b>							
<b>Department: 300 - Wastewater</b>							
<a href="#">400-300-41002</a>	ROW Fees	0.00	0.00	0.00	33.53	33.53	0.00 %

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">400-300-41004</a>	Texas Gas Franchise Fees	0.00	0.00	0.00	4,893.82	4,893.82 0.00 %
<a href="#">400-300-43018</a>	Wastewater Service Fees	1,285,365.12	1,285,365.12	0.00	641,650.05	-643,715.07 50.08 %
<a href="#">400-300-43020</a>	Late Fees	9,600.00	9,600.00	0.00	8,614.97	-985.03 10.26 %
<a href="#">400-300-43021</a>	Delayed Connection Fees	5,000.00	5,000.00	0.00	15,000.00	10,000.00 300.00 %
<a href="#">400-300-43023</a>	Transfer Fees	9,000.00	9,000.00	0.00	0.00	-9,000.00 100.00 %
<a href="#">400-300-43024</a>	Over Use Fees	150,000.00	150,000.00	0.00	77,895.49	-72,104.51 48.07 %
<a href="#">400-300-46001</a>	Other Revenues	95,000.00	95,000.00	0.00	0.00	-95,000.00 100.00 %
<a href="#">400-300-46002</a>	Interest	0.00	0.00	0.00	5,675.11	5,675.11 0.00 %
<a href="#">400-300-47008</a>	Transfer from TWDB	4,420,000.00	4,420,000.00	0.00	0.00	-4,420,000.00 100.00 %
<a href="#">400-300-47009</a>	Sales Tax	760,000.00	760,000.00	0.00	379,702.43	-380,297.57 50.04 %
<b>Department: 300 - Wastewater Total:</b>		<b>6,733,965.12</b>	<b>6,733,965.12</b>	<b>0.00</b>	<b>1,133,465.40</b>	<b>-5,600,499.72 83.17%</b>
<b>Department: 301 - Water</b>						
<a href="#">400-301-43038</a>	Meter Set Fees	0.00	0.00	200.00	1,475.00	1,475.00 0.00 %
<a href="#">400-301-43040</a>	Water Base Rate	7,800.00	7,800.00	2,420.00	17,596.99	9,796.99 225.60 %
<a href="#">400-301-43041</a>	Water Usage	150,000.00	150,000.00	3,303.75	58,801.67	-91,198.33 60.80 %
<a href="#">400-301-43043</a>	Equipment Fee	0.00	0.00	362.00	774.00	774.00 0.00 %
<a href="#">400-301-43044</a>	Inspection Fees	0.00	0.00	50.00	50.00	50.00 0.00 %
<a href="#">400-301-46001</a>	Other Revenues	0.00	0.00	537.34	4,251.74	4,251.74 0.00 %
<b>Department: 301 - Water Total:</b>		<b>157,800.00</b>	<b>157,800.00</b>	<b>6,873.09</b>	<b>82,949.40</b>	<b>-74,850.60 47.43%</b>
<b>Department: 310 - Utility Operations</b>						
<a href="#">400-310-41001</a>	PEC Franchise Fee	130,000.00	130,000.00	0.00	90,730.27	-39,269.73 30.21 %
<a href="#">400-310-41002</a>	ROW Fees	6,000.00	6,000.00	7.92	2,364.54	-3,635.46 60.59 %
<a href="#">400-310-41003</a>	Cable Franchise Fees	130,000.00	130,000.00	0.00	80,448.49	-49,551.51 38.12 %
<a href="#">400-310-41004</a>	Texas Gas Franchise Fee	3,000.00	3,000.00	0.00	0.00	-3,000.00 100.00 %
<a href="#">400-310-46002</a>	Interest	0.00	0.00	6,733.79	35,637.09	35,637.09 0.00 %
<a href="#">400-310-47007</a>	Transfer from General Fund	50,000.00	50,000.00	0.00	0.00	-50,000.00 100.00 %
<b>Department: 310 - Utility Operations Total:</b>		<b>319,000.00</b>	<b>319,000.00</b>	<b>6,741.71</b>	<b>209,180.39</b>	<b>-109,819.61 34.43%</b>
<b>Revenue Total:</b>		<b>7,210,765.12</b>	<b>7,210,765.12</b>	<b>13,614.80</b>	<b>1,425,595.19</b>	<b>-5,785,169.93 80.23%</b>
<b>Expense</b>						
<b>Department: 300 - Wastewater</b>						
<a href="#">400-300-60000</a>	Regular Employees	0.00	0.00	3,576.98	64,111.27	-64,111.27 0.00 %
<a href="#">400-300-60002</a>	Overtime	0.00	0.00	615.78	6,028.53	-6,028.53 0.00 %
<a href="#">400-300-60003</a>	On Call Pay	0.00	0.00	0.00	2,600.00	-2,600.00 0.00 %
<a href="#">400-300-61000</a>	Health Insurance	0.00	0.00	588.76	9,759.62	-9,759.62 0.00 %
<a href="#">400-300-61001</a>	Dental Insurance	0.00	0.00	34.74	574.18	-574.18 0.00 %
<a href="#">400-300-61002</a>	Medicare	0.00	0.00	60.65	1,052.70	-1,052.70 0.00 %
<a href="#">400-300-61003</a>	Social Security	0.00	0.00	259.36	4,501.24	-4,501.24 0.00 %
<a href="#">400-300-61004</a>	Unemployment	0.00	0.00	24.00	238.65	-238.65 0.00 %
<a href="#">400-300-61006</a>	TMRS	0.00	0.00	254.08	4,323.55	-4,323.55 0.00 %
<a href="#">400-300-62002</a>	Engineering and Surveying	625,000.00	625,000.00	3,342.55	19,273.88	605,726.12 96.92 %
<a href="#">400-300-62019</a>	Planning and Permitting	7,500.00	7,500.00	14,945.00	21,431.35	-13,931.35 -185.75 %
<a href="#">400-300-62020</a>	Lab Testing	34,250.00	34,250.00	0.00	5,187.25	29,062.75 84.85 %
<a href="#">400-300-63002</a>	Fleet Maintenance	0.00	0.00	0.00	129.32	-129.32 0.00 %
<a href="#">400-300-63004</a>	Dues, Fees & Subscriptions	0.00	0.00	0.00	290.00	-290.00 0.00 %
<a href="#">400-300-63005</a>	Training/Continuing Education	0.00	0.00	495.00	1,700.40	-1,700.40 0.00 %
<a href="#">400-300-63025</a>	Wastewater Treatment Plant Maint	119,407.00	119,407.00	13,343.91	67,544.90	51,862.10 43.43 %
<a href="#">400-300-63026</a>	Routine Operations	99,500.00	99,500.00	16,778.00	56,019.31	43,480.69 43.70 %
<a href="#">400-300-63027</a>	Operations Non Routine	106,860.00	106,860.00	0.00	68,952.09	37,907.91 35.47 %
<a href="#">400-300-63028</a>	Lift Station Maintenance	74,270.00	74,270.00	5,611.93	31,854.67	42,415.33 57.11 %
<a href="#">400-300-63029</a>	Sanitary Sewer Line Maintenance	64,116.00	64,116.00	1,320.66	3,138.21	60,977.79 95.11 %
<a href="#">400-300-63030</a>	Drip Field Maintenance	44,900.00	44,900.00	767.55	1,467.18	43,432.82 96.73 %
<a href="#">400-300-63031</a>	Sludge Hauling	178,100.00	178,100.00	10,123.06	59,267.68	118,832.32 66.72 %
<a href="#">400-300-63033</a>	Wastewater Flow Measurement	9,000.00	9,000.00	2,367.00	7,890.00	1,110.00 12.33 %
<a href="#">400-300-63034</a>	Utility Operations	4,250.00	4,250.00	0.00	47.45	4,202.55 98.88 %
<a href="#">400-300-64001</a>	IT Equipment & Support	0.00	0.00	0.00	549.00	-549.00 0.00 %
<a href="#">400-300-64003</a>	Uniforms	0.00	0.00	0.00	1,334.90	-1,334.90 0.00 %
<a href="#">400-300-64010</a>	Supplies	27,400.00	27,400.00	1,082.54	4,294.05	23,105.95 84.33 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<a href="#">400-300-64022</a>	Chemicals	16,440.00	16,440.00	1,483.94	5,564.81	10,875.19	66.15 %
<a href="#">400-300-65000</a>	Network/Phone	12,330.00	12,330.00	772.23	5,536.35	6,793.65	55.10 %
<a href="#">400-300-65017</a>	Electric	109,600.00	109,600.00	5,695.48	37,880.13	71,719.87	65.44 %
<a href="#">400-300-70001</a>	Mileage	0.00	0.00	0.00	166.88	-166.88	0.00 %
<a href="#">400-300-70003</a>	Other Expenses	52,000.00	52,000.00	22,480.78	62,471.09	-10,471.09	-20.14 %
<a href="#">400-300-71000</a>	Capital Projects	2,000,000.00	2,000,000.00	0.00	0.00	2,000,000.00	100.00 %
<a href="#">400-300-72001</a>	TWDB - Capital Projects	5,050,000.00	5,050,000.00	0.00	0.00	5,050,000.00	100.00 %
<a href="#">400-300-72002</a>	TWDB - Engineering and Design	895,000.00	895,000.00	28,325.00	92,102.70	802,897.30	89.71 %
<a href="#">400-300-72003</a>	TWDB - Special Counsel and Consul	0.00	0.00	16,675.90	19,130.66	-19,130.66	0.00 %
<a href="#">400-300-72004</a>	TWDB - Misc.	175,000.00	175,000.00	0.00	2,200.00	172,800.00	98.74 %
<a href="#">400-300-90006</a>	Transfer to General Fund	4,066.66	4,066.66	0.00	0.00	4,066.66	100.00 %
<a href="#">400-300-90013</a>	Transfer to Vehicle Replacement Fu	29,911.00	29,911.00	0.00	0.00	29,911.00	100.00 %
<b>Department: 300 - Wastewater Total:</b>		<b>9,738,900.66</b>	<b>9,738,900.66</b>	<b>151,024.88</b>	<b>668,614.00</b>	<b>9,070,286.66</b>	<b>93.13%</b>
<b>Department: 301 - Water</b>							
<a href="#">400-301-62020</a>	Lab Testing	25,000.00	25,000.00	0.00	2,087.00	22,913.00	91.65 %
<a href="#">400-301-63026</a>	Routine Operations	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<a href="#">400-301-63027</a>	Operations Non Routine	20,000.00	20,000.00	0.00	590.49	19,409.51	97.05 %
<a href="#">400-301-63032</a>	Water Line Maintenance & Repair	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00 %
<a href="#">400-301-64010</a>	Supplies	50,000.00	50,000.00	36,890.00	52,950.49	-2,950.49	-5.90 %
<b>Department: 301 - Water Total:</b>		<b>140,000.00</b>	<b>140,000.00</b>	<b>36,890.00</b>	<b>55,627.98</b>	<b>84,372.02</b>	<b>60.27%</b>
<b>Department: 310 - Utility Operations</b>							
<a href="#">400-310-60000</a>	Regular Employees	398,740.00	398,740.00	15,031.50	35,973.74	362,766.26	90.98 %
<a href="#">400-310-60002</a>	Overtime	0.00	0.00	1,131.55	2,254.13	-2,254.13	0.00 %
<a href="#">400-310-60003</a>	On Call Pay	10,400.00	10,400.00	823.22	1,264.28	9,135.72	87.84 %
<a href="#">400-310-61000</a>	Health Insurance	56,988.71	56,988.71	2,357.12	4,460.22	52,528.49	92.17 %
<a href="#">400-310-61001</a>	Dental Insurance	0.00	0.00	138.96	260.55	-260.55	0.00 %
<a href="#">400-310-61002</a>	Medicare	0.00	0.00	238.03	562.54	-562.54	0.00 %
<a href="#">400-310-61004</a>	Unemployment	0.00	0.00	149.10	452.85	-452.85	0.00 %
<a href="#">400-310-61005</a>	Federal Withholding	33,063.21	33,063.21	0.00	0.00	33,063.21	100.00 %
<a href="#">400-310-61006</a>	TMRS	24,650.69	24,650.69	1,029.37	2,387.60	22,263.09	90.31 %
<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 Coounsel and Consultants	250,000.00	250,000.00	13,921.20	17,192.42	232,807.58	93.12 %
<a href="#">400-310-62020</a>	Lab Testing	0.00	0.00	1,808.50	1,808.50	-1,808.50	0.00 %
<a href="#">400-310-63001</a>	Equipment Maintenance	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<a href="#">400-310-63002</a>	Fleet Maintenance	10,000.00	10,000.00	123.17	123.17	9,876.83	98.77 %
<a href="#">400-310-63005</a>	Training/Continuing Education	9,254.00	9,254.00	0.00	1,417.45	7,836.55	84.68 %
<a href="#">400-310-63034</a>	Utility Operations	69,000.00	69,000.00	94.00	4,878.96	64,121.04	92.93 %
<a href="#">400-310-64001</a>	IT Equipment & Support	5,640.00	5,640.00	0.00	0.00	5,640.00	100.00 %
<a href="#">400-310-64002</a>	Software	37,267.00	37,267.00	0.00	870.16	36,396.84	97.67 %
<a href="#">400-310-64003</a>	Uniforms	5,000.00	5,000.00	1,124.00	1,762.15	3,237.85	64.76 %
<a href="#">400-310-64006</a>	Fleet Acquisition	45,000.00	45,000.00	0.00	33,411.51	11,588.49	25.75 %
<a href="#">400-310-64008</a>	Fuel	15,000.00	15,000.00	100.05	152.35	14,847.65	98.98 %
<a href="#">400-310-64023</a>	Equipment	50,000.00	50,000.00	0.00	22,566.85	27,433.15	54.87 %
<b>Department: 310 - Utility Operations Total:</b>		<b>1,040,003.61</b>	<b>1,040,003.61</b>	<b>38,069.77</b>	<b>131,799.43</b>	<b>908,204.18</b>	<b>87.33%</b>
<b>Expense Total:</b>		<b>10,918,904.27</b>	<b>10,918,904.27</b>	<b>225,984.65</b>	<b>856,041.41</b>	<b>10,062,862.86</b>	<b>92.16%</b>
<b>Fund: 400 - Utilities Surplus (Deficit):</b>		<b>-3,708,139.15</b>	<b>-3,708,139.15</b>	<b>-212,369.85</b>	<b>569,553.78</b>	<b>4,277,692.93</b>	<b>115.36%</b>
<b>Report Surplus (Deficit):</b>		<b>-6,458,120.04</b>	<b>-6,512,479.04</b>	<b>1,084,405.57</b>	<b>3,929,576.94</b>	<b>10,442,055.98</b>	<b>160.34%</b>

**Group Summary**

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 100 - General Fund</b>						
<b>Revenue</b>						
000 - Undesignated	6,596,928.37	6,596,928.37	1,394,692.67	5,639,463.25	-957,465.12	14.51%
103 - Courts	1,000.00	1,000.00	0.00	0.00	-1,000.00	100.00%
200 - Planning & Development	1,430,750.00	1,430,750.00	291,290.26	960,721.54	-470,028.46	32.85%
201 - Building	1,550,000.00	1,550,000.00	224,064.46	930,668.91	-619,331.09	39.96%
400 - Parks & Recreation	456,320.49	456,320.49	7,837.00	15,163.25	-441,157.24	96.68%
402 - Aquatics	46,350.00	46,350.00	2,052.50	3,452.50	-42,897.50	92.55%
404 - Founders Day	112,900.00	112,900.00	35,425.00	78,130.00	-34,770.00	30.80%
<b>Revenue Total:</b>	<b>10,194,248.86</b>	<b>10,194,248.86</b>	<b>1,955,361.89</b>	<b>7,627,599.45</b>	<b>-2,566,649.41</b>	<b>25.18%</b>
<b>Expense</b>						
000 - Undesignated	5,045,620.87	5,045,620.87	24,332.19	244,593.64	4,801,027.23	95.15%
100 - City Council/Boards & Commissions	18,500.00	18,500.00	0.00	0.00	18,500.00	100.00%
101 - City Administrators Office	0.00	0.00	43,551.33	273,164.46	-273,164.46	0.00%
102 - City Secretary	23,220.00	23,220.00	14,950.31	74,825.80	-51,605.80	-222.25%
103 - Courts	15,500.00	15,500.00	987.54	7,676.38	7,823.62	50.47%
104 - City Attorney	115,800.00	115,800.00	19,714.33	128,749.03	-12,949.03	-11.18%
105 - Communications	11,825.00	11,825.00	14,811.82	76,045.77	-64,220.77	-543.09%
106 - IT	361,479.84	415,838.84	39,542.97	250,234.97	165,603.87	39.82%
107 - Finance	1,105,180.00	1,105,180.00	55,254.50	680,906.92	424,273.08	38.39%
200 - Planning & Development	378,500.00	378,500.00	43,139.81	248,316.50	130,183.50	34.39%
201 - Building	792,700.00	792,700.00	89,510.46	662,217.45	130,482.55	16.46%
300 - Wastewater	1,098,692.00	1,098,692.00	22,613.84	245,627.21	853,064.79	77.64%
304 - Maintenance	2,111,017.99	2,111,017.99	93,846.45	579,469.28	1,531,548.71	72.55%
400 - Parks & Recreation	747,422.86	747,422.86	26,703.31	187,322.82	560,100.04	74.94%
401 - DSRP	624,364.29	624,364.29	41,148.04	270,702.61	353,661.68	56.64%
402 - Aquatics	154,148.15	154,148.15	7,506.21	53,388.38	100,759.77	65.37%
404 - Founders Day	146,488.01	146,488.01	27,187.03	28,792.81	117,695.20	80.34%
500 - Emergency Management	90,503.00	90,503.00	90,792.47	226,642.83	-136,139.83	-150.43%
<b>Expense Total:</b>	<b>12,840,962.01</b>	<b>12,895,321.01</b>	<b>655,592.61</b>	<b>4,238,676.86</b>	<b>8,656,644.15</b>	<b>67.13%</b>
<b>Fund: 100 - General Fund Surplus (Deficit):</b>	<b>-2,646,713.15</b>	<b>-2,701,072.15</b>	<b>1,299,769.28</b>	<b>3,388,922.59</b>	<b>6,089,994.74</b>	<b>225.47%</b>
<b>Fund: 200 - Dripping Springs Ranch Park</b>						
<b>Revenue</b>						
401 - DSRP	1,243,219.24	1,243,219.24	26,799.29	185,072.82	-1,058,146.42	85.11%
<b>Revenue Total:</b>	<b>1,243,219.24</b>	<b>1,243,219.24</b>	<b>26,799.29</b>	<b>185,072.82</b>	<b>-1,058,146.42</b>	<b>85.11%</b>
<b>Expense</b>						
400 - Parks & Recreation	11,000.00	11,000.00	360.00	2,217.80	8,782.20	79.84%
401 - DSRP	1,335,486.98	1,335,486.98	29,433.15	211,754.45	1,123,732.53	84.14%
<b>Expense Total:</b>	<b>1,346,486.98</b>	<b>1,346,486.98</b>	<b>29,793.15</b>	<b>213,972.25</b>	<b>1,132,514.73</b>	<b>84.11%</b>
<b>Fund: 200 - Dripping Springs Ranch Park Surplus (Deficit):</b>	<b>-103,267.74</b>	<b>-103,267.74</b>	<b>-2,993.86</b>	<b>-28,899.43</b>	<b>74,368.31</b>	<b>72.02%</b>
<b>Fund: 400 - Utilities</b>						
<b>Revenue</b>						
300 - Wastewater	6,733,965.12	6,733,965.12	0.00	1,133,465.40	-5,600,499.72	83.17%
301 - Water	157,800.00	157,800.00	6,873.09	82,949.40	-74,850.60	47.43%
310 - Utility Operations	319,000.00	319,000.00	6,741.71	209,180.39	-109,819.61	34.43%
<b>Revenue Total:</b>	<b>7,210,765.12</b>	<b>7,210,765.12</b>	<b>13,614.80</b>	<b>1,425,595.19</b>	<b>-5,785,169.93</b>	<b>80.23%</b>
<b>Expense</b>						
300 - Wastewater	9,738,900.66	9,738,900.66	151,024.88	668,614.00	9,070,286.66	93.13%
301 - Water	140,000.00	140,000.00	36,890.00	55,627.98	84,372.02	60.27%
310 - Utility Operations	1,040,003.61	1,040,003.61	38,069.77	131,799.43	908,204.18	87.33%
<b>Expense Total:</b>	<b>10,918,904.27</b>	<b>10,918,904.27</b>	<b>225,984.65</b>	<b>856,041.41</b>	<b>10,062,862.86</b>	<b>92.16%</b>
<b>Fund: 400 - Utilities Surplus (Deficit):</b>	<b>-3,708,139.15</b>	<b>-3,708,139.15</b>	<b>-212,369.85</b>	<b>569,553.78</b>	<b>4,277,692.93</b>	<b>115.36%</b>
<b>Report Surplus (Deficit):</b>	<b>-6,458,120.04</b>	<b>-6,512,479.04</b>	<b>1,084,405.57</b>	<b>3,929,576.94</b>	<b>10,442,055.98</b>	<b>160.34%</b>

## Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - General Fund	-2,646,713.15	-2,701,072.15	1,299,769.28	3,388,922.59	6,089,994.74
200 - Dripping Springs Ranch Park	-103,267.74	-103,267.74	-2,993.86	-28,899.43	74,368.31
400 - Utilities	-3,708,139.15	-3,708,139.15	-212,369.85	569,553.78	4,277,692.93
<b>Report Surplus (Deficit):</b>	<b>-6,458,120.04</b>	<b>-6,512,479.04</b>	<b>1,084,405.57</b>	<b>3,929,576.94</b>	<b>10,442,055.98</b>



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

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

**Council Meeting Date:** Tuesday, April 18, 2023

**Agenda Item Wording:** Approval of Agreement for Disclosure of Confidential Tax Information Between the City of Dripping Springs and Los Olivos Market Dripping Springs LLC.

**Agenda Item Requestor:** Shawn Cox, Finance Director/City Treasurer

**Summary/Background:**

On September 21, 2010, the City of Dripping Springs and the Hays County Municipal Utility District #4 entered into a Strategic Partnership Agreement. One of the conditions of the agreement is that the City must pay the District fifty percent (50%) of the Sales and Use Tax Revenues earned in the District.

Since Los Olivos Market reports and contributes sales tax revenues within the District, the City will need to enter into an Agreement for Disclosure of Confidential Tax Information. The purpose of the agreement is to allow the Texas Comptroller's Office to disclose any and all Sales and Use Tax information to the City.

**Commission** N/A

**Recommendations:**

**Recommended Council Actions:** The Finance Director recommend approval of this agreement.

**Attachments:**

- Agreement for Disclosure of Confidential Tax Information
- Strategic Partnership Agreement

**Next Steps/Schedule:** Provide a copy of the agreement to the state Comptroller.

**AGREEMENT FOR DISCLOSURE OF CONFIDENTIAL  
TAX INFORMATION**

This agreement is entered into between the City of Dripping Springs, Texas (hereafter the "City")  
and Los Olivos Market Dripping Springs LLC (hereafter the "taxpayer" for the purposes indicated herein.  
(Business Name)

I, Rafael Varela (Name), Managing Member (Title), and the duly  
authorized agent of Los Olivos Market Dripping Springs LLC (Business Name), a vendor doing business at  
13014 US-290 & Ledge Stone Dr, Dripping Springs 78737 (Business Address) do hereby stipulate and agree as follows:

I hereby authorize the Texas Comptroller's Office to release and disclose any and all Sales and Use  
tax information relating to the operation of the above referenced taxpayer's business location to the City.  
I understand and agree that this release will be made by the Comptroller's Office to the City on an ongoing  
monthly basis beginning on the date this Agreement is executed. This Agreement waives any and all rights  
with respect to the parties regarding the confidentiality of tax information under Sections 111.006,  
151.027, Tax Code, or other state law.

The City agrees that it will use the tax information disclosed by the Comptroller pursuant to this  
Agreement solely and exclusively for the purposes of calculating payments to be made pursuant to a  
Strategic Partnership Agreement between the City of Dripping Springs and Hays County Municipal Utility  
District #4, effective September 21, 2010.

This Agreement is entered into in or with regard to property located in Dripping Springs, Hays  
County, Texas and Texas law will apply to its interpretation and enforcement.

SIGNED AND AGREED TO on this the 4th day of November, 2021.

CITY OF DRIPPING SPRINGS

Los Olivos Market Dripping Springs LLC  
(Name of Business)

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

Rafael Varela  
Name: Rafael Varela  
Title: Managing Member  
On Behalf of the "Taxpayer"  
Texas Taxpayer ID No. 32077950619

ATTEST:

ATTEST:

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

[Signature]  
\_\_\_\_\_

Hays County  
Linda C. Fritsche  
County Clerk  
San Marcos, Texas 78666

Item 5.



70 2010 10032815

Instrument Number: 2010-10032815

As

Recorded On: November 23, 2010

OPR RECORDINGS

Parties: DRIPPING SPRINGS CITY OF

Billable Pages: 22

To HAYS COUNTY MUNICIPAL UTILITY DISTRICT 4

Number of Pages: 23

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

OPR RECORDINGS	100.00
Total Recording:	100.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2010-10032815  
Receipt Number: 260193  
Recorded Date/Time: November 23, 2010 11:29:03A  
Book-Vol/Pg: BK-OPR VL-4017 PG-151  
User / Station: A Herzog - Cashiering #4

Record and Return To:

CITY OF DRIPPING SPRINGS  
P.O. BOX 384  
DRIPPING SPRINGS TX 78620



State of Texas |  
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

*Linda C. Fritsche*

Linda C. Fritsche, County Clerk

**STRATEGIC PARTNERSHIP AGREEMENT**

between the

**CITY OF DRIPPING SPRINGS, TEXAS**

and the

**HAYS COUNTY MUNICIPAL UTILITY DISTRICT # 4**

**STATE OF TEXAS                   §  
  §  
COUNTY OF HAYS               §**

This Strategic Partnership Agreement ("Agreement") is between THE CITY OF DRIPPING SPRINGS, TEXAS, a Type A general law municipal corporation (the "City"), acting by and through its duly authorized Mayor, and the HAYS COUNTY MUNICIPAL UTILITY DISTRICT # 4, a Texas municipal utility district (the "District"), acting by and through its duly authorized Board of Directors, under the authority of Section 43.0751 of the Local Government Code, as amended, (the "Act") and Chapters 49 and 54 of the Texas Water Code, as amended.

**RECITALS:**

- A. Texas Local Government Code, Section 43.0751 (the "Act"), authorizes a city and a municipal utility district to negotiate and enter into a strategic partnership agreement by mutual consent.
- B. The District and the City desire that effective, efficient, and responsible local government be provided to citizens of the District and the City before, during, and after the City annexes the District for full purposes. To that end, the District and the City also desire to avoid any unnecessary duplication of services and taxes, and to provide for the orderly and seamless succession of the District.
- C. By this Agreement, the Parties intend to enter into a strategic partnership agreement regarding (i) terms and conditions of the City's limited purpose annexation of the 85.976-acre commercial portion of the District (the Tract), in accordance with Section 43.0751 of the Local Government Code; (ii) to provide for the earliest date by which the City could annex the entire District into the full purpose municipal jurisdiction of the City; and (iii) to provide for the District's delivery of services prior to Full Purpose Annexation of the District.
- D. The District and the City acknowledge that this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forgo annexation of the District.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the District and the City agree as follows:

## ARTICLE I FINDINGS

- 1.1 The District is a municipal utility district created pursuant to Article XVI, Section 59, of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code.
- 1.2 The District's boundaries include 193.926 acres of land in Hays County shown in **Exhibit A**, all of which is located outside of the corporate limits of the City and within the extra-territorial jurisdiction ("ETJ") of the City.
- 1.3 The land subject to this Agreement consists of approximately 85.976 acres, more or less, all of which are located within the District and within the ETJ of the City as shown on **Exhibit B** and described in **Exhibit C** attached to this Agreement (the "Tract").
- 1.4 The District and City acknowledge and agree that, in accordance with the requirements of subsection (p)(2) of the Act, this Agreement provides benefits to the City and the District, including revenue, services, and regulatory benefits which are reasonable and equitable to both the District and the City.
- 1.5 The City and the District desire to enter into this Agreement providing for limited purpose annexation of the Tract for the purpose of collecting Sales and Use Tax Revenues within the annexed areas in accordance with subsection (k) of the Act.
- 1.6 The District provided notice of two public hearings concerning the adoption of this Agreement and the proposed limited purpose annexation of the Tract, in accordance with the procedural requirements of the Act.
- 1.7 The Board of Directors of the District (the "Board") conducted two public hearings regarding this Agreement and the proposed Limited Purpose Annexation of the Tract, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed Limited Purpose Annexation were given the opportunity to do so, in accordance with the procedural requirements of the Act on September 8, 2010, at noon at 600 Congress Avenue, Suite 2100, Austin, Texas 78701; and on September 13, 2010, at noon at 235 Ledge Stone Drive, Austin, Texas 78737.
- 1.8 The Board of Directors of the District approved this Agreement on September 13, 2010, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code.
- 1.9 The City provided notice of two public hearings concerning the adoption of this Agreement and the proposed Limited Purpose Annexation of the Tract, in accordance with the procedural requirements of the Act.

- 1.10 The City Council conducted two public hearings regarding this Agreement and the proposed Limited Purpose Annexation of the Tract, at which members of the public who wished to present testimony or evidence regarding this Agreement and the proposed Limited Purpose Annexation were given the opportunity to do so, in accordance with the procedural requirements of the Act, on September 9, 2010 at 5:30 p.m., at the Dripping Springs City Council Chambers at 515 Mercer Street, Dripping Springs, Texas 78620 and on September 14, 2010, at 7:00 p.m., again at the City Council Chambers.
- 1.11 The City Council approved this Agreement on September 21, 2010, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code, which approval occurred after the Board of Directors of the District approved this Agreement.
- 1.12 All procedural requirements imposed by law for the execution and adoption of this Agreement have been met.

## ARTICLE II DEFINITIONS

- 2.1 The "Act" means Texas Local Government Code § 43.0751.
- 2.2 "Agreement" means this Strategic Partnership Agreement between the City and the District.
- 2.3 "Board" means the Board of Directors of the District.
- 2.4 "City" means the City of Dripping Springs Texas, a Type A general law municipality located in Hays County.
- 2.5 "City Council" means the governing body of the City.
- 2.6 "City Administrator" means the chief administrative officer of the City.
- 2.7 "Comptroller" means the Comptroller of Public Accounts of the State of Texas.
- 2.8 "Creation Agreement" means the July 25, 2002 Agreement Concerning Creation and Operation of Hays County Municipal Utility District No. 4 and Lands within the District, by and among the City, the District, and 194 Bush, Ltd., a Texas limited partnership, including any partial assignments as authorized therein and future amendments thereto.
- 2.9 "District" means the Hays County Municipal Utility District No.4.
- 2.10 "Effective Date" means the date on which the City adopts this Agreement, as provided in § 3.3.

- 2.11 "Full Purpose Annexation" means full purpose annexation as provided for in the Act.
- 2.12 "Limited Purpose Annexation" means limited purpose annexation as provided for in the Act.
- 2.13 "Limited Purpose Annexation Period" means the period commencing on the effective date of the Limited Purpose Annexation of the Tract and ending upon the full purpose annexation or disannexation of such land.
- 2.14 "Limited Purpose Tract" means all or any portion of the Tract after it has been annexed for limited purposes under this Agreement.
- 2.15 "Notice" means notice as defined in § 9.3 of this Agreement.
- 2.16 "Landowner" means 194 Bush, Ltd., a Texas limited partnership, and 290 East Bush, Inc., a Texas corporation, and their successors and assigns.
- 2.17 "Party" means, individually, the City or the District, their successors and assigns.
- 2.18 "Tract" means that certain 85.976 acre tract located in Hays County, Texas as shown on **Exhibit B** and described on **Exhibit C**.
- 2.19 "Sales and Use Tax Revenues" means those revenues received by the City from the sales and use tax authorized to be imposed by the City on sales consummated at locations within the Limited Purpose Tract pursuant to the Act and Chapter 321 of the Tax Code, and to the extent not otherwise controlled or regulated, in whole or in part, by another governmental entity, authority, or applicable law, ordinance, rule, or regulation.
- 2.20 "Tax Code" means the Texas Tax Code, as amended.

**ARTICLE III  
LIMITED-PURPOSE ANNEXATION OF THE TRACT**

- 3.1 Generally. Subject to the terms of this Agreement, the District and the City agree that the City, from time to time, shall annex all non-residential property within the Tract and may annex all or any other portion of the Tract for the limited purpose of collecting Sales and Use Tax Revenues within the Tract pursuant to Subsection (k) of the Act.
- 3.2 Limited Purpose Annexation Procedures. The District acknowledges that the City Council may adopt a Limited Purpose Annexation ordinance at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and further acknowledges that no additional notices, hearings, or other procedures are required by law in order to approve such Limited Purpose Annexation of all or any portion of the Tract from time to time.

- 3.3 Effective Date. Pursuant to subsection (c) of the Act, this Agreement is effective on September 21, 2010, the date of adoption of this Agreement by the City.
- 3.4 Filing in Property Records. On or after the Effective Date, the City shall file this Agreement in the Real Property Records of Hays County, Texas. **As provided in § 43.0751(c) of the Act, this Agreement binds each owner and each future owner of land included within the District's boundaries.**
- 3.5 Property Taxes and District Liability for Debts of the City. During the term of this Agreement, except as provided in Article IV regarding Sales and Use Tax, (i) owners of taxable property within the District (by reason of mere ownership of that land), shall not be liable for any present or future debts of the City until Full Purpose Annexation takes effect in accordance with Article VI, and (ii) current and future ad valorem taxes levied by the City will not be levied on taxable property within the District until Full Purpose Annexation takes effect in accordance with Article VI, or as otherwise authorized by future statutory amendments.
- 3.6 Powers and Functions Retained by the District. After Limited Purpose Annexation under this Agreement, the District shall continue to be authorized to exercise all powers and functions of the District, and to provide the services authorized by those powers within its boundaries, pursuant to existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness and obligations will remain the responsibility of the District. Except as provided by law upon Full Purpose Annexation, neither the City nor any owners of taxable property within the City (by reason of mere ownership of that land) shall be liable for any present or future debts of the District.
- 3.7 Continuing Right. The City's rights to annex all or any portion of the Tract for the limited purpose of collecting Sales and Use Tax Revenues within the Tract are continuing, and may be exercised through the adoption of multiple annexation ordinances for portions of the Property.

**ARTICLE IV  
 VOTING RIGHTS IN THE DISTRICT**

- 4.1 Qualified Voters. The qualified voters residing within the Limited Purposes Tract may vote in City elections pursuant to Local Government Code Sections, 43.0751 (q) and 43.130. Voting rights are subject to all federal and state laws and regulations.
- 4.2 Eligibility to Vote. On or before the 5th day before date of the first election held in which the residents of the Limited Purpose Tract are entitled to vote as set out in § 4.1, the City at its own expense, shall publish a quarter page advertisement in the newspaper of general circulation in the City notifying residents of the Limited Purpose Tract of their eligibility to vote in the election and stating the location of

all polling places within the City. The District, at its own expense, may provide for similar notice in a newspaper of general circulation in the District or otherwise.

## ARTICLE V SALES AND USE TAX

- 5.1 Imposition of Sales and Use Tax. The City shall impose a sales and use tax within the Limited Purpose Tract pursuant to subsection (k) of the Act. The sales and use tax shall be imposed on all eligible commercial activities at the rate of 1.25% or other rate allowed under Chapter 321 of the Tax Code and imposed by the City. Collection of the Sales and Use Tax Revenues shall take effect on the date described in Tax Code Section 321.102.
- 5.2 Payment of Sales and Use Tax to the District. In return for the benefits received by the City pursuant to this Agreement, the City shall pay to the District an amount equal to 50% of the Sales and Use Tax Revenues reported on the "Confidential Local Tax Information Report" for the Limited Purpose Tract provided by the Comptroller of Public Accounts ("Comptroller") and received by the City from the Comptroller after the date of the Limited Purpose Annexation of the Tract. The City shall deliver the District's portion of the Sales and Use Tax revenues to the District within 30 days of the City's receipt of that Report from the Comptroller, by regular U.S. Mail or other method of delivery mutually acceptable to the Parties. Government Code Chapter 2251 shall govern and provide the penalty if the City fails to deliver the District's portion in a timely manner. For the purposes of determining the applicable overdue date under Chapter 2251, the City is deemed to have received an invoice from the District on the date the City receives the sales tax from the Comptroller without further action from the District.
- 5.3 Amended and Supplemental Reports. The City agrees to make reasonable efforts to obtain amended and supplemental reports from the Comptroller to reflect, to the greatest extent practicable, all Sales and Use Tax Revenues generated within the boundaries of the Limited Purpose Tract. Revenues resulting from such amended and supplemental reports will be divided and paid as provided above.
- 5.4 Reporting. Within 30 days of the City's receipt of each sales tax report provided by the Comptroller, the City shall deliver to the District a condensed version of the report, containing only the contents relating to retail sales tax collected and retailers in the Limited Purpose Tract.
- 5.5 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Tax Code, Section 321.102, within 10 days after the City Council annexes any portion of the Tract for limited purposes. The City shall send to the District a copy of any notice from the Comptroller delaying the effectiveness of the Sales and Use Tax in the Tract.

- 5.6 District Use of Sales and use Tax Revenue. The District may use the Sales and Use Tax revenue provided in Section 4.02 for any lawful purpose. The District may audit the Sales and Use Tax collections by the City solely to determine whether the Sales and Use Tax revenue payments provided by Section 4.02 have been made to the District in accordance with this Agreement.
- 5.7 District Audit Rights. Any audit shall be made at the District's sole cost and expense and may be performed at any time during the City's regular business hours by an auditor hired by the District on 30 days written notice to the City. For the purpose of any audits, the City shall maintain and make available to the District or its representatives all books, records, documents and other evidence of accounting procedures or practices in form sufficiently maintained to reflect the collection of all Sales and Use Tax Revenues received by the City from the Limited Purpose Tract.
- 5.8 City Audit Rights. The District is required by law to prepare an annual audit within 120 days after the close of the District's fiscal year. The District shall provide a copy of its annual audit to the City within 15 days after the audit is completed and approved and accepted by the District's board of directors. The District shall not unreasonably delay the approval of its annual audit.
- 5.9 Termination. Unless agreed, ordered or specifically provided otherwise, all Sales and Use Tax Revenues collected by the City from the Limited Purpose Tract after the date of termination of this Agreement shall be retained by the City and may be used for any lawful purpose.

## ARTICLE VI SERVICES PROVIDED BY THE DISTRICT

- 6.1 Water, Sewer, and Drainage Services. The District shall continue to develop, to own, and to operate and to maintain a wastewater and drainage system in the District and the Tract. Additionally, the District shall cooperate with the Lower Colorado River Authority ("LCRA") in accordance with its responsibilities under its CCN and its agreements with the developer and the District to provide water service to properties within the District and to allow Developer to be reimbursed for water improvements within the District paid for by the Developer. Further as consideration of the receipt of funds from the City as described in this Agreement, the District shall use its best efforts to take one or a combination of the following actions for the benefit of the District, its landowners and residents:
- (a) Accelerate the development of the water, wastewater and drainage system improvements in the District (including the Tract) as necessary to encourage private investment in new construction in the District.
  - (b) Accelerate reimbursements to developers for eligible infrastructure development to encourage such development in the District;

- (c) Lower the overall property tax rate of the Landowners to encourage additional investment and development within the District;
- (d) Perform other District functions that might otherwise be diminished, curtailed, abbreviated or delayed by financial limitations.

## ARTICLE VII FULL PURPOSE ANNEXATION

- 7.1 No Full Purpose Annexation. The City agrees that it will not commence a Full Purpose Annexation of the District until the latter of (i) 15 years from the Effective Date of this Agreement or (ii) the date following the completion of water, wastewater, roadway and drainage facilities required to serve at least 90% of the developable acreage within the District, or (iii) as otherwise provided in the Creation Agreement.
- 7.2 Full Purpose Annexation Procedures. In accordance with Section 43.0751 of the Texas Local Government Code, the City's full-purpose annexation conversion date as set forth in § 7.1, shall include the land within the boundaries of the District and shall be deemed to be within the full-purpose boundary limits of the municipality without the need for further action by the City Council of the City. The full-purpose annexation conversion date established by a strategic partnership agreement may be altered only by mutual agreement of the District and the City.
- 7.3 Annexation of Portions of Tract. The District agrees to cooperate with and assist the City in annexing one or more areas in the Tract in the manner prescribed by law which does not result in the dissolution of the District, none of which may exceed 525 feet in width at its widest point or such other width limitation subsequently imposed by law, as reasonably necessary for the City to connect areas to the City that are outside the District and that the City intends to annex. The City agrees that such areas shall be located within right-of-way areas or along lot lines whenever possible. Notwithstanding the zoning designation approved for the annexed area, such area may be developed and used in accordance with the Creation Agreement.

## ARTICLE VIII DEFAULT/REMEDIES

- 8.1 Default. In the event of a default under or violation of this Agreement, the non-defaulting party shall send the defaulting party notice describing the breach in reasonable detail. Except as otherwise specifically provided in this Agreement, the defaulting party shall have thirty (30) days following receipt of the notice of

default or violation to initiate steps to cure the default or violation. The defaulting party shall thereafter have sixty (60) days to cure the default or violation. If the defaulting party fails to timely initiate steps to cure or to thereafter diligently proceed to cure, the non-defaulting party may bring suit to enforce this Agreement and seek any remedy provided at law or in equity.

## ARTICLE IX MISCELLANEOUS

- 9.1 Approval. This Agreement shall not be effective until it is approved and executed by the respective governing bodies of the City and the District.
- 9.2 Term. The term of this Agreement shall commence on the Effective Date and continue thereafter until 12:01 a.m. on the day immediately following the date the City annexes the District for full purpose in accordance with this Agreement. The provisions of this Agreement relating to the collection of Sales and Use Tax Revenues will automatically terminate with regard to any portion of the Limited Purpose Tract upon disannexation or full purpose annexation of the Tract.
- 9.3 Notices. Any notice required by this Agreement shall be void and of no effect unless given in accordance with the provisions of this § 9.3. All notices shall be in writing and delivered, either by personal delivery or commercial delivery service to the office of the person to whom the notice is directed, or by United States Mail, postage prepaid, as a registered or certified item, return receipt requested. Notices delivered by personal delivery or commercial delivery service shall be deemed to have been given upon receipt at the office of the person to whom the notice is directed. Notices delivered by mail shall be deemed to have been given on the third day after the date such notice is deposited in a Post Office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed and addressed, as provided below. Notice may also be provided by facsimile transmission. Facsimile notice shall be deemed to have been given upon the sender's receipt of electronic confirmation of delivery to the facsimile station indicated below.

The proper address and facsimile number for the District is as follows:

Hays County Municipal Utility District # 4  
Attention: Phil Haag  
McGinnis, Lochridge and Kilgore, LLP  
600 Congress Ave. Suite 2100  
Austin, Texas 78701  
Tel No. (512-495-6008)  
Fax No. (512-505-6308)

The proper address and facsimile number for the City is as follows:

City Administrator  
City of Dripping Springs  
P. O. Box 384  
Dripping Springs, Texas 78620  
Tel No. (512) 858 – 4725  
Fax No. (512) 858 – 5646

with a copy to:

Alan Bojorquez  
Bojorquez Law Firm, LLP  
12325 Hymeadow Drive, Building 2, Suite 100  
Austin, Texas 78750  
Fax: 512-250-0749

Any Party may change the address or facsimile number for notices specified above by giving the other party ten (10) days' advance written notice of such change of address or facsimile number.

- 9.4 Assignment. This Agreement may not be assigned or partially assigned by either party without the prior written consent of the non-assigning party, which shall not be unreasonably withheld. If the citizens of the City vote and the City converts to a Home Rule city, this Agreement shall remain in full force and effect.
- 9.5 Governing Law. THIS AGREEMENT MUST BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY, AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN HAYS COUNTY, TEXAS.
- 9.6 No Oral Modification. This Agreement may not be supplemented, modified or amended, except by written agreement with approval of the governing bodies of the District and the City.
- 9.7 No Oral Waiver. The parties may waive any of the conditions or obligations of the other party under this Agreement, but any such waiver shall be effective only if in writing and signed by the waiving party.
- 9.8 Headings, Gender, etc. The headings used in this Agreement have been inserted for convenience and do not constitute matter to be construed or interpreted in connection with this Agreement. Unless the context of this Agreement otherwise requires (a) words of any gender are deemed to include each other gender, (b) words using the singular or plural number also include the plural or singular number, respectively.
- 9.9 Partial Invalidity. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law

applicable to the terms hereof, then and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

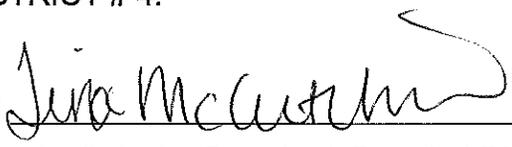
- 9.10 Authorization. Each party executing this Agreement on behalf of the District and the City possesses all requisite authority to execute this Agreement on that such party's behalf.
- 9.11 Holidays. If any deadline, or any date on which any duties or obligations under this Agreement are to be performed falls on a Saturday, Sunday or legal holiday, that date is automatically extended to the next business day.
- 9.12 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference and for the purposes set forth in this Agreement, as follows:

- Exhibit A                      Boundaries of the District
- Exhibit B                      Map of the Tract
- Exhibit C                      Legal Description of the Tract

(Signature Page to Follow)

EXECUTED and EFFECTIVE as of the Effective Date.

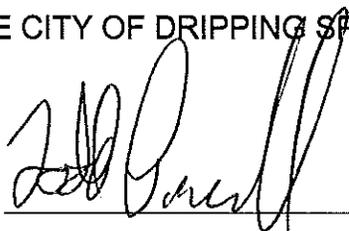
HAYS COUNTY MUNICIPAL UTILITY  
DISTRICT # 4:

By:   
Tina McCutchin, President, Board of Directors

ATTEST:

  
Paul Heiligenthal, Assistant Secretary, Board of  
Directors

THE CITY OF DRIPPING SPRINGS:

By:   
Todd Purcell, Mayor

ATTEST:

  
Jo Ann Touchstone, City Secretary



EXHIBIT A

BOUNDARIES OF THE DISTRICT

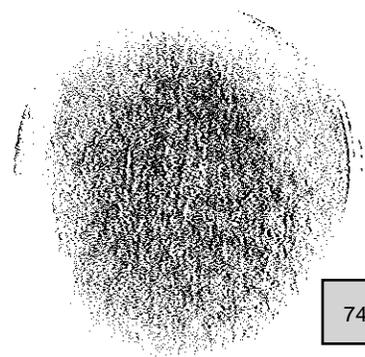
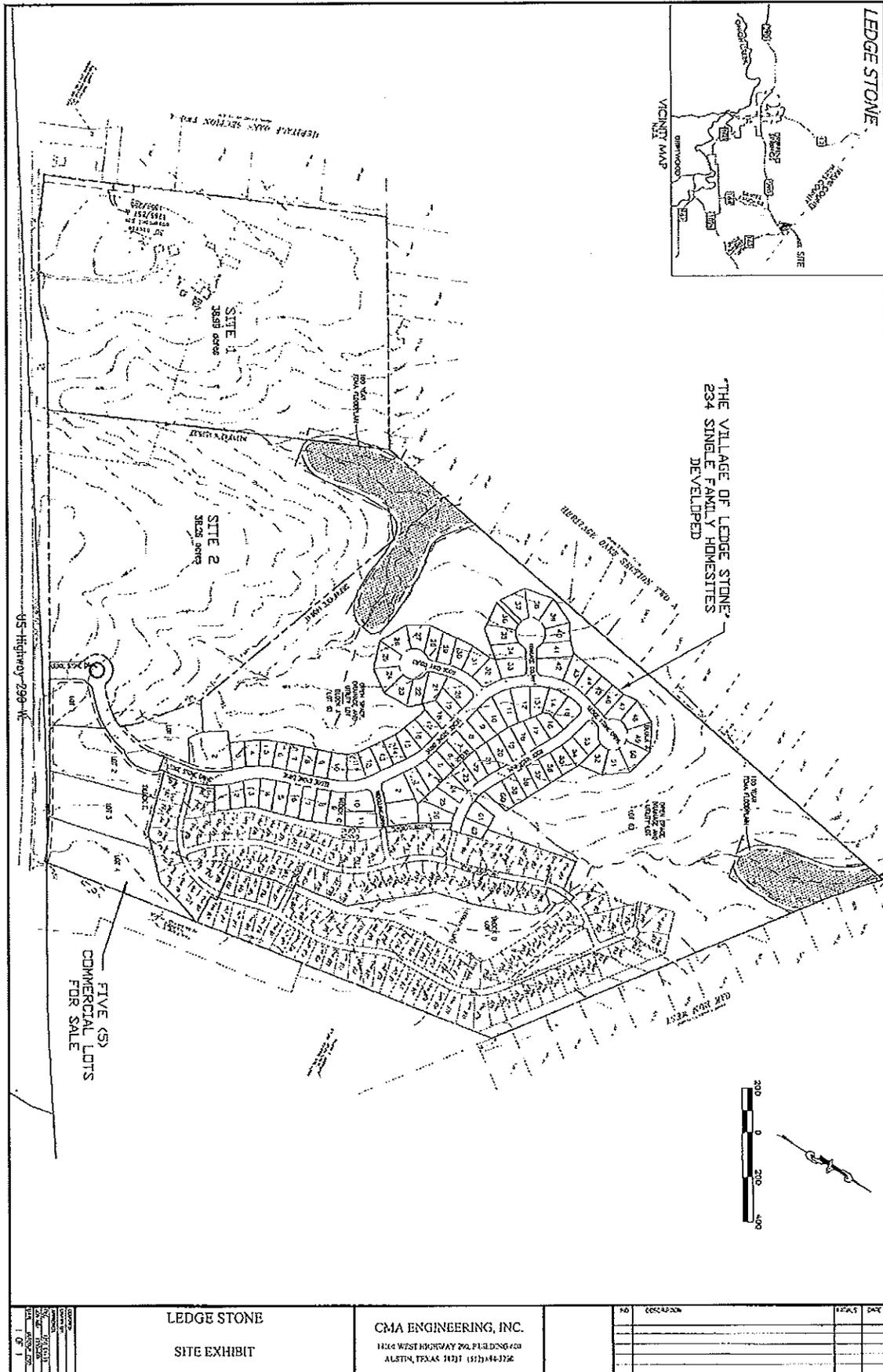


EXHIBIT "A"



LEDGE STONE SITE EXHIBIT	CMA ENGINEERING, INC. 1424 WEST HIGHWAY 290, PLAZA DONG CO AUSTIN, TEXAS 78717 (512)44-1724	NO.	DESCRIPTION	DATE	DATE

**CARSON AND BUSH****PROFESSIONAL SURVEYORS, INC.**1904 FORTVIEW ROAD  
AUSTIN, TX 78704  
TELEPHONE: (512) 442-0990  
FACSIMILE: (512) 442-1084Bk Vol Ps  
10032815 OPR 4017 167

January 19, 2001

**FIELD NOTE DESCRIPTION OF 193.926 ACRES OF LAND OUT OF THE WILLIAM S. HOLTON SURVEY NO. 57 ABSTRACT 245 IN HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN (186.61 ACRE) TRACT CONVEYED TO THE C.F. BUSH FAMILY LIMITED PARTNERSHIP BY DEEDS RECORDED IN VOLUME 1266 PAGE 867 AND VOLUME 1354 PAGE 255 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS BUT EXCLUDING THOSE TRACTS PREVIOUSLY CONVEYED TO THE STATE OF TEXAS FOR RIGHT-OF-WAY AS RECORDED IN VOLUME 170 PAGE 318 AND VOLUME 170 PAGE 322 OF THE HAYS COUNTY DEED RECORDS, AND BEING ALL OF THAT (10.00 ACRE) TRACT CONVEYED TO THE C. F. BUSH FAMILY LIMITED PARTNERSHIP BY DEED RECORDED IN VOLUME 1354 PAGE 255 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

BEGINNING at a ½ inch iron pipe found in the southwest line of Lot 13, Oak Run West, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 3 Page 77 of the Plat Records of Hays County, Texas, at the most easterly corner of that certain (200 Acre) tract conveyed from Carl A. Bible et ux. to Claude F. Bush, Jr. and Mary Pauline Bush by deed recorded in Volume 180 Page 422 of the Hays County Deed Records, and being at the Northeast corner of that certain (186.61 Acre) tract conveyed to the C.F. Bush, Jr. Family Limited Partnership by deeds recorded in Volume 1266 Page 867 and Volume 1354 Page 255 of the Hays County Official Public Records, and being the Northwest corner of that certain (20.54 Acres) tract conveyed to William R. Schneider by deed recorded in Volume 443 Page 840 of the Hays County Real Property Records, and being the Northeast corner and **PLACE OF BEGINNING** of the herein described tract;

THENCE with the east line of said Bush (200 Acre) tract, S 08 deg. 07' 52" E 2225.11 ft. to a ½ inch iron pipe found at the intersection of the east line of said Bush (200 Acre) tract and the north right-of-way line of U.S. Highway 290, and being in the north line of that certain (4.09 Acre) tract conveyed to the State of Texas by deed recorded in Volume 170 Page 318 of the Hays County Deed Records, and being the Southwest corner of that certain tract conveyed to David T. Rush by deed recorded in Volume 354 Page 796 of the Hays County Deed Records, and being the Southeast corner of this tract;

THENCE with the north right-of-way line of U.S. Highway 290, the following five courses:

- 1) S 70 deg. 52' 57" W 58.87 ft. to a concrete monument found at a point of curvature;
- 2) a curve to the left, having a radius of 5829.65 ft., an arc length of 408.49 ft., and a chord bearing of S 62 deg. 59' 57" W 408.41 ft. to a concrete monument found at a point of tangency;
- 3) S 60 deg. 58' 12" W at 1388.86 ft. passing a 14" wood fence corner post in the common line of said Bush (200 Acre) tract and that certain (300 Acre) tract conveyed from Ernest T. Leonard to Claude F. Bush, Jr. and Mary Pauline Bush by deed recorded in Volume 175 Page 619 of the Hays County Deed Records, and continuing on the same course 489.74 ft. more, for a total distance of 1878.59 ft., to a concrete monument found;

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05031233 OPR 2794 399

page 2 of 3  
193.926 Acres

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10032815 OPR 4017 168

4) S 49 deg. 31' 22" W 203.73 ft. to a concrete monument found;

5) S 60 deg. 57' 04" W 339.85 ft. to a ½ inch iron rod set with plastic-cap marked "Carson and Bush Professional Surveyors" in the south line of said Bush (300 Acre) tract, at an angle point in the south line of this tract;

THENCE leaving the north right-of-way line of U.S. Highway 290 with the south line of said Bush (300 Acre) tract, S 68 deg. 37' 00" W 224.56 ft. to a ½ inch iron rod set with plastic cap marked "Carson and Bush Professional Surveyors" in the east line of that certain (249.949 Acre) tract conveyed to 4-J Land Company, Inc. by deed recorded in Volume 324 Page 387 of the Hays County Deed Records, and being the Southwest corner of this tract;

THENCE crossing the interior of said Bush (300 Acre) tract with the common line of said 4-J Land Company (249.949 Acre) and said C.F. Bush, Jr. Family Limited Partnership (186.61 Acre) tract, the following four courses:

1) N 22 deg. 07' 34" W at 269.78 ft. passing a 5/8" iron rod found at the Southeast corner of Lot 99, Heritage Oaks Section 2-A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 2 Page 115 of the Hays County Plat Records, and continuing on the same course at 150.4 ft. passing the record most southerly corner of that certain (10.00 Acre) tract conveyed to the C.F. Bush, Jr. Family Limited Partnership by deed recorded in Volume 1354 Page 255 of the Hays County Official Public Records, and continuing on the same course at 189.70 ft. passing a 5/8" iron rod found at the Northeast corner of said Lot 99, and continuing on the same course 293.70 ft. more, for a total distance on this bearing of 903.58 ft., to a 5/8" iron rod found;

2) N 22 deg. 03' 40" W at 293.70 ft. passing the record most westerly corner of said C.F. Bush, Jr. Family Limited Partnership (10.00 Acre) tract, and continuing on the same course 452.11 ft., more for a total distance of 700.03 ft., to a 60 D nail found in the top of a fence corner post in the south line of Lot 104 of said Heritage Oaks Section 2-A;

3) N 60 deg. 38' 24" E 1054.57 ft. to a 60 D nail found in top of a fence corner post at the most easterly southeast corner of Lot 109 of said Heritage Oaks Section 2-A;

4) N 11 deg. 16' 37" E 3008.40 ft. to a ½ inch iron rod found in the northeast line of said Bush (200 Acre) tract, being a point in the southwest line of Lot 24 of said Oak Run West, and being at the most northerly corner of said C.F. Bush Family Limited Partnership (186.61 Acre) tract, and being the most easterly corner of said 4-J Land Company tract, and being the most easterly corner of Lot 124 of said Heritage Oaks Section 2-A, and being the most northerly corner of this tract;

THENCE with the northeast line of said Bush (200 Acre) tract, the following three courses:

1) S 46 deg. 58' 20" E at 229.64 ft. passing a ½ inch iron rod found at the most southerly corner of Lot 23 of said Oak Run West, and continuing on the same course 30.05 ft. more, for a total distance on this bearing of 259.69 ft., to a 60 D nail found at the base of a fence corner post;

2) S 50 deg. 34' 08" E at 147.83 ft. passing a ½ inch iron rod found at the most southerly corner of Lot 22 of said Oak Run West and continuing on the same course 108.10 ft. more, for a total distance of 255.93 ft., to a ½ inch iron rod found;

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page 3 of 3  
193.926 acres

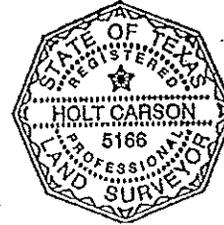
3) S 50 deg. 40' 00" E at 461.95 ft. passing a 1/2 inch iron rod found at the most southerly corner of Lot 19 of said Oak Run West, and continuing on the same course at 540.89 ft. passing a 1/2 inch iron rod found at the most southerly corner of Lot 16 of said Oak Run West, and continuing on the same course 441.13 ft more, for a total distance on this bearing of 1443.97 ft., to the Place of Beginning, containing 193.926 Acres of land.

SURVEYED: January 19, 2001

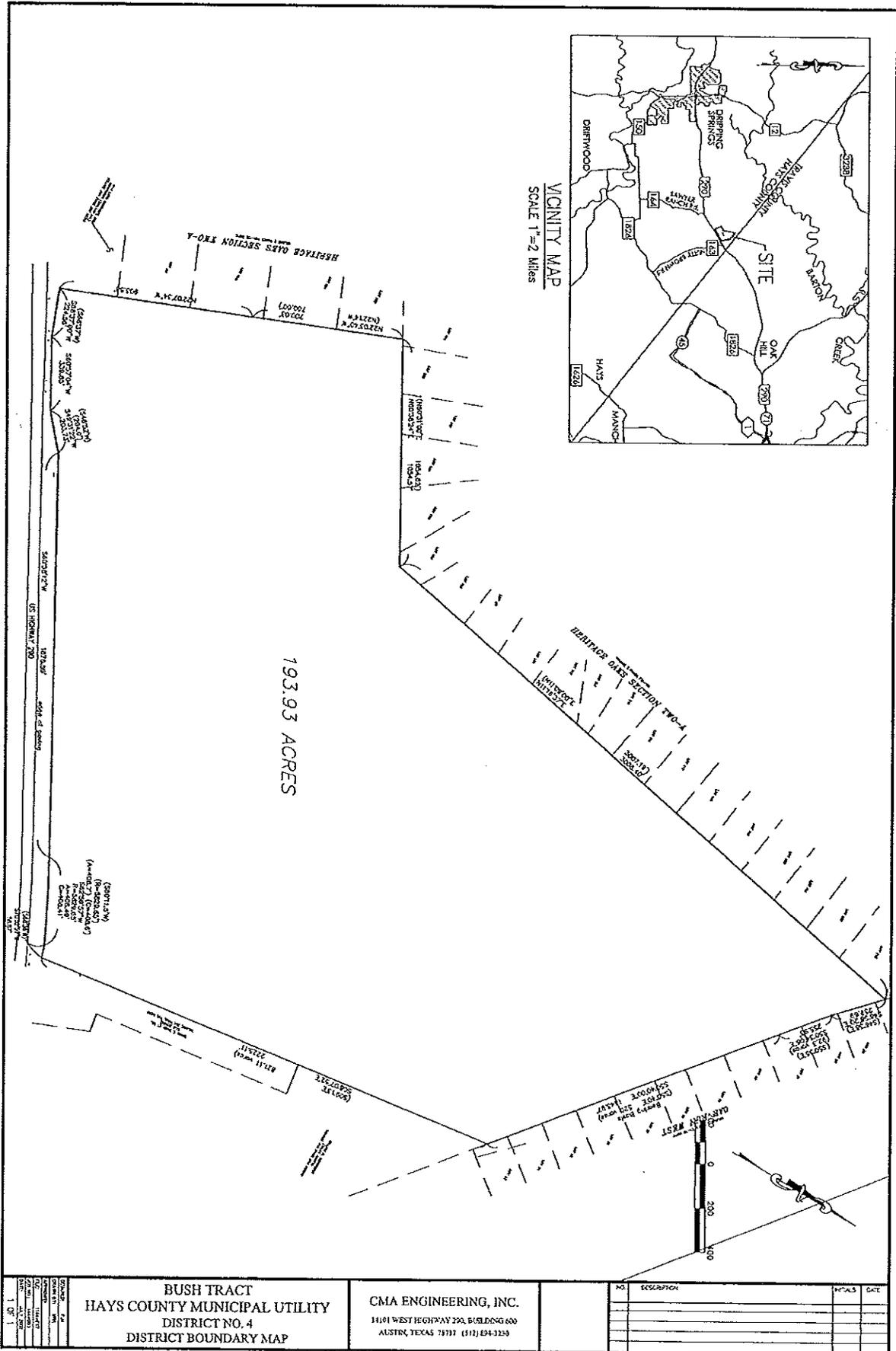
BY:



Holt Carson  
Registered Professional Land Surveyor No. 5166



see accompanying map no.B596002a



193.93 ACRES

**BUSH TRACT**  
**HAYS COUNTY MUNICIPAL UTILITY**  
**DISTRICT NO. 4**  
**DISTRICT BOUNDARY MAP**

**CMA ENGINEERING, INC.**  
 14101 WEST HIGHWAY 290, BUILDING 600  
 AUSTIN, TEXAS 78717 (512) 434-3338

NO.	DESCRIPTION	DATE

EXHIBIT B

MAP OF THE TRACT

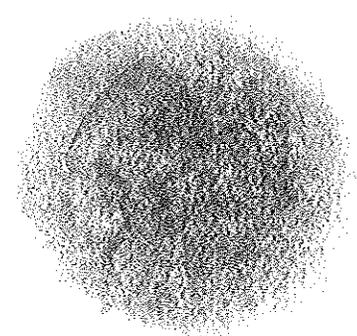
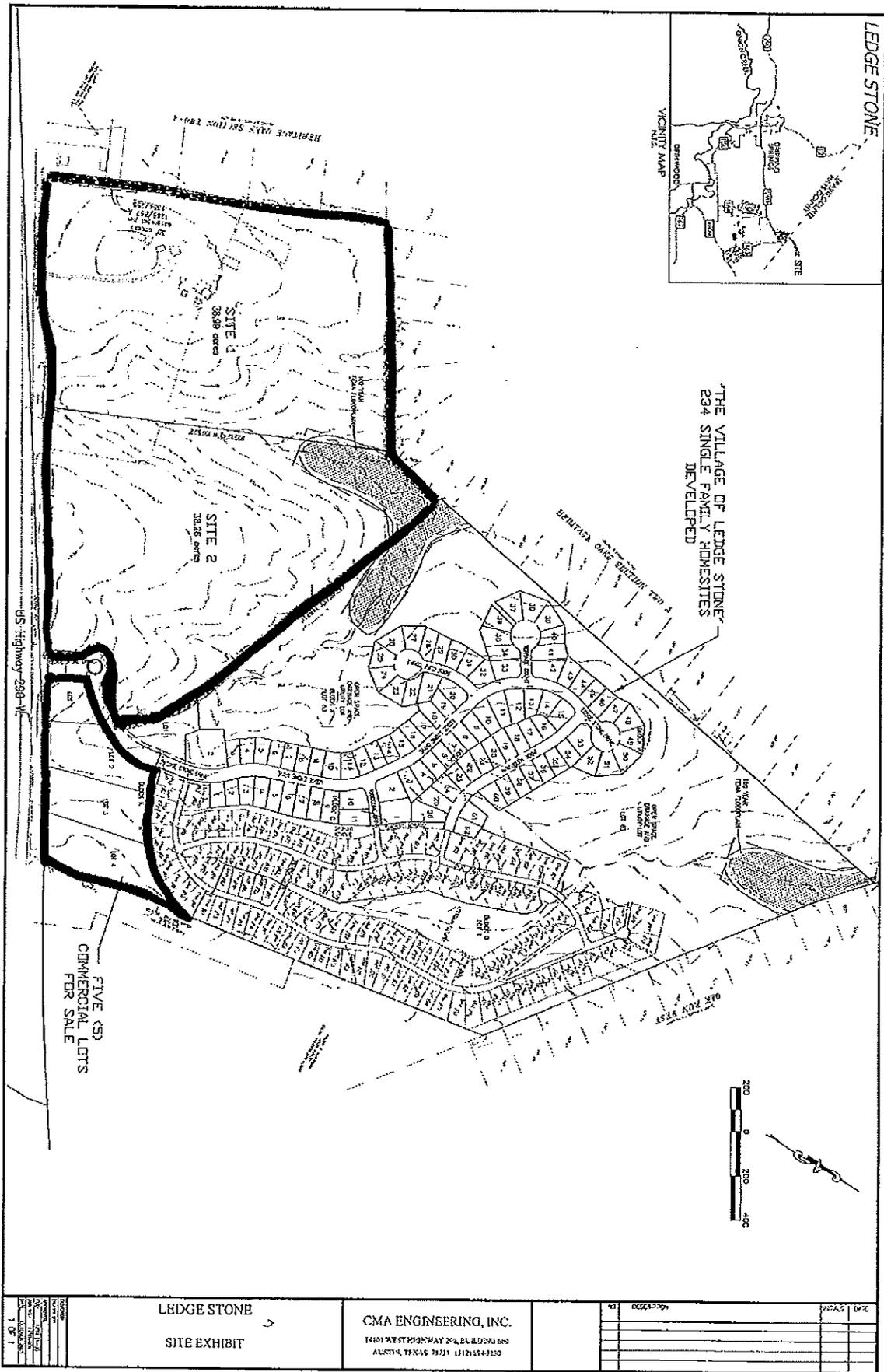


EXHIBIT "B"



**Exhibit C**  
**Legal Description of the Tract**

**85.976 acres**, more or less, described as follows:

193.926 acres of land out of the William S. Holton Survey No. 57 Abstract 245 in Hays County, Texas, being all of that certain (186.61 acre) tract conveyed to the C.F. Bush Family Limited Partnership by deeds recorded in Volume 1266 Page 867 and Volume 1354 Page 255 of the Hays County Official Public Records but excluding those tracts previously conveyed to the State of Texas for right-of-way as recorded in Volume 170 Page 318 and Volume 170 Page 322 of the Hays County Deed Records, and being all of that (10.00 acre) tract conveyed to the C.F. Bush Family Limited Partnership by deed recorded in Volume 1354 Page 255 of the Hays County Official Public Records, said 193.936 acres having been conveyed to 194 Bush, Ltd, a Texas limited partnership, by deed recorded in Volume 1777 Page 305 of the Hays County Official Public Records;

**Save and Except:**

- that 106.79 acre tract conveyed to 290 East Bush Inc. by deed recorded in Volume 2872 Page 105 of the Hays County Official Public Records; and
- that 10 acre tract conveyed in five, 1/5<sup>th</sup> undivided interests to Virginia Lee Winfield, et al, by deeds recorded in Volume 2066 Pages 817 – 820 and Volume 2066 Pages 841 – 856 of the Hays County Official Public Records;

**But specifically NOT Excepting or Excluding from the 193.926 acres, and therefore included in the 85.976 acres:** that 8.840 acres consisting of Lots 1 – 4 Block E Bush Ranch Phase 1, Revised, recorded in Volume 14 Page 54, Plat Records, Hays County, Texas, even if contained within said 106.79 acre tract or within said 10-acre tract.



**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:** April 18, 2023

**Agenda Item Wording:** **Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Pride of Dripping Springs for the Pride of Dripping Springs Festival on June 24, 2023.**

**Agenda Item Requestor:** Juana Searcy: President, Pride of Dripping Springs

**Summary/Background:** Pride of Drippings Springs has requested a Co-Sponsorship Agreement with the City of Dripping Springs for the Pride of Dripping Springs Festival on June 24, 2023. The application includes permission to hang a banner for the event at the Triangle. The applicant will display the city logo on promotional materials for the event. This is a paid, private rental with a non-profit rate.

They have completed all the required steps for this Co-Sponsorship Application.

**Board Recommendation:** The Dripping Springs Ranch Park Board recommends approving this Co-Sponsorship Agreement.

**Recommended Council Actions:** Staff recommends approval of the 2023 Co-Sponsorship Agreement with Pride of Dripping Springs.

**Attachments:** 2023 Co-Sponsorship Agreement – PODS

**Next Steps/Schedule:** Execute Agreement



March 20, 2023

City of Dripping Springs  
Attn: Johnna Kratz  
511 Mercer Street  
Dripping Springs, TX 78620

Dear Johnna,

Please accept our application for the City's co-sponsorship of the **Pride of Dripping Springs Festival 2023**. The event will take place on June 24, 2023 from 1pm - midnight at DSRP.

As Dripping Springs grew and became more diverse, I recognized the opportunity to help facilitate acceptance of the increasing numbers of LGBTQ+ members in our wonderful community. In its third year of existence, **Pride of Dripping Springs** continues to make significant progress in showcasing the positive impact that inclusivity and collaborative resources can provide by expanding its offerings of scholarship programs, resources and visibility within the community.

**Pride of Dripping Springs Festival 2023** sends out a message of inclusion, furthering the sentiment, 'Y'all means All'. This family and kid-friendly event is a great conduit for facilitating change. As I have always believed, there is far more that connects us than separates us.

By supporting **Pride of Dripping Springs Festival 2023**, the City of Dripping Springs showcases its commitment to being a multicultural community, as well as its commitment to providing resources to residents who are undersupported and marginalized. There will be parents who have recently learned their kid is within the LGTBQ+ spectrum and are seeking information on how to support them, and also trying to find acceptance for their child within the community. Attendees from the local community and beyond will not only enjoy a fabulous party, but also show their support as allies. Others may learn a little more about the beauty of the LGBTQ+ community and hopefully adopt a more supportive perspective. Attendees will not only support the local vendors at the event, they will also explore the beauty of the Hill Country and come back to support our local businesses.

Thank you so much for your consideration. In addition to the application and budget overview, I have attached a list of sponsorship tiers / packages for your review.

Best,  
Juana Searcy, President - Pride of Dripping Springs  
512-308-8636  
juana.searcy@gmail.com





# City of Dripping Springs Co-Sponsorship Agreement

CLEAR

Co-Sponsor Name: Juana Searcy

Organization: Pride of Dripping Springs

Address: 220 Retha Dr., Dripping Springs, TX 78620

Phone Number: 5123088646 Email: juana.searcy@gmail.com

**Event Description/Purpose:**

Family-friendly indoor festival celebrating the LGBTQ+ community and the positive impact that inclusivity and collaborative resources can provide. It's a REALLY fun party. Highlights include local vendors, live entertainment, concessions, a Kids Corral sponsored by the YMCA with athletic activities and bounce houses. In the evening, an over-the-top Drag Queen Show tops the marquee for attendees 18 and older. Proceeds from the event sponsor scholarships for local seniors.

Event Date: 24-Mar-2023 Event Location: DSRP, 1042 Event Center Dr., Dripping Springs, TX 78620

**THIS CO-SPONSORSHIP AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

- **Parties.** The City of Dripping Springs, Texas ("City") and Co-Sponsor, as indicated above.
- **Agreement.** The agreement documents shall consist of the Co-Sponsorship Agreement, Policy and Application form ("Attachment "A").
- **Scope.** This Agreement applies to Co-Sponsor's utilization of the City's property for the Event and reasons stated above.
- **Obligations of the City.** The extent of the City's obligations under this Agreement is that the City agrees to display a banner for the Event at city facilities and parks, post the Event on the City's website calendar and City social media sites, and adhere to all obligations described in Attachment "A".
- **Obligations of Co-Sponsor.** Co-Sponsor agrees to oversee the organization and execution of the Event and agrees to keep the City informed of plans for the Event as described in Attachment "A". Co-Sponsor agrees to provide all volunteer labor needed to operate and oversee all aspects of the Event. Co-Sponsor will put City logo on event banners.
- **Independent Contractor.** The Parties agree that Co-Sponsor is an independent contractor and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff in order to achieve the goals of this Agreement.
- **Safety.** Co-Sponsor agrees to abide by all state, federal, and local rules and regulations. Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage. Participants in the Event shall obtain itinerant vendor licenses, temporary food establishment permits, and mobile food unit permits, as applicable.
- **Site Maintenance.** Co-Sponsor agrees not to waste or damage City property and right-of-way. In addition, Co-Sponsor shall exercise reasonable care and due diligence to avoid harming City property and rights-of-way. Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
- **Duration.** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

- **Termination.** This Agreement may be terminated by mutual consent of the parties. It may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to the Event. Termination shall release each party from all obligations of this Agreement, except termination of this agreement shall not prohibit or impair a claim by either party based upon any breach of this Agreement.
- **Force Majeure.** In situations in which Co-Sponsor’s participation in the Event is delayed, cancelled or suspended due to the Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.
- **INDEMNIFICATION.** CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING OUT OF OR RESULTING FROM THE CITY’S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CO-SPONSOR.
- **Notice.** Any notice provided for by this Agreement and any other notice, demand or communication which either party may wish to send to the other, shall be in writing and given by registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended. Mail notice to the City as: Attention: City Administrator, Post Office Box 384, Dripping Springs, Texas 78620.
- **Assignment.** Neither party shall assign any of its rights or obligations under this Agreement without prior written consent of the other party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.
- **Severability.** In the event that any provision of this Agreement, or portion thereof, shall be found to be invalid or unenforceable, then, such provision or portion thereof shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion thereof within this Agreement.
- **Modifications.** All amendments or modifications to the Agreement must be in writing. No amendment or modification shall be effective until it is in writing and approved by both parties.
- **Merger.** This instrument, and any Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written.
- **Venue for Disputes.** In the event that a lawsuit is brought concerning events arising out of this Agreement, the venue for such action is *Hays County, Texas*. This Agreement shall be construed in accordance with the laws of the State of Texas.

**ACKNOWLEDGMENT:**

**Owner:**  
City of Dripping Springs, Texas

**Co-Sponsor:**  
Pride of Dripping Springs

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

\_\_\_\_\_  
Juana Searcy, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**DRIPPING SPRINGS**  
Texas

**SUBMIT**

## Co- Sponsorship Application

SPONSORING ORGANIZATION NAME: **Pride of Dripping Springs**

### APPLICANT

Name: **Juana Searcy**

Position: **President**

Contact Number: **5123088646**

Email: **juana.searcy@gmail.com**

Address: **220 Retha Dr., Dripping Springs, TX 78620**

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### EVENT

NAME: **Pride of Dripping Springs Festival 2023**

START DATE/TIME: **3/24/23**

END DATE/TIME: **3/24/23**

ADDRESS: **DSRP, 1042 Event Center Dr., Dripping Springs, TX 78620**

ESTIMATED ATTENDANCE: **2000**

### EVENT DESCRIPTION

Family-friendly indoor festival celebrating the LGBTQ+ community and the positive impact that inclusivity and collaborative resources can provide. It's a REALLY fun party. Highlights include local vendors, live entertainment, concessions, a Kids Corral sponsored by the YMCA with athletic activities and bounce houses. In the evening, an over-the-top Drag Queen Show tops the marquee for attendees 18 and older. Proceeds from the event sponsor scholarships for local seniors.

WILL THIS EVENT BE OPEN TO ALL MEMBERS OF THE PUBLIC?

Yes  No

HAVE YOU PREVIOUSLY CO-SPONSORED WITH THE CITY OF DRIPPING SPRINGS?

Yes  No

WILL YOU NEED MARKETING ASSISTANCE FOR THIS EVENT?

Yes  No

WILL THE CITY LOGO BE USED FOR THIS EVENT?

Yes  No

WILL ADMISSION BE CHARGED?

Yes  No

WILL ANYTHING BE SOLD?

(Vendor permit may be required)

Yes  No

WILL YOU BE SERVING FOOD?

(Food permit may be required)

Yes  No

IS THE ORGANIZATION A REGISTERED NONPROFIT CORPORATION OR 501(c)3?

(Attach proof to Application)

Yes  No

DOES THE ORGANIZATION HAVE LIABILITY INSURANCE FOR THIS EVENT?

(Attach proof to Application)

Yes  No

IS A BUDGET SHEET THAT INCLUDES THE EXPENSES THE SPONSORSHIP IS REQUESTING INCLUDED WITH YOUR APPLICATION?

Yes  No

HOW WILL THE CITY BE RECOGNIZED AS A CO-SPONSOR?

Logo will be showcased on all promotional material and logo will be on digital marquee.

WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

Facebook, Twitter, Instagram, advertising at the Triangle, Dripping Springs Outlook, advertising through neighboring community PRIDE organizations.

WHAT IS THE PRIOR HISTORY OF THIS EVENT OR SIMILAR EVENTS THAT INCLUDED COMMUNITY INVOLVEMENT?

We had incredible success with our last two events. Community support was overwhelming. Last year we were able to give out 6 \$500 scholarships.

PLEASE, CHOOSE ONE OR MORE OF THE FOLLOWING OPTIONS AND BRIEFLY EXPLAIN YOUR SELECTION(S) BELOW:

This Event

- Promotes the City as a desirable place to live, visit and do business.
- Promotes the City as a visitor destination and/or bring tourism- associated revenue to the City.
- Enhances the quality of life and wellbeing of some or all residents of the community.
- Advances the City's commitment to and pride in being a multicultural community. Promotes the historic districts.
- Promotes cultural and artistic awareness among the citizenry.

Pride of Dripping Springs strives to broaden awareness and create an environment of diversity and inclusion through education, resources, and events for the LGBTQ+ community. In its third year of existence, Pride of Dripping Springs continues to make significant progress in showcasing the positive impact that inclusivity and collaborative resources can provide by expanding its offerings of scholarship programs, resources and visibility within the community. Support of Pride of Dripping Springs Festivals showcases the City's commitment to being a multicultural community, as well as it's committment to providing resources to residents who are undersupported and marginalized.

\*\*\*\*\*BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF\*\*\*\*\*

RECEIVED BY CITY DATE:

COMMENTS:

CITY ADMINISTRATOR:

DATE:  APPROVE  DENY  NOT REQUIRED

DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:

DATE:  APPROVE  DENY  NOT REQUIRED

CITY COUNCIL:

DATE:  APPROVE  DENY  NOT REQUIRED

## Sign Request Form

*THE CITY MUST BE A CO-SPONSOR OF AN EVENT OR SERVICE FOR A SIGN ADVERTISING IT TO BE DISPLAYED ON CITY PROPERTY. ATTACH THIS REQUEST TO THE CO-SPONSORSHIP APPLICATION.*

Banners shall not be more than 32 square feet in area and 6 feet in height.

Noncommercial signs and temporary signs shall not be more than 36 square feet in area and 6 feet in height.

Requirements for Banners to be displayed at The Triangle:

**Banner Width & Height: 4 feet tall by 8 feet wide**

**Banner Material and Grommets: vinyl with hemmed grommets every 2 feet**

**WIND SLITS ARE REQUIRED TO BE CUT IN BANNER TO ALLOW AIR FLOW. A BANNER WITHOUT WIND SLITS SHALL NOT BE DISPLAYED.**

Sign locations will be determined by the City, based on availability.

The City will install the sign.

The City is not responsible for damage caused to a sign.

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NAME OF ENTITY: **Pride of Dripping Springs**

NAME OF REPRESENTATIVE: **Juana Searcy**

MAILING ADDRESS: **220 Retha Dr., Dripping Springs, TX 78620**

TELEPHONE NUMBER **5123088646**

EMAIL ADDRESS: **juana.searcy@gmail.com**

**DESCRIPTION OF EVENT OR SERVICE:**  
Family-friendly indoor festival celebrating the LGBTQ+ community and the positive impact that inclusivity and collaborative resources can provide. It's a REALLY fun party. Highlights include local vendors, live entertainment, concessions, a Kids Corral sponsored by the YMCA with athletic activities and bounce houses. In the evening, an over-the-top Drag Queen Show tops the marquee for attendees 18 and older. Proceeds from the event sponsor scholarships for local seniors.

DESCRIPTION OF INFORMATION TO BE DISPLAYED ON SIGN (ATTACH GRAPHIC TO APPLICATION):

Pride of Dripping Springs Festival 2023  
Date: June 23, 2023 Time: 1pm - midnight  
Location: Dripping Springs Ranch Park

SIGN DIMENSIONS AND HEIGHT: 4 ft x 8 ft

SIGN MATERIALS:

Vinyl banner with hemmed grommets every 2 feet

REQUESTED DATE FOR SIGN TO BE DISPLAYED:

(No more than 30 days prior to event/service)

TYPE OF SIGN: BANNER  NONCOMMERCIAL  TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:

At the Triangle located at the junction of 12 & 290.



\*\*\*\*\*BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF\*\*\*\*\*

RECEIVED BY CITY DATE: [Redacted]

CITY ADMINISTRATOR:

DATE: [Redacted] APPROVE  DENY



Event General Liability Insurance  
**Proposal & Application**

All Premiums have been paid!

<b>PROPOSAL NUMBER</b>	3110483	Item 6.
<b>PREPARED ON</b>	02/10/2023	
<b>PRICING VALID UNTIL</b>	02/17/2023 (7 days)	

<b>PREPARED FOR</b> Pride of Dripping Springs Juana Searcy 220 Retha Dr., Dripping Springs, TX 78620 Phone: 5126262393 Email: kathleenb@dstxevents.com	<b>LICENSED AGENT (ALL 50 STATES)</b> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945
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<b>PROPOSAL CREATED BY</b> www.TheEventHelper.com Inc. Direct Sale PO Box 1549, Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@eventhelper.com	<b>INSURED BY</b> Evanston Insurance Company NAIC: 35378 Rating: A.M. BEST A(Excellent) XV
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<b>COVERAGE LIMITS</b> Each Occurrence (Includes Bodily Injury and Property Damage) \$1,000,000 Damage to Rented Premises \$100,000 Personal & Advertising Injury \$1,000,000 Products / Completed Operations Aggregate \$2,000,000 General Aggregate \$2,000,000 Medical Payments \$5,000 Liquor Liability Host Included Waiver of Subrogation Not Included Primary & Non-Contributory Not Included Additional Insured(s) Included Hired & Non-Owned Auto Not Included Deductible \$1,000	<b>POLICY COVERAGE INTENT</b> <b>This is just a brief overview, see policy for exact coverage.</b> Property Damage Coverage for your rented Event Locations. Bodily Injury Coverage for your Event Attendees. Protection from Property Damage & Bodily Injury Lawsuits.
	<b>COST BREAKDOWN</b> Premium \$244.86 Stamping Fees \$0.18 Tax \$11.88 Policy Fee \$83.08 Risk Purchasing Group Membership Cost \$0.00
	<b>Amount Paid \$340.00</b>

<b>EVENT DETAILS</b> Where is your event? <b>TX</b> Total days of coverage you need? <b>3</b> Estimated total attendance? <b>2,000</b> <b>Festival &amp; Cultural Event - Indoor Only</b>	<b>UNDERWRITING QUESTIONS</b> See Underwriting Document
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<b>COVERAGE TERM</b> 06/23/2023, 06/24/2023, 06/25/2023	We can accept cash or check on a very limited basis and for only certain types of events. If you don't have a credit card or debit card, please contact us at least 30 days before the start date of your event at 855-493-8368 or info@theeventhelper.com. Payment must be made received and posted by us prior to the first coverage date on the policy.
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<b>ADDITIONAL INSUREDS (SHOWING 1 OF 1)</b> Dripping Springs Ranch Park 1042 Event Center Dr. Dripping Springs, TX 78620
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*Event General Liability Insurance*  
**Proposal & Application**

All Premiums have been paid!

<b>PROPOSAL NUMBER</b>	3110483
<b>PREPARED ON</b>	02/10/2023
<b>PRICING VALID UNTIL</b>	02/17/2023 (7 days)

If I choose to cancel my general liability policy, I will be subject to a refund fee of \$83.08, the full Administration Charge on my policy. In the very unlikely case www.TheEventHelper.com's coverage terms do not meet my venue's insurance requirements and cannot be amended to do so, I am eligible for a full refund of my policy price. No refunds will be issued after the commencement of the policy period. [See full refund policy.](#)

**Kathleen Rogers Baligad Agreed on March 7, 2023 at 08:04 AM**

I agree to and understand the terms and conditions of my policy(s).

**Kathleen Rogers Baligad Agreed on March 7, 2023 at 08:04 AM**

I confirm that none of the excluded event types or services will be provided by the insured on this policy.

**Kathleen Rogers Baligad Agreed on March 7, 2023 at 08:04 AM**

I understand injuries to athletic/sporting participants, performers/crews and volunteers will not be covered by this policy.

**Kathleen Rogers Baligad Agreed on March 7, 2023 at 08:04 AM**

I understand there is no coverage for any losses due to any communicable disease such as Coronavirus disease (COVID-19).

**Kathleen Rogers Baligad Agreed on March 7, 2023 at 08:04 AM**

**NOTICE TO THE APPLICANT**

No fact, circumstance or situation indicating the probability of a Claim or action for which coverage may be afforded by the proposed insurance is now known by any person(s) or organization(s) proposed for this insurance other than that which is disclosed in this application. It is agreed by all concerned that if there is knowledge of any such fact, circumstance or situation, any Claim subsequently emanating there from shall be excluded from coverage under the proposed insurance.

For the purpose of this application, I declare that to the best of my knowledge and belief, after reasonable inquiry, the statements in this application and in any attachments, are true and complete. Underwriting Managers or the Company are authorized to make any inquiry in connection with this application. Signing this application does not bind the Company to provide or the Applicant to purchase the insurance.

If the information in this application and any attachment materially changes between the date this application is signed and the effective date of the policy, I will promptly notify the underwriter, who may modify or withdraw any outstanding quotation or agreement to bind coverage.

**INSURANCE FRAUD WARNING**

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime in certain jurisdictions, and subjects the person to criminal and civil penalties.

[Click here for STATE-SPECIFIC FRAUD WARNING STATEMENTS](#)

[Please review SAMPLE POLICY here](#)

**TERMS AND CONDITIONS**

A. I warrant to the Company, that I understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy and deemed incorporated therein, should the Company evidence its acceptance of this application by issuance of a policy.

B. I confirm that I understand that this policy excludes coverage for: any Person while Practicing for or Participating in a Demonstration, Show, Competition, Contest or Athletic Event; Animal Exposures; (classified animal event removes animal exclusion) Assault & Battery; Auto Exposures; Communicable Diseases; Cyber Acts, Incidents or Data Breaches; Explosives; Firearms; Unmanned Aircraft

C. I confirm that there will be no Mosh Pits or Fireworks/Pyrotechnics (Only Cold Sparklers OK).

D. I understand there is no coverage for water activities, amusement devices, inflatables, rides or animals (classified animal event removes animal exclusion). This does not mean I cannot have them at my event, it means this policy will exclude coverage for water activities, amusement devices, inflatables, rides or animals. This policy will not cover any athletic or sports participants, employees, volunteers, or individuals compensated by the insured.

E. I understand that the event types under "EXCLUDED EVENT TYPES" are excluded from this policy.

**EXCLUDED EVENT TYPES & ACTIVITIES**

Aircraft Events; Boat Shows (on the open water); Cannabis Events or Products; Childcare; Concerts with Rap, Hip Hop, Heavy Metal, or Hard Rock; Firework/Pyrotechnics including Hot Sparklers; Fraternity Events; Go Kart Races; Hang Gliding/SkyDiving; Haunted Attractions; Haunted Houses; Hot Air Balloon Rides or Events; Motorized Sporting Events; Music Events with Overnight Exposure; Obstacle Races and Mud Runs; Parachuting; Parasailing; Political or Activist Events including Protests, Rallies or Marches; Raves; Roller Coasters/Sky Coasters; Roller Derby; Roller Skating Events; SkyDiving; Skateboarding; Sorority Events; Tractor Pulls; Trampolines; Unmanned Aircraft; Wall Climbing; War Games/Re-enactments; Water Events (unless classified as water event type); Water Slides; Weapon Events including Gun Shows

F. I am hereby notified that my policy will terminate effective no later than the date and time of its expiration. I have no right of automatic renewal and additional coverage will require application with no guarantee of approval or policy issuance.

I understand that by purchasing this insurance I am joining the Promotion, Event and Prize Purchasing Group.

[Click here for STATE-SPECIFIC NOTICES](#)

Licensed Agent in all 50 states: Will Maddux

<b>PROPOSAL NUMBER</b>	3110483	Item 6.
<b>ANSWERED ON</b>	02/10/2023	
<b>POLICY EFFECTIVE</b>	06/23/2023	

**UNDERWRITING QUESTIONS & ANSWERS**

**Question 1:**

Are there water activities, amusement devices, inflatables, rides or animals?

No  Yes

Answer Date: 02/10/2023

**Question 2:**

Will your event(s) be a political event, activist event, protest, rally or march?

No  Yes

Answer Date: 02/10/2023

**Question 3:**

Is there camping, sleeping overnight or events past 2am?

No  Yes

Answer Date: 02/10/2023

**Question 4:**

Will you or anyone under your direction be operating a golf cart, ATV or UTV?

No  Yes

Answer Date: 02/10/2023

**Question 5:**

Have you or anyone involved in the Event had more than 1 Event Liability Claims/Losses or any Event Liability Claim/Loss valued over \$10,000 in the past 5 years?

No  Yes

Answer Date: 02/10/2023

**Question 6:**

Does your event include a live concert or a DJ performance?

No  Yes

Answer Date: 02/10/2023

**Question 6A:**

Will your event have any of the following live music?

Alternative Rock, Heavy Metal, Hip Hop, Punk Rock, R & B, Rap, Ska or Spoken Word.

None of the Above Music Will Be Played  Yes

Answer Date: 02/10/2023

**Question 6B:**

Will someone else like the venue or an independent insured firm be in charge of security?

No  Yes

Answer Date: 02/10/2023

**Question 7:**

Will you, the insured, your operations, your products, or your event participation have any involvement with cannabis or cannabis-related products?

No  Yes

Answer Date: 02/10/2023

**Question 8**

Will your event involve any type of motorsports including but not limited to car, atv, utv or motorcycle racing, rallying,

stunts or burnouts?

**No**    **Yes**

Answer Date: 02/10/2022

Item 6.

# PRIDE OF DRIPPING SPRINGS JUNE 24 FESTIVAL

**Pride 2023**

1pm-5pm

Family-friendly  
festival

**After Dark**

7pm-12am

Cocktails,  
dancing and  
drag. 18+ only



visit  
[prideofdrippingsprings.org](http://prideofdrippingsprings.org)  
for more details



DRIPPING SPRINGS  
Texas

DRIPPING SPRINGS  
**RANCH  
PARK**



DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

APPLICANT INFORMATION

Lessee/Company Name: Pride of Dripping Springs
Designated Event Spokesperson: Juana Searcy
Address: 220 Retha Dr City/State/Zip Dripping Springs, TX 78620
Phone #: (512) 308-8646 Alternate Phone #: (512) 626-2393
Email: juana.searcy@gmail.com

EVENT INFORMATION

Name of Event: Pride of Dripping Springs Festival 2023 Website: prideofdrippingsprings.org
Event Start Date: 6/23/23 (Actual Rental, including set up)
Event End Date: 6/25/23 (Actual Rental, including break down)
Event Start Time: 1:00pm \*Event End Time: midnight
All music & alcohol consumption must end by 10PM. No exceptions.

Description of Event: Community festival celebrating LGBTQ+.
Live music, food, alcohol, entertainment, vendors, kids activities,
bounce houses

Expected Attendance for Event: 2000+

Times and Types of Use: (Please be specific and list all times the space is needed, including deliveries & set-up. Failure to list all set up times & dates and event times could result in the building not being accessible or staff unavailable at your desired times. Full Day (12 hours), Half Day (6 hours). This must include set-up and breakdown times needed. Additional Per hour rates are available to Full and Half day rentals.

Set Up dates and times? Set up: 6/23/23, 3pm- 10pm (vendor & main event)
Breakdown: 6/25/23, 8am - 2pm (vendor & main event)
Sat - 12hr rental: full facility.

Special Requests? Tamp down dirt in the arena for kids activities (Fri night)
Gates or similar to contain kids activities in warm up area. Gates behind vendors set up by garage doors.

WWW.DRIPPINGSRINGSRANHPARK.COM
PHONE: 512-894-2390

PHYSICAL ADDRESS: 1042 EVENT CENTER DRIVE
DRIPPING SPRINGS, TEXAS 78620
MAILING ADDRESS: PO Box 384
DRIPPING SPRINGS, TEXAS 78620



## DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

### SOUND & AUDIO/VISUAL EQUIPMENT

Will there be loudspeakers, live music or any activity which involves amplification equipment or devices of any kind?  YES  NO If yes, please describe: DJ - prerecorded music

Will you use DSRP Sound System/Microphones?  YES  NO

Will you use the projector/screen in the Special Event Room?  YES  NO

Will you need a sound/AV Tech (additional fee TBD) prior to or during your event?  YES  NO

If you answered 'YES' to any of the above, please state your specific needs for sound/AV: \_\_\_\_\_

We may need to use the facility's sound system for announcements.

### SPECIAL ELECTRICAL NEEDS

(Special electrical needs will result in additional fees)

Do you have special electrical needs/set up?  YES  NO

If YES, special electrical needs *must be submitted to DSRP no later than 30 days in advance of the event*. Failure to make this submittal could hinder your electrical needs being met by the facility. Please describe special electrical needs in detail: \_\_\_\_\_

Spider boxes for vendor booths.

### ALCOHOLIC BEVERAGES

*\*Please see Facilities Rental Policy regarding alcoholic beverage service, consumption & security requirements*

Will alcohol be served at your event?  YES  NO

Will alcohol be sold at your event?  YES  NO

If alcohol is to be sold at your event, you must provide a copy of your **Texas Alcoholic Beverage Commission Permit** and a copy of the **Certificate of Liability Insurance** with at least \$1,000,000.00 (One-Million Dollars and Zero Cents) coverage for personal and property injuries.

TABC License Number: TBD, bartenders will provide.

Date Submitted: \_\_\_\_\_ Received by: \_\_\_\_\_

WWW.DRIPPINGSRINGSRANCHPARK.COM

PHONE: 512-894-2390

**PHYSICAL ADDRESS:** 1042 EVENT CENTER DRIVE  
DRIPPING SPRINGS, TEXAS 78620  
**MAILING ADDRESS:** PO Box 384  
DRIPPING SPRINGS, TEXAS 78620



**DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT**

Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named Insured):  YES  NO

Approved for Alcohol Sales:  YES  NO

City Staff Signature of Approval: X \_\_\_\_\_

**GENERAL LIABILITY INSURANCE**

Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named Insured):  YES  NO

**CONCESSION SALES**

Would you like to request concession sales at your event?  YES  NO

**SPECIAL SET-UP or DIRT NEEDS**

(Special set-up & dirt needs will result in additional fees)

Do you have special set-up needs or special dirt needs?  YES  NO

If YES, special set-up needs or special dirt needs must be submitted to DSRP no later than 30 days in advance of the event. Failure to make this submittal could hinder your set-up and/or dirt needs being met by the facility.

Please describe special set-up and/or dirt needs in detail: Friday night - light pack

Please tamp down dirt in arena for children's activities. Provide gates or similar to corral kids area in warm up area. Set up amount TBD (staff hours)

WWW.DRIPPINGSRINGSRANCHPARK.COM

PHONE: 512-894-2390

**PHYSICAL ADDRESS:** 1042 EVENT CENTER DRIVE  
DRIPPING SPRINGS, TEXAS 78620  
**MAILING ADDRESS:** PO BOX 384  
DRIPPING SPRINGS, TEXAS 78620



## DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

### DRIPPING SPRINGS RANCH PARK FACILITIES RENTAL POLICY

(approved 12/10/19)

**POLICIES AND PARK RULES FOR USE OF THE EVENT CENTER AND OUTDOOR ARENA COMPLEX ARE ATTACHED. PLEASE READ THOROUGHLY BEFORE RESERVING THE FACILITIES. YOU WILL BE REQUIRED TO ADHERE TO ALL POLICIES AND PARK RULES. FAILURE TO ADHERE TO POLICIES AND PARK RULES COULD RESULT IN EVENT CANCELLATION, FINES AND ALL PAYMENTS AND DEPOSITS BEING FORFEITED.**

The following information includes: (1) definitions of rental categories; and (2) general policies and rules for use of the Dripping Springs Ranch Park Event Center and Outdoor Arena ("DSRP Event Center and Outdoor Arena"). In this document, the City of Dripping Springs is referred to as the "City". The Dripping Springs Ranch Park Event Center Manager ("DSRP Manager") will be the contact for all events at the Dripping Springs Ranch Park Event Center and Outdoor Arena. Please contact the DSRP Manager for details.

#### **DSRP EVENT CENTER DEFINITIONS**

##### **Event Center Facility Rental**

Fee includes use of the large indoor arena, small arena, lights, announcer's booth, public address system, chutes, panels, warm up arena and common/ vendor areas; 12,000 sq. ft meeting space & 6,000 sq. Ft. meeting space, Concession Kitchen. The fee does not include any facilities not listed here. Additional Custodial Fees required.

##### **Event Center Large Indoor Arena Rental**

Fee includes use of large indoor arena, lights, announcer's booth, public address system, chutes, panels, and warm up arena. The fee does not include any facilities not listed here. Additional Custodial Fees required.

##### **Event Center Small Indoor Arena Rental**

Fee includes use of small indoor arena, lights, announcer's booth, public address system, chutes, panels, and warm up arena. The fee does not include any facilities not listed here. Additional Custodial Fees required.

##### **Large Special Event Room Rental**

Fee includes the 12,000 sq. ft. meeting space is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

##### **Small Special Event Room Rental**

Fee includes the 6,000 sq. ft. meeting space is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

##### **Vendor Hall/Front Porch Rental**

Fee includes the 19,000 sq. ft. covered area in the Event Center is available in conjunction with other events, or for stand-alone events. The fee does not include any facilities not listed here. Additional Custodial Fees required.

##### **Event Center Stalls**

Stalls are available for rent at the Event Center. Any horse that remains at the facility overnight must be in a fee for use stall or tied up at the trailer or in a portable pen adjacent to your primitive camp site (Grounds fee will apply if tied adjacent to primitive camp site, in a portable pen or tied to trailer). Tying horses to the stalls is prohibited. Tying horses to your trailer at your RV campsite or erecting a portable pen at your RV campsite is prohibited. Tying or placing horses in any livestock pens, rough stock pens or cattle pens is prohibited. Rental period is 24 hours, noon to noon daily. Users may pay the fee at the Dripping Springs Ranch Park or may pay directly the Lessee/event holder who is responsible for remitting payment to the City. Using the stalls without renting this amenity will result in forfeiture of event deposit. DSRP requires that each stall have a minimum of 2 bags of shavings per stall. Shavings are not included in the stall rental price but are available for purchase at

WWW.DRIPPINGSRINGSRANCHPARK.COM

PHONE: 512-894-2390

**PHYSICAL ADDRESS: 1042 EVENT CENTER DRIVE  
DRIPPING SPRINGS, TEXAS 78620**

**MAILING ADDRESS: PO Box 384  
DRIPPING SPRINGS, TEXAS 78620**



## DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

Dripping Springs Ranch Park. No outside shavings are allowed. Event Managers/Show managers have the option to do their own stall check-ins and remit payment to DSRP for stalls and shavings at DSRP rates.

### RV Sites

Rental period is 2PM-10AM daily. Electricity and water are included in fee. Campers may pay the Ranch Park staff or the Lessee/event holder responsible for remitting payment to the City. Maximum stay is 7 days. Event Managers/Show managers have the option to do their own RV check-ins and remit payment to DSRP for RVs at DSRP rates.

### Concession Stand Rental

The Concession stand is available for rent during events. If Lessee requires a concessionaire, contact DSRP Manager. The fee does not include any facilities not listed here. Additional Custodial Fees required.

### Concession Kitchen Rental

The Concession Kitchen is available for rent during events. If Lessee requires a concessionaire, contact DSRP Manager. The fee does not include any facilities not listed here. Additional Custodial Fees required.

### Tables and Chairs

The DSRP Event Center has a limited number of 8-foot-long rectangular tables and folding chairs available for rent during events.

### Arena Prep

DSRP will provide personnel on site to prepare the arena dirt before the rental time period as needed. Cost is included in rental fee. Lessees who wish to work the dirt themselves during the event will be required to: 1) bring their own equipment; 2) attend a scheduled orientation with event center staff; 3) provide proof of \$1,000,000.00 of liability insurance coverage to cover personal and property injury/damages to, including but not limited to, any portion of the arena, including the base layer of the arena floor. All equipment brought in by outside parties must be approved by the event center staff prior to use in the arena. Said equipment should be well maintained and in good working order. The DSRP equipment is available for use during events for a fee. Before use each operator must be cleared by staff on equipment use and sign the DSRP Equipment Use Waiver.

## OUTDOOR ARENA COMPLEX DEFINITIONS

Dripping Springs Ranch Park also has an outdoor arena available for rental. Amenities include the riding arena, a round pen, and arena lights.

### Lessee

Person or entity leasing the Event Center and/or the Outdoor Arena (aka: event holder, show manager, etc.).

### Outdoor Riding Arena & Round Pen Rental

The arena is 250 x 150 sq ft. This arena can be used in conjunction with events at the Event Center or as a standalone rental. The arena has lighting for evening use, announcer's booth, and public address system. An outdoor round pen is included in the rental of the riding arena for warm-up and training horses. The fee does not include any facilities not listed here. Additional Custodial Fees required.

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## DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

### **POLICIES FOR USE: Dripping Springs Ranch Park Event Center & Outdoor Arena**

1. **No GLASS** containers are allowed on premises of the Dripping Springs Ranch Park and Event Center. This includes all outdoor spaces. Failure for lessee and guests to comply with this policy will result in a \$500 fine and immediate cancellation of your event.
2. When renting the special event rooms or any other areas of the facility it is the event holder's responsibility to supervise all children. Persons under the age of 18 years authorized to be in a park facility must always be accompanied by an adult. The ratio of minors to adults shall be no less than one adult for every eight minors. Failure to follow these guidelines could result in immediate cancellation of event.
3. **Facility Rental Period:** Full Day (12 hours), Half Day (6 hours). This must include set-up and breakdown times needed. Per hour rates are available to Full and Half day rentals.
4. **Multiple Day Events:** Parties booking for multiple day events will pay the 12-hour rate per day. Clean up must be done by 12:00 midnight of the last day of booking or the per hour charge will apply to additional clean-up time.
5. **Parties booking individual areas** of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Rooms, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. In order to guarantee a reservation with no restrictions the entire Event Center must be reserved.
6. **No Sublease:** No subleasing of any area of the Dripping Springs Ranch Park Event Center or Outdoor Arena Complex is allowed, excluding vendors related to your event. The City requires knowledge of all the parties it deals with so it can assure that all parties are made aware of the requirements. An association or group that rents the arena and stalls and rents the stalls to its participants will not be considered as subleasing.
7. **Event Scheduling:** Bookings may be made up to eighteen (18) months in advance of the proposed event. Please contact the DSRP Manager for information and booking of the facilities. Reservations for the Outdoor Arena may be rescheduled or refunded due to weather conditions at the discretion of the City. Recurring events have the option to book multiple years in advance.
8. **Event Scheduling:** DSRP retains the right to refuse booking an event of a competing or similar nature within 45 days of an event already booked.
9. **Events with amplified music** must end at midnight and is restricted to 65 decibels or less. One hour will be given to clean up and exit after the event, but the music must end at midnight. Events with alcohol must cease alcohol consumption at midnight. If the premises are not vacated within the 1-hour clean up time, a per hour charge will be incurred. This 1-hour clean up time counts towards the 12 hour or 6 hour rental time frame.
10. **Payment:** A \$250 non-refundable deposit that credits toward your rental fees is due to reserve any dates. Remaining fees are due sixty (60) days prior to your event. The estimated charges are determined using the rental form that is completed prior to securing a confirmed date. If additional amenities or facilities are added or deleted at a later date, additional fees or refunds may apply. Events cancelled more than sixty (60) days prior to the first day/date of the scheduled event will receive a refund minus the \$250.00 deposit. Events cancelled between thirty (30) and sixty (60) days prior to the first day/date of the scheduled event will receive a fifty (50%) percent refund. Events cancelled less than thirty (30) days prior to the first scheduled day/date of the event will receive **NO** refund. A \$25.00 NSF fee will be assessed for all returned checks.
11. **Security Deposit:** A credit card must be placed on file as a security deposit. To avoid charges, Lessee agrees to leave the premises in as good or better condition than that which existed prior to their usage: such determination is at the sole discretion of the City. All trash must be disposed of properly.

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## DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

City representative will conduct a walk-through of the premises with the Lessee prior to the event to ensure that all facilities are in working order. An authorized City representative shall complete a walk-through with the Lessee following the event to determine and notify the Lessee of any damages and/or charges. Any damage repair incurred by the City will be charged to the card on file at actual cost.

12. **Insurance:** Event Lessee and any alcoholic beverage vendor must each provide a copy of its certificate of liability insurance, with a separate endorsement listing the City and DSRP as an additional insured, in the amount of \$1,000,000.00, insuring against any and all claims for personal injury, death, and/or property damage relating to the event and the Dripping Springs Ranch Park Event Center and Outdoor Arena.
13. **Indemnification:** City shall not be liable to Lessee or Lessee's employees, agents or invitees, or to any other person or entity, for any injury to person or property on or about the DSRP Event Center and Outdoor Arena caused by the negligence or misconduct of Lessee, its employees, or agents. Lessee and all vendors shall indemnify City and hold City harmless from any loss, expense or claims arising out of any such injury.
14. **Alcoholic Beverages:** No sale of alcoholic beverages will be allowed at the DSRP Event Center and Outdoor Arena without the prior written approval of the City. Lessees and/or vendors selling alcoholic beverages must be a holder of a current/valid Texas Alcoholic Beverage Commission ("TABC") license and must provide the City a copy of said TABC license/permit a minimum of two (2) business days prior to the event.
15. **Security and Emergency Medical Services ("EMS"):** Lessee shall be solely responsible for providing a reasonable number of Security and EMS personnel, at the City's discretion, before, during, and after the event to help maintain order, to regulate traffic control, and/or to provide any other security/safety functions that the City determines to be necessary. Lessee shall be responsible for the actions and safety of Lessee or any of Lessee's guests, patrons, or anyone on or around the DSRP Event Center and Outdoor Arena premises as a result of the event, including without limitation protecting such persons from injury or death and protecting Lessee's and City's property or the property of such persons, including any vendors, from loss or damage. Lessee shall arrange for such security and EMS personnel at its own expense and advise the City of actions taken. The City must approve the Lessee plan for security and safety a minimum of three (3) business days before the first day/date of the event. The event cannot take place without prior written approval from the City.

**Emergency Medical Technicians** are required at each event where there is a substantial risk of injury to the contestants or audience. Need is determined on an event by event basis by Staff. Securing and/or notifying EMT and Paramedics is the responsibility of the event holder.

**The establishment of Security** requirements for an event will be determined by Staff. These guidelines are established for the protection of life and property while events are in progress and may include officers before, during or after events. All security officers will be arranged for and managed by the event holder. Security and/or Law Enforcement must be present prior to the beginning of the event and must remain until all crowds and traffic are dispersed and evacuated. See below for guidelines-final plan must be approved by Staff.

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## DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

**All Events with alcohol must have security present.** Events with up to 250 attendees must have one licensed security personnel. 250-500 attendees require 2 licensed security personnel. Attendance of over 500 persons requires 3 licensed security personnel.

Other events may be required to have security, even if no alcohol is served or consumed, depending on attendance and type of event.

17. **Release of Liability Waivers:** The Lessee is responsible for copying waivers and obtaining signatures from each participant prior to participation in the event. Signed waivers must be returned to Dripping Springs Ranch Park Staff no later than seven (7) business days after an event is completed. A copy of the City's waiver may be obtained from Dripping Springs Ranch Park or on the Ranch Park's website.
18. **Special Event Food Vendors:** Special events that will have food vendors must obtain a Special Events Food Vendor permit from the City of Dripping Springs. Please contact Kyle DeHart, City of Dripping Springs Environmental Health & City Inspector for more information.
19. **Concessions:** Please contact [dsrpinfo@cityofdrippingsprings.com](mailto:dsrpinfo@cityofdrippingsprings.com) to inquire about concessions availability.
20. **Overnight RV Camping:** Overnight RV camping is permitted. Refer to the Fee Schedule for pricing. Campers may pay the DSRP Staff or the Lessee/event manager responsible for remitting payment to the City. There is a Dump Station on the property available for use with paid RV Fee. There is no discharge of grey water on the property and spills at the Dump Station will be the responsibility of the RV owner.
21. **Overnight Primitive Camping:** Overnight primitive camping is permitted. Refer to the Fee Schedule for pricing. Campers may pay the DSRP staff or the Lessee/event manager responsible for remitting payment to the City. Please note that the Park does not have electrical hook-ups for campers.
22. **Toilets:** The Event Center houses sixteen women's toilets, nine men's toilets and three urinals. The new addition houses eight women's toilets, five men's toilets and three urinals. There is one portable toilet available for the Outdoor Arena. In cases where the existing restroom facilities will be inadequate, the Lessee is responsible for renting additional toilets. Please see guidelines.

**Special Event Toilet Calculator**

Number of Hours	Maximum Attendance*										
	100	250	500	1,000	2,000	3,000	4,000	5,000	6,000	7,000	8,000
1	1	2	2	3	4	10	10	12	17	20	24
2	1	2	3	4	8	12	16	20	27	32	39
3	1	2	3	5	10	15	19	24	34	38	47
4	1	2	4	6	11	16	22	27	38	41	54
5	2	2	4	6	12	18	24	29	41	42	58
6	2	3	4	7	13	18	25	31	42	46	62
7	2	3	4	7	13	19	25	32	46	46	64
8	2	3	4	7	14	20	27	33	46	46	66

\*If alcohol is being served, we recommend increasing the number of restrooms for your event. Please keep in mind that this is an estimated number of restrooms needed. You may need more, or less depending on your specific needs.

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## DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

24. **Parking:** Parking at DSRP event center is free to Lessee and its participants. The City may choose to charge for parking at other hosted events. If your event attendance is expected to be exceed 500 attendees, Lessee will be required to submit a parking plan to DSRP management no later than 30 days prior to event. Parking Plans, parking requirements or parking lot attendants may be required, and this determination is at the sole discretion of DSRP management.
25. **Equipment:** Show production equipment provided by the Lessee must be removed by Lessee from the arena or other fields no later than end of rental period. All City equipment such as orange cones or other equipment provided by the City must be returned to original placement following use. All leasable equipment is noted on the Rate Schedule. DSRP can arrange for additional equipment or services through outside sources at rates to be quoted upon request.
26. **Orange Cones:** If Available the City will have, free of charge, 36" tall orange traffic cones should the Lessee request them for an event. Lessee is responsible for notifying the City at least five days prior to event, providing the number of cones needed. Lessee is also responsible for placing cones where needed and returning them to their original location. Lost/damaged cones will be replaced at Lessee expense.
27. **Coggins Lab Accession Log:** Lessee is required to comply with the Texas Animal Health Control ("TAHC") regulations. Current Coggins Lab Accessions are required for all horses on DSRP property.
28. **General Park Rules:** General park rules for the City apply at the DSRP Event Center and Outdoor Arena. Campfires, glass containers, or fireworks are NOT permitted at the DSRP Event Center and Outdoor Arena complex or in the general park area. If you have questions about other general park rules, please refer to the Parks link on the City of Dripping Springs website at [www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com) or contact City Hall at 512-858-4725.
29. **No alterations of any structure** will be allowed and there will be no glue, wire, screws, or nails attached to or embedded into the walls or ceilings for any reason.
30. **No signs or banners** shall be placed in the DSRP Event Center and Outdoor Arena without the consent of the DSRP Manager. No signs or banners shall be placed over an existing banner or exit sign.
31. It is the responsibility of the Lessee to remove all event related items (i.e. banners, signs, decorations, etc.) at the end of the event. DSRP will not be responsible for any items left behind.
32. **No smoking on or around** the DSRP Event Center and Outdoor Arena.
33. No alcoholic beverages permitted on or around the DSRP Event Center and Outdoor Arena unless: (a) purchased on site from approved vendor possessing appropriate licensing from TABC, or (b) provided free of charge by a Lessee to invited guests at a private function that is not open to the general public.
34. **Dogs must be on leash at all times** on or around the DSRP Event Center and Outdoor Arena. Owners must pick up after dogs or may be asked to leave the premises.
35. **Special Needs:** If you find that your event requires services or has needs not addressed in this document or rental forms, please contact the DSRP Manager to discuss.
36. **Planning Setups (Floor Plans):** DSRP staff will assist with arrangements for set up of your event. This assistance includes helping you plan the floor plans and layout for your event. All efforts will be made to ensure no detail is overlooked.
37. **Floor Plan, layout, dirt needs & electrical needs and parking plan:** The floor plan, event layout, dirt needs and electrical need and parking plans are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting layout and electrical needs. Changes made after this 30-day deadline may result in additional fees.
38. **DSRP has wifi internet available.** A password is required for access.
39. **Please keep DSRP staff informed of any deliveries** for your event. DSRP cannot accept responsibility for liability or loss. Lessees must arrange for security for items shipped in advance. DSRP does not arrange return shipping for any item, this is the Lessees responsibility.

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## DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

41. **DSRP will provide trashcans and liners for events.** Lessee is responsible for utilizing these cans throughout your event. Your custodial fee covers staff changing out trash throughout your event. All bulk trash items must be removed by Lessee. If not removed and disposed of an additional clean up fee may be assessed.
42. **The DSRP Lobby is not a rental space.** It is common area which serves as the entrance and restroom access for concurrent events. No Lessee will be permitted to conduct events in the Lobby that would interfere with other events occurring within DSRP.
43. **Any space is rented as is; 'four walls';** any changes or modifications could result in additional fees. Please refer to fee schedule. Personnel necessary for normal building operations will be on duty. If additional staff is needed for your event there will be additional staff fees.
44. **Each event will have a designated spokesperson.** Any communications before and during the event must come through the designated spokesperson.

**\*\*Parties booking individual areas of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Rooms, Indoor/Outdoor Arenas, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. In order to guarantee a reservation with no restrictions, the entire Event Center must be reserved.**

**To ensure no other events will take place during your event, you must book the entire Event Center.**

**The floor plan, event layout, dirt needs, electrical needs and parking plans are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting floor plan, event layout, dirt needs, electrical needs and parking needs. Changes made after this 30 day deadline may result in additional fees.**

**The decision as to whether or not a proposed event or activity is appropriate for the desired space at the Dripping Springs Ranch Park and Event Center rests with the DSRP Manager.**

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# DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

**EVENT NAME:** Pride of Dripping Springs Festival 2023

## FEES

**EVENT DATE:** 6/24/23

### Rental Space(s) Requested

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Entire DSRP Park                | <input checked="" type="checkbox"/> Main Event Room Main | <input type="checkbox"/> Catering Kitchen-New Expansion |
| <input checked="" type="checkbox"/> Entire DSRP Facility | <input type="checkbox"/> Concession Kitchen              | <input type="checkbox"/> Outdoor Arena                  |
| <input type="checkbox"/> Main Indoor Arena               | <input type="checkbox"/> Livestock Arena-New Expansion   | <input type="checkbox"/> Outdoor Trails                 |
| <input checked="" type="checkbox"/> Exhibit Hall         | <input type="checkbox"/> Small Event Room-New Expansion  | <input type="checkbox"/> Field (4 total) How many?      |

\$250 Non-refundable deposit is due to reserve dates. Full payment due ninety (90) days prior to the event.

**RENTAL SPACE FEE AMOUNT:** \$2,000 / day (panel set up TBD Staff hours)

**ADD ONS & FEES:** Vendor & main event - 6 hours 6/23 & 6/25 + custodial

**TOTAL RENTAL FEES:** \$5,275.00      **BALANCE DUE ON RENTAL FEES:** \_\_\_\_\_

**REFUNDABLE DEPOSIT DUE:** \$500 due 30-days prior

**Please read and initial/date below:**

Initial: [Signature] Date 3.24.2023 I have read and understand the policies, terms and conditions on the preceding pages required for rental of the park.

Initial: [Signature] Date 3.24.2023 I understand that failure to comply with any of the policies, terms and conditions outlined in this agreement could result in forfeiture of my rental date, rental fees, security deposit and possible fines.

Initial: [Signature] Date 3.24.2023 Damages to the rental space, facilities or any part of Dripping Springs Ranch Park Property exceeding the amount of the collected security deposit will be assessed at a cost plus 15% administrative fee.

Initial: [Signature] Date 3.24.2023 Other fees may be assessed on an event basis depending on special requirements and requests from lessee.

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# DRIPPING SPRINGS RANCH PARK FACILITY RENTAL AGREEMENT

**Please read and sign below:**

I have read and agree to the terms and conditions stated in the Policies and General Park Rules for the Dripping Springs Ranch Park and Event Center and/or Outdoor Arena Complex, and Ranch House/Grounds and do hereby request the use of the facilities as outlined in this Agreement. As the authorized event agent, I shall be the responsible contact for my group, organization, membership, and/or event. Lessee hereby agrees to indemnify and hold harmless the City of Dripping Springs, and its officers and employees from and against any and all liabilities for any injury to person or property which may be suffered by me or by my party arising out of or in any way connected with participation in the rental noted above. By signing below, I declare I have read, understand, and agree to abide by the existing said Policies and Park Rules. I understand that I may request to have a copy of the Policies and Park Rules for my possession.

\_\_\_\_\_  
Lessee or Designated Event Spokesperson Signature

3.24.2023  
Date Signed

\_\_\_\_\_  
City Representative

3.27.2023  
Date Signed

**\*\*\*CASH AND CHECKS ARE ACCEPTED\*\*\***

**Please make checks payable to: DSRP; and hand deliver to 1042 Event Center Drive, Dripping Springs, Texas 78620 OR mail to DSRP, PO Box 384, Dripping Springs, Texas 78620. Contact DSRP Manager for more information.**

Teri Sanders, DSRP Facility Rental Coordinator, [tsanders@cityofdrippingsprings.com](mailto:tsanders@cityofdrippingsprings.com)

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

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

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**Council Meeting Date:** April 18, 2023

**Agenda Item Wording:** **Approval of a Professional Services & Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for a Haunted House at Dripping Springs Ranch Park.**

**Agenda Item Requestor:** Aaron Sulser, Hell Country Productions, Inc.

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

No changes this year other than dates.

**Board Recommendation:** The Dripping Springs Ranch Park recommends approval of the 2023 Professional Services and Use Agreement with Hell Country Productions, Inc.

**Recommended Council Actions:** Staff recommends approval of the 2023 Professional Services and Use Agreement with Hell Country Productions, Inc.

**Attachments:** 2023 Professional Services and Use Agreement with Hell Country Productions, Inc.

**Next Steps/Schedule:** Execute agreement

## PROFESSIONAL SERVICES CONTRACT AND USE AGREEMENT

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

### PREAMBLE:

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

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

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

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

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

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

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

### 1. Duties.

#### A. Duties of Contractor.

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

- (5) Engage in excellent communication and customer service while working well with the public.
- (6) Submit security plan for approval to City Emergency Management Coordinator. Providing proof of retained security during the hours of operation.
- (7) Work with City Emergency Management Coordinator and Dripping Springs Ranch Park Management to create an Emergency Action Plan for the attraction.
- (8) Provide and operate a Hayride that transports patrons from parking to the Haunted House. City Emergency Management Coordinator and Dripping Springs Ranch Park Management must approve the Hayride vehicle, related equipment, and path.
- (9) Address any complaints or concerns from attraction patrons, recording and submitting to Dripping Springs Ranch Park Management any incidents and accidents.
- (10) Contractor will provide volunteers/staffing that will direct attraction patrons to the correct location accommodating event parking.
- (11) Contractor will operate the attraction Friday, October 20 (7:30pm-10:30pm), Saturday, October 21 (7:30pm-10:30pm), Sunday, October 22 (2:00pm-6:00pm), Friday, October 27 (7:30pm-10:30pm), Saturday, October 28 (7:30pm-10:30pm ) and Sunday, October 29 (7:30pm-10:30pm) 2023. Additional option to add October 30-31 (7:30-10:30) 2023 if staffing is available. Sunday October 29 (12PM-6PM) 2023, contractor operates trailers for a family friendly hayride. Flexibility to provide a “soft close” will be provided by on-site attraction staff and city staff to accommodate long lines and facilitate a positive attraction patron experience.
- (12) Contractor will adhere to the Traffic Control Plan prepared by the City Engineer for the attraction.
- (13) All outdoor lighting and signage shall be provided for review and approved prior to placement on site.

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

- (1) The City shall provide space at Dripping Springs Ranch Park for the Contractor to construct and operate a Haunted House and to operate a Hayride.
- (2) Dripping Springs Ranch Park staff shall provide customer service by staffing the Event Center Business Office during all hours of attraction operation, provide for the attraction ticket sales, and support attraction operations.
- (3) City shall provide a safe, clean, and well-kept location at Dripping Springs Ranch Park for hosting the attraction.
- (4) City Engineer shall submit a Traffic Control Plan for the attraction to Dripping Springs Ranch Park Management and the Contractor.
- (5) Dripping Springs Ranch Park Management will work with Contractor and with City

Communications & Marketing Director on all print, internet, and social media advertisement and marketing. City Communications & Marketing Director will oversee and approve all advertising and media for the attraction.

- 2. **Duration.** The term of this Agreement shall be for beginning on Sunday, October 1, 2023, and ending on Sunday, November 5, 2023. With hours of operation limited to Friday, October 20 (7:30pm-10:30pm), Saturday, October 21 (7:30pm-10:30pm) Friday, October 27 (7:30pm-10:30pm), Saturday, October 28 (7:30pm-10:30pm) and Sunday, October 29 (7:30pm-10:30pm) 2023. Flexibility to provide a “soft close” will be provided by on-site attraction staff and city staff to accommodate long lines and facilitate a positive attraction patron experience.

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

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

3. **Pay/Fees.**

- A. All fees are subject to final approval by the City Council at the recommendation of the Parks and Community Services staff.
- B. Contractor will pay a Use Fee equal to 40% of gross attraction ticket sale revenue to have exclusive use of the Expansion Event Room at Dripping Springs Ranch Park. City will pay Hays County Livestock Exposition 10% of the City’s revenue for use of the Expansion Event Room.
- C. City will pay the Contractor 60% of the gross attraction ticket sale revenue collected by city staff through ticket sales. 10% of the Contractor’s revenue shall be donated to a 501(c)(3) of the Contractor’s choice. Payment will be accompanied by an accurate system-generated report accounting of total sales no later than seven business days after the conclusion of the event and presence of Contractor on premises, November ~~56~~, 2023~~2~~.

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

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

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

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Instructor or City may change the address

for notices at any time with seven (7) days written notice to the other party.

## 5. General Provisions.

- A. Relationship of Parties:** It is understood by the parties that Contract Instructor is an independent Contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of independent Contractor. The City may contract with other individuals or firms for entertainment services.
- B. Injuries/Insurance:** Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in Attachment "A". Contractor waives the rights to recovery from City for any injuries that Contractor may sustain while performing services under this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.
- C. Indemnification:** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor.
- D. Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- E. Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).
- F. Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability. Neither CITY nor Instructor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.
- G. Entire Agreement:** The text herein and attachments noted above shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the

benefit of the heirs at law and executors of Employee.

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

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

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

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

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

**CITY OF DRIPPING SPRINGS:**

**CONTRACTOR:**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

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

## ATTACHMENT "A"

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

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

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

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

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

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

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



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

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

**Council Meeting Date:** Tuesday, April 18, 2023

**Agenda Item Wording:** Approval of Resolution Designating the Mayor, Mayor Pro Tem, and Certain City Staff as Authorized Signatories regarding Financial and Budgetary Procedures.

**Agenda Item Requestor:** Shawn Cox, Finance Director/City Treasurer

**Summary/Background:**

The City recently selected Texas Regional Bank as its depository. This switch requires the City to provide an updated resolution identifying authorized signatories on the City’s accounts. Included in the resolution as signatories are:

- Bill Foulds, Jr. – Mayor
- Taline Manassian – Mayor Pro Tem
- Michelle Fischer – City Administrator
- Ginger Faught – Deputy City Administrator
- Shawn Cox – Finance Director/City Treasurer

The only change from the previous resolution is the removal of Gina Gillis, the City previous City Treasurer.

**Commission Recommendations:** N/A

**Recommended Council Actions:** The Finance Director recommend approval of this resolution.

**Attachments:** • Signatory Resolution

**Next Steps/Schedule:** Provide a copy of the resolution to Texas Regional Bank.

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2023-R**

A RESOLUTION DESIGNATING THE MAYOR, THE MAYOR PRO TEM, AND CERTAIN CITY STAFF AS AUTHORIZED SIGNATORIES REGARDING FINANCIAL AND BUDGETARY PROCEDURES.

**WHEREAS,** the City Council has designated Texas Regional (hereafter, the “Bank”) as the City’s official bank depository; and

**WHEREAS,** it is required that signatories be designated as the authorized signatories on the accounts with the Bank for the funds of the City of Dripping Springs, Texas; and

**WHEREAS,** the City has adopted a Financial and Budgetary policy dictating review and approval of financial documents; and

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

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

1. Two signatures are required for drafts (i.e., checks, wires, electronic transfers of funds) upon the City’s financial accounts setup at the Bank, and any investment accounts the City may hold in other locations, for expenditure made in accordance with the annual budget, as may be amended.
2. Mayor Bill Foulds, Jr., Mayor Pro Tem Taline Manassian, Finance Director Shawn Cox, City Administrator Michelle Fischer, and Deputy City Administrator Ginger Faught are hereby authorized to sign checks, wires, and electronic transfers of funds in any amount.
3. This Resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED this, the 18<sup>th</sup> day of April 2023, by a vote of \_\_\_\_ (ayes) to \_\_\_\_ (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas:**

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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



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

**Submitted By:** Shane Pevehouse, Building Official

**Council Meeting Date:** 18 April, 2023

**Agenda Item Wording:** **Discuss and consider approval of the selection of a contractor and authorization for city staff to negotiate an agreement for Building Inspection and Plan Review Services based on the proposals in response to the Request for Proposals.**

**Agenda Item Sponsor:** Mayor Foulds

**Summary/Background:** In order to maintain competitive rates and negotiate a more favorable contract, the Building Department posted a Request for Proposals for Building Inspection and Plan Review Services on 15 February. 7 Packages were received during the 30 day RFP window. One company was disqualified for not meeting requirements and four were qualified, but not competitive. Building Department Staff interviewed the two remaining qualified and competitive companies and unanimously chose one; the Deputy City Administrator and City Attorney were present for the virtual interviews.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Recommend Approval of WLB Inspections, LLC (DBA BB Inspections) and authorization for city staff to negotiate an agreement for Building Inspection and Plan Review Services based on the proposals in response to the Request for Proposals.

**Attachments:** Proposals from BB Inspection Services and SAFEbuilt, LLC.

**Next Steps/Schedule:** Negotiate Agreement and execute.



# City Council Planning Department Staff Report

**Planning & Zoning Commission meeting:** April 18, 2023

**Project No:** PDD2021-0004

**Project Planner:** Tory Carpenter, AICP, Planning Director

**Recommendation:** Staff recommends approval of the PDD

### Item Details

**Project Name:** Gateway Village

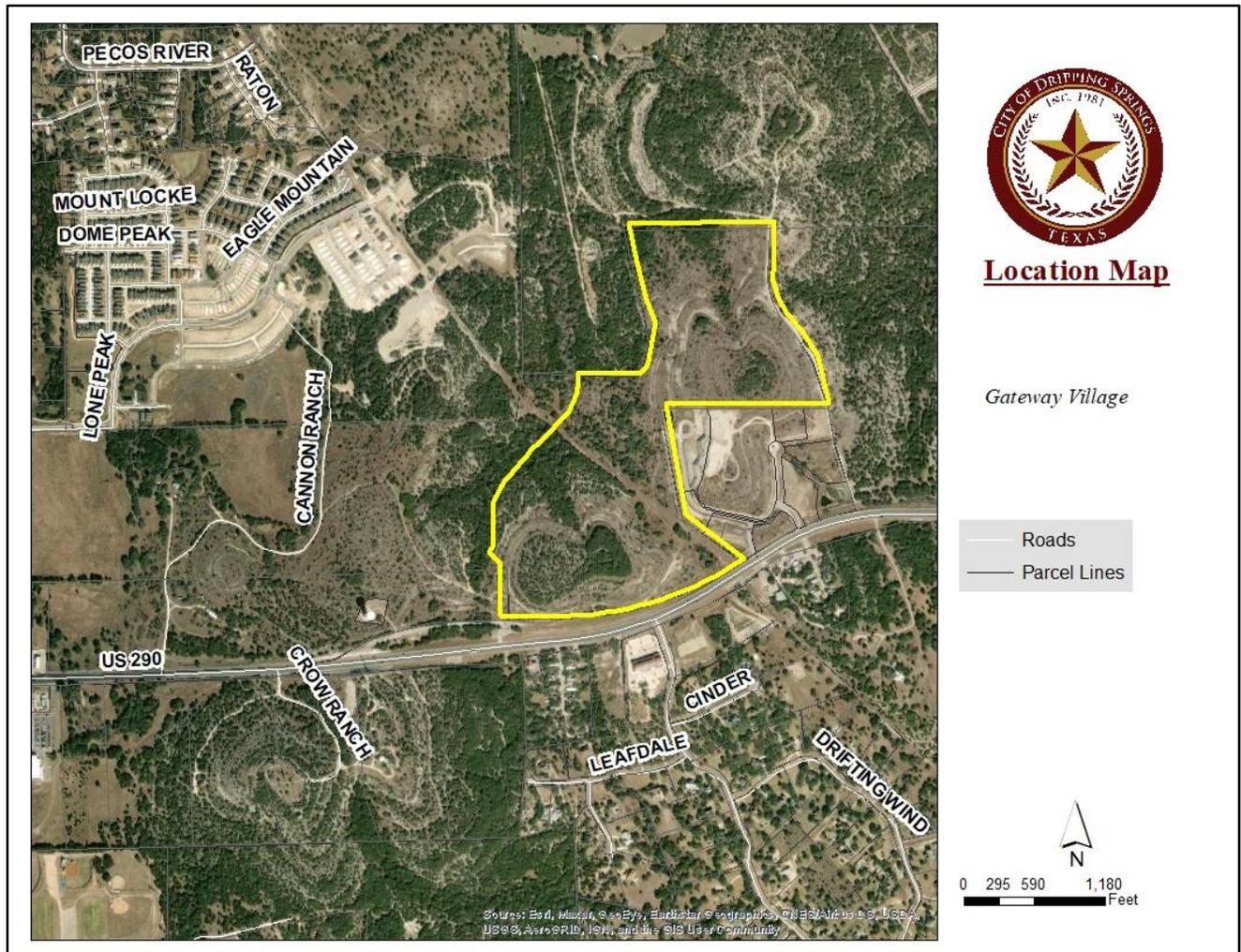
**Property Location:** US 290 across from Drifting Wind

**Legal Description:** 97.44 acres out of the Philip A Smith, William Walker, Edward Brown, and Davis Jr suveys

**Applicant:** John Doucet, Doucet & Associates

**Property Owner:** Cannon Family Ranch Partnership, LLC

**Request:** PDD

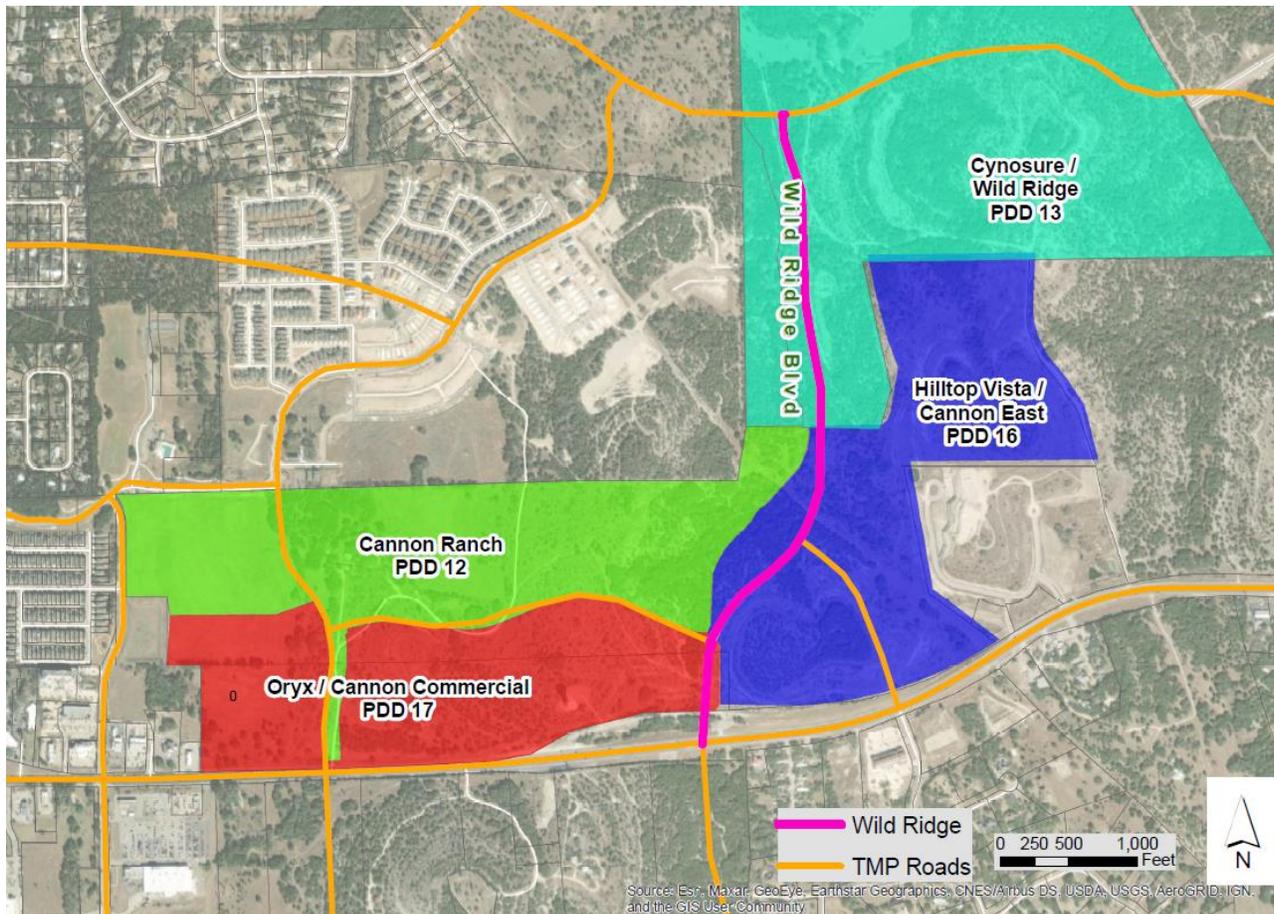


**Background**

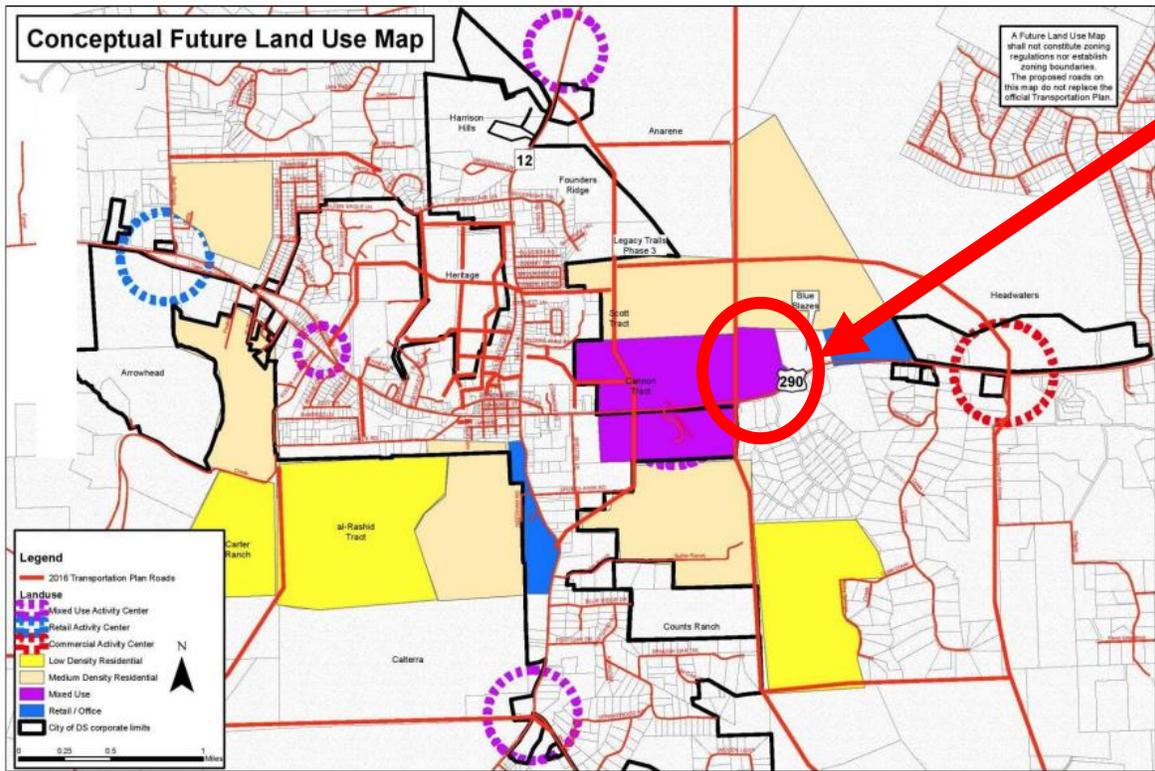
The applicant is requesting the creation of a Planned Development District for a commercial and single family development. The plan consists of 307 single family residences with lot widths ranging from 50' to 60'. The plan also includes 7.2 acres of commercial land and 22.36 acres of open space. The applicant is also requesting expansion for Dripping Springs MUD #1 to the site which was originally established for the Village Grove development. The City will provide wastewater to the development.

**Surrounding Developments**

The property is one of three developments in various stages of entitlement within the existing property known as Cannon Ranch. The site is south of the Cynosure / Wild Ridge development and west of Blue Blazes.



**Comprehensive Plan**



The current comprehensive plan identifies this area as “Mixed Use” on the future land use map. The plan specifically states that this area is suitable for “mixed retail, office, and residential uses, also appropriate for multifamily residential.”

**Transportation**

The property will take its primary access via the proposed Wild Ridge Blvd which will be extended by the Wild Ridge developer. The latest roadway agreement indicates that this development will be responsible for 12% of the cost of Wild Ridge Blvd. The plan also includes residential road connections to the approved Wild Ridge / Cynosure development and a roundabout at the entrance of the commercial development.

The Transportation Master Plan shows an extension of Drifting Wind through the property as a collector road. However, after reviewing the traffic impact analysis, staff found that any minimal benefit did not outweigh the concerns of an increase in cut and fill and traffic conflicts on US 290 with the extension of Drifting Wind.

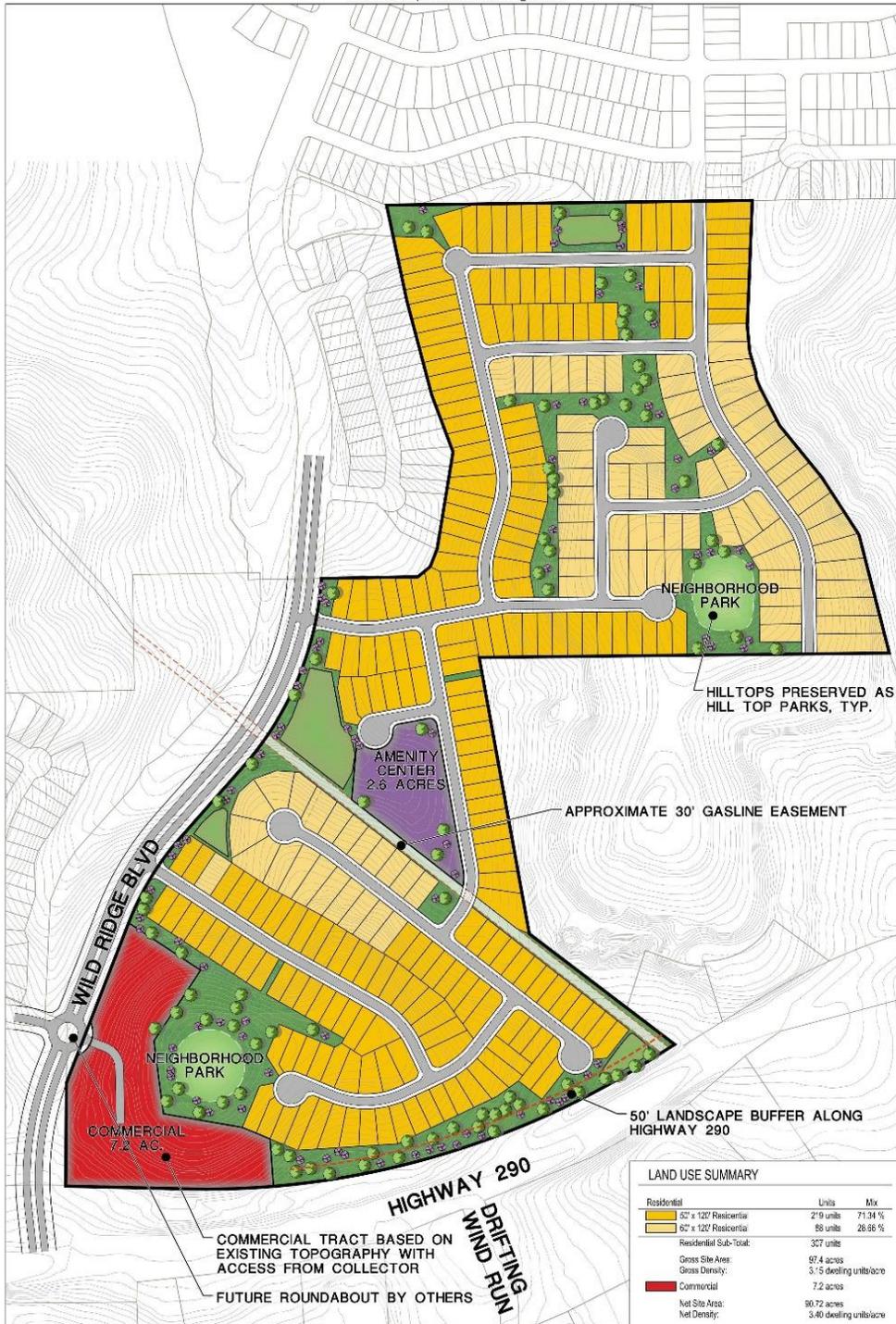
The applicant is requesting a 54 foot right-of-way for the residential roads as opposed to our standard 65 foot cross section. The applicant has shown that this cross section will work with proposed utility placement. The Transportation Committee and staff are supportive of this change.

**Previous Meetings**

- 3/09/22 – DAWG met with applicant and provided comments
- 2/06/23 – Parks & Recreation Commission approved the parks plan
- 2/24/23 – DAWG met with applicant to discuss latest draft of the plan
- 2/27/23 – The Transportation Committee approved the proposed traffic improvements
- 2/28/23 – Planning & Zoning Commission Workshop
- 3/27/23 – Transportation Commission approved the residential ROW
- 3/28/23 – Planning & Zoning Committee voted unanimously to recommend approval

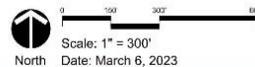
Concept Plan

Exhibit B  
PD Concept/Master/Lotting Plan



LAND USE SUMMARY

Residential	Units	Mix
62' x 120' Residential	219 units	71.34 %
62' x 120' Residential	88 units	28.66 %
Residential Sub-Total:	307 units	
Gross Site Area:	97.4 acres	
Gross Density:	3.15 dwelling units/acre	
Commercial	7.2 acres	
Net Site Area:	90.72 acres	
Net Density:	3.40 dwelling units/acre	



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CONCEPT PLAN  
GATEWAY VILLAGE  
DRIPPING SPRINGS, TEXAS

SHEET FILE: J:\2020\GIS\GIS\AMN\06\AMN06\_Concept\_Plan\Concept\_Plan\_2023-03-06.dwg  
Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

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

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

Factors	Staff Comments
1. whether the proposed change will be appropriate in the immediate area concerned;	This zoning change is consistent with recent development in the area.
2. their relationship to the general area and the City as a whole;	This zoning change would allow for additional single-family residences.
3. whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;	The property is not within any existing or proposed City Plans.
4. the amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development;	This request would not make other land unavailable for development.
5. the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	Land with the same zoning classification has been developing rapidly.
6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	No areas designated for similar development will be affected by this proposed amendment.
7. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and	Approval of this zoning amendment would not be significantly different from decisions made involving other similar parcels.
8. any other factors which will substantially affect the public health, safety, morals, or general welfare.	The rezoning does not negatively affect the public health, safety, morals, or general welfare.

**Recommendation**

Staff recommends approval of this PDD request.

The Planning & Zoning Commission, Transportation Committee, and Parks & Recreation Commission have each recommended approval of this request.

*2.36.1 After a public hearing is held before the City Council regarding the zoning application, the City Council May:*

- (a) Approve the request in whole or in part;*
- (b) Deny the request in whole or in part;*
- (c) Continue the application to a future meeting, specifically citing the city council meeting to which it was continued; or*
- (d) Refer the application back to the P&Z for further study.*

**Public Notification**

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

2023

Draft "G"

April 10,

**PLANNED DEVELOPMENT DISTRICT No. \_\_:**  
**Gateway Village**

Planned Development District Ordinance

Approved by the Planning & Zoning Commission on:

\_\_\_\_\_, 2023

Approved by the City Council on:

\_\_\_\_\_, 2023

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

**WHEREAS**, the Owner is the owner of certain real property consisting of approximately 97.44 acres located within the City Limits of the City of Dripping Springs (“City”), in Hays County, Texas, commonly known as “Gateway Village” and as more particularly identified and described in **Exhibit A** (the “Property”) to **Attachment “A”**; and

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

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

**WHEREAS**, the Owner has submitted an application to the City to rezone the Property to Planned Development District (“PDD”), designating it “PDD – \_\_\_”; and

**WHEREAS**, after public notice, the Planning and Zoning Commission conducted a public hearing and recommended approval on \_\_\_\_\_, 2023; and

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

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

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

**WHEREAS**, the City Council finds that this proposed Ordinance ensures the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes under Code §30.03.004: provides for a superior design of lots or buildings; provides for increased recreation and/or open space opportunities for public use; provides amenities or features that would be of special benefit to the property users or community; protects or preserves natural amenities and environmental assets such

as trees, creeks, ponds, floodplains, slopes, hills, viewscales, and wildlife habitats; protects or preserves existing historical buildings, structures, features or places; provides an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and meets or exceeds the present standards of this article;

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

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

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

### 1. FINDINGS OF FACT

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

### 2. ENACTMENT

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

**D. Administrative Approval of Minor Modifications.** In order to provide flexibility with respect to certain details of the development of the Project, the City Administrator is authorized to approve minor modifications. Minor modifications do not require consent or action of the Planning & Zoning Commission or City Council. Examples of minor modifications include the location of use classifications; slight adjustments to the internal street and drive alignments; building envelopes; number of buildings; orientation of buildings; and adjustments that do not result in overall increases to traffic, density, or impervious cover. The City Administrator may approve minor modifications in writing following consultation with the City Engineer. Any appeal of the City Administrator’s determination regarding whether or not a change is a minor modification may be appealed by any aggrieved party to the Board of Adjustment.

**E. Code of Ordinances.** The Code of Ordinances as of the effective date of this Ordinance shall be applicable to the Project, except as specifically provided for by this Ordinance, *Attachment “A”*, or the PD Master Plan.

**F. Resolution of Conflicts.** The documents governing the PDD should be read in harmony to the extent possible. If a conflict arises between the charts included in the exhibits and the illustrations contained in the exhibits, the charts shall control. If a conflict arises between the terms of this Ordinance and the exhibits, the terms of this Ordinance shall control.

**G. Attachments and Exhibits Listed.** The following attachment and exhibits thereto are incorporated into this Ordinance in their entirety, as though set forth fully in the text of this Ordinance:

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

<b>Exhibit A</b>	<b>Property Legal Description</b>
<b>Exhibit B</b>	<b>PD Concept/Master/Lotting Plan</b>
<b>Exhibit C</b>	<b>Parks, Trails and Open Space Plan</b>
<b>Exhibit D</b>	<b>PD Code Modifications Chart</b>
<b>Exhibit E</b>	<b>PD Phasing Plan</b>
<b>Exhibit F</b>	<b>PD Uses Chart</b>
<b>Exhibit G</b>	<b>Street Standards</b>
<b>Exhibit H</b>	<b>Water Quality Buffer Zones</b>
<b>Exhibit I</b>	<b>Highway 290 Landscape Buffer</b>

### 3. REPEALER

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

#### **4. SEVERABILITY**

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

#### **5. PENALTY**

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

#### **6. CODIFICATION**

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

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

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

#### **8. EFFECTIVE DATE**

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

**PASSED & APPROVED** this, the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by a vote of \_\_\_\_\_  
(*ayes*) to \_\_\_\_\_ (*nays*) to \_\_\_\_\_ (*abstentions*) of the City Council of Dripping Springs.

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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

## *Attachment “A”*

# City of Dripping Springs

## CODE OF ORDINANCES

### ARTICLE 30.03: PLANNED DEVELOPMENT DISTRICTS

#### PLANNED DEVELOPMENT DISTRICT NO. \_\_:

##### ARTICLE I. GENERAL PROVISIONS

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

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

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

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

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

**Code, City’s Code of Ordinances or City of Dripping Springs Code of Ordinances:** The entirety of the City’s ordinances, regulations and official policies in effect as of \_\_\_\_\_, 2023 except as modified by the Project Approvals and variances granted

under the Development Agreement and this Ordinance. This term does not include Zoning or Building Codes, Sign Ordinance, the Water Quality Protection Ordinance or regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.

**Dripping Springs Technical Criteria:** The criteria adopted in Article 28.07 of the City of Dripping Springs Code of Ordinances that includes technical criteria standard specifications and adopted in Ordinance 2021-35 and as modified.

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

**Homeowners Association:** A community group that is organized with respect to the Property in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. The group may take the form of a Home Owners Association or Property Owners Association.

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

**Impervious Cover Percentage:** The percentage calculated by dividing the total area of impervious cover on the lot by the total area of the lot, excluding any public improvements for rights of way and sidewalks.

**Landscaping Ordinance:** Article 28.06, Landscaping and Tree Preservation, of Chapter 28, Subdivisions and Site Development of the City of Dripping Springs Code of Ordinances.

**Outdoor Lighting Ordinance:** Article 24.06, Outdoor Lighting, of Chapter 24 of the City of Dripping Springs Code of Ordinances.

**Owner:** North DSP, LLC, a Texas limited liability company, and its successors and assigns as subsequent owners of any portion of the Property.

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

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

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

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

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

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

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

## **ARTICLE II. DEVELOPMENT STANDARDS**

- 2.1. General Regulations.** Except as otherwise provided in this Ordinance and the PD Master Plan, the Property shall be governed by the site regulations and development standards contained in the Code of Ordinances.
- 2.2. Phasing.** The Property may be developed in phases. The Project is intended to be developed in phases as shown on **Exhibit E**. Owner may change the phasing of development from time to time in response to market conditions or other factors. Phases may be developed concurrently. Construction Plans or site plans shall be submitted to the City for approval with each phase. Each plat filed with the City shall contain parkland required for that phase and parkland for the entire Land shall be submitted by separate exhibit with each plat application including the amount associated with prior platted areas and the amount associated with the area subject to such plat. The chart shall also show the average lot size computation for the Land as a whole and resulting from the plat and prior platted areas. In addition, an impervious cover and LUE tracking chart shall be submitted as an exhibit with each plat filed indicating the amount of impervious cover proposed for the entire Land, the amount associated with prior platted areas and the amount associated with the area subject to such plat.
- 2.3. Permitted Uses.**
- 2.3.1. Base Zoning:** The base zoning district for the residential portion of the Property shall be SF-3, which shall be the basis for all zoning specifications not addressed in this Ordinance or the PD Master Plan. The Commercial portion of the Property shall be GR.
- 2.3.2. Allowed Uses:** Those uses listed in the PD Uses Chart attached as **Exhibit F** are hereby permitted by right within the Project.
- 2.4. Commercial Design Specifications.**
- 2.4.1 Design Standards.** The Commercial portion of the Property may be developed

consistent with applicable Zoning Regulations and Article 24.03 Exterior Design and Architectural Standards established in the Code.

## 2.5. Residential Design Specifications.

**2.5.1 Impervious Cover.** Each residential or commercial lot shall be developed with an Impervious Cover limit compliant with respective base zoning district assigned per Section 2.3.1.

**2.5.2 Minimum Lot Area.** Six thousand (6,000) square feet.

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

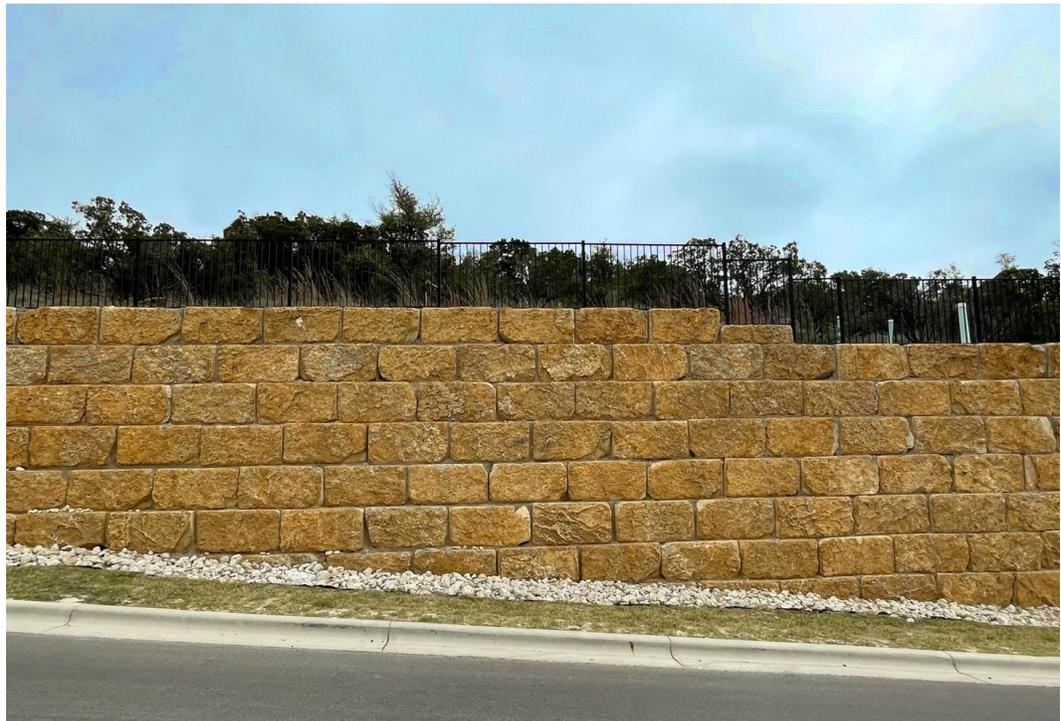
**2.5.4 Minimum Lot Width.** Fifty (50) feet measured from the front setback line.

**2.5.5 Setbacks.** Building setbacks in residential areas shall be as follows:

- a. **Minimum Front Yard:** Building setbacks shall be twenty (20) feet from the street right of way.
- b. **Minimum Side Yard:** Building setbacks shall be five (5) feet; provided, however corner lots will be set back a minimum of ten (10) feet from the street right of way.
- c. **Minimum Rear Yard:** Building setbacks shall be ten (10) feet.
- d. **Minimum Garage Setback:** Garage doors shall be set back a minimum of twenty (20) feet from the front street right of way or ten (10) feet from the side street right-of-way. Garage doors must also be set back 18 feet from the nearest sidewalk.
- e. **Minimum Setback for Accessory Building:** Five (5) feet; no accessory buildings or structures are permitted in any front yard.
- f. **Maximum Height of Fence Outside Street Yard:** Six (6) feet measured from average natural grade. All fences shall provide a finished face to abutting streets and these fences shall not conflict with sight triangles at street intersections or obstruct views from adjacent driveways. Fences shall not extend into the front yard.

**2.5.6 Cut & Fill.** Improvements requiring a site development permit will be subject to cut and fill limits as stated in Exhibit E, Modification Chart.

**2.5.7 Retaining Walls.** Retaining walls shall be required within the Property as a typical part of development of the Property. All retaining walls within the Property shall be finished with natural limestone material consistent with the following photo images. Retaining walls taller than 9 feet may be required to be terraced so that no vertical segment is taller than 9 feet. The terracing requirement for walls over 9 feet will be decided the City Development Review Committee on a case by case basis





### 2.5.8 Parking.

- a. **Residential Parking:** Development of the Property shall include parking at a minimum of two off-street spaces per residence. On street parking shall be allowed along one (1) side of each internal local street and such side will be the side where there are no fire hydrants; sufficient signage with “No Parking – Fire Lane” lettering will be placed on no parking side curb. If fire hydrants are on both sides of the street, then parking shall be allowed on only one side and sufficient “No Parking – Fire Lane” signage shall be placed at the fire hydrant in compliance with fire code.
- b. **Commercial Parking:** Parking shall be provided for the commercial areas; the number of parking spaces within the Commercial Area shall be determined in accordance with City ordinances and the proposed use of the commercial spaces. The total number of parking stalls for the commercial areas may be determined by a shared use parking study provided by Owner and accepted by City.
- c. **Amenity Center Parking:** Parking shall be provided for recreational sites that provide a community pool and other recreational facilities. The Amenity Center site shall include, but not be limited to, the following: A private access resort-style pool, pool restroom building, pavilion(s) and shade structure(s), a multi-age and ADA compliant playground facility, and an open lawn for passive recreation. The quantity of parking required will be one (1) parking space per 300 square feet of pool surface area.

- d. Undeveloped Parkland Parking:** If it is determined by City staff that the dedication of the public parks requires parking to be provided for future recreational uses built by the City, the quantity of spaces shall be determined under Section 5.6.2 (12) Commercial amusement (outdoor) of the City’s Zoning Ordinances. The required parking spaces shall be met by on-street parallel parking.

### 2.5.9 Design of Residences.

- a. **Materials:** All residences shall consist of 100% masonry on all elevations. native stone, brick masonry, stucco, and cementitious siding shall be deemed appropriate materials to satisfy the masonry requirement. A variety of masonry material is encouraged in the design of each residence.
- b. **Elevations:** The front elevation of all homes shall contain wall plane articulation. No elevation shall be single wall plan across the entire width of the front elevation. Each front elevation shall contain a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:
1. A minimum of two wall planes on the front elevation, offset a minimum of 18 inches;
  2. Covered front porches or patio with a minimum size of 60 square feet;
  3. A side-entry or swing-in garage entry (for garage doors that do not face the front street);
  4. A garage door recessed from the primary front facade a minimum of four feet (for garage doors that face the street);
  5. Shed roof or trellis (at least 18” deep) above garage door for additional architectural detail.
  6. A combination of at least two roof types (e.g. hip and gable) or two different roof planes of varying height and/or direction.
  7. Two or more masonry finishes to compliment the architectural style of the home; and
  8. The addition of one or more dormers on the front elevation to compliment the architectural style of the home.

- c. **Floorplans:** Floorplans will be available in single and two-story housing plans. A minimum of six (6) floorplans will be available, offering a variation of front elevations so that there is no discernable repetition in any street scape. Articulation on the front face should be used to ensure a nonrepetitive street scene. Where building pads are interrupted by a street or open space lot of at least 50 feet in width, a plan may repeat. A plan can be repeated every third building pad (Example: Plan A 1, Plan B 1, Plan A 1, Plan B 2), although elevations shall be different on the two houses.
- d. **Roofs and Overhead Structures:** On buildings with pitched roofs, the minimum main roof pitch is 5:12. Lower roof pitches are acceptable on porch elements, awnings or architectural feature elements.
- e. **Design Review and Compliance.** The City shall retain the right to review all building permits for consistency with the requirements of this section. Upon review, City Staff may approve or deny individual building permits based on compliance determinations with the provisions of this Section, and consistency with this Ordinance. The Applicant may appeal City Staff's determinations(s) to the Board of Adjustments for a final decision(s). Buildings with issued permits shall be deemed acceptable and approved for the purposes of this Ordinance.

**2.5.10 Density of Development.** With respect to the density of the Project, Owner will have the right to develop the Residential Land at a density not to exceed 3.4 dwelling units per acre.

**2.5.11 Parkland.** The Project is required to have 13.35 acres of Parkland. The Project will include approximately 13.73 net acres that will be dedicated for Parkland, the area being shown more fully shown on **Exhibit C** attached hereto and incorporated herein for all purposes (the "Parkland"). This dedication of the Parkland shall fulfill all parkland dedication requirements of the Project to the City, including, but not limited to the requirements of the Parkland Dedication Ordinance under the City's Code of Ordinances and any applicable requirements within the Subdivision Ordinance. Owner has prepared a Master Parks and Open Space Plan which has been approved by City. The Owner will pay the Parkland Development Fee per City's Code of Ordinances. The Parkland Development Fee will be paid based on the number of dwelling units as required by City Code. Owner or its assigns shall pay an additional fee of \$125,000.00 to be used exclusively for park lighting improvements within Sports & Recreation Park; this fee shall be paid at the approval of each final plat on a per lot basis.

**2.5.12 Highway 290 Landscape Buffer.** The Project boundary along Highway 290 consists of steep topographic conditions that limit accessibility and visibility to the Project from the roadway. A minimum fifty (50) feet landscape buffer shall be provided along the residential frontage of Highway 290. The Owner will install

landscaping within the landscape buffer to screen houses from the highway road surface as shown in **Exhibit I**.

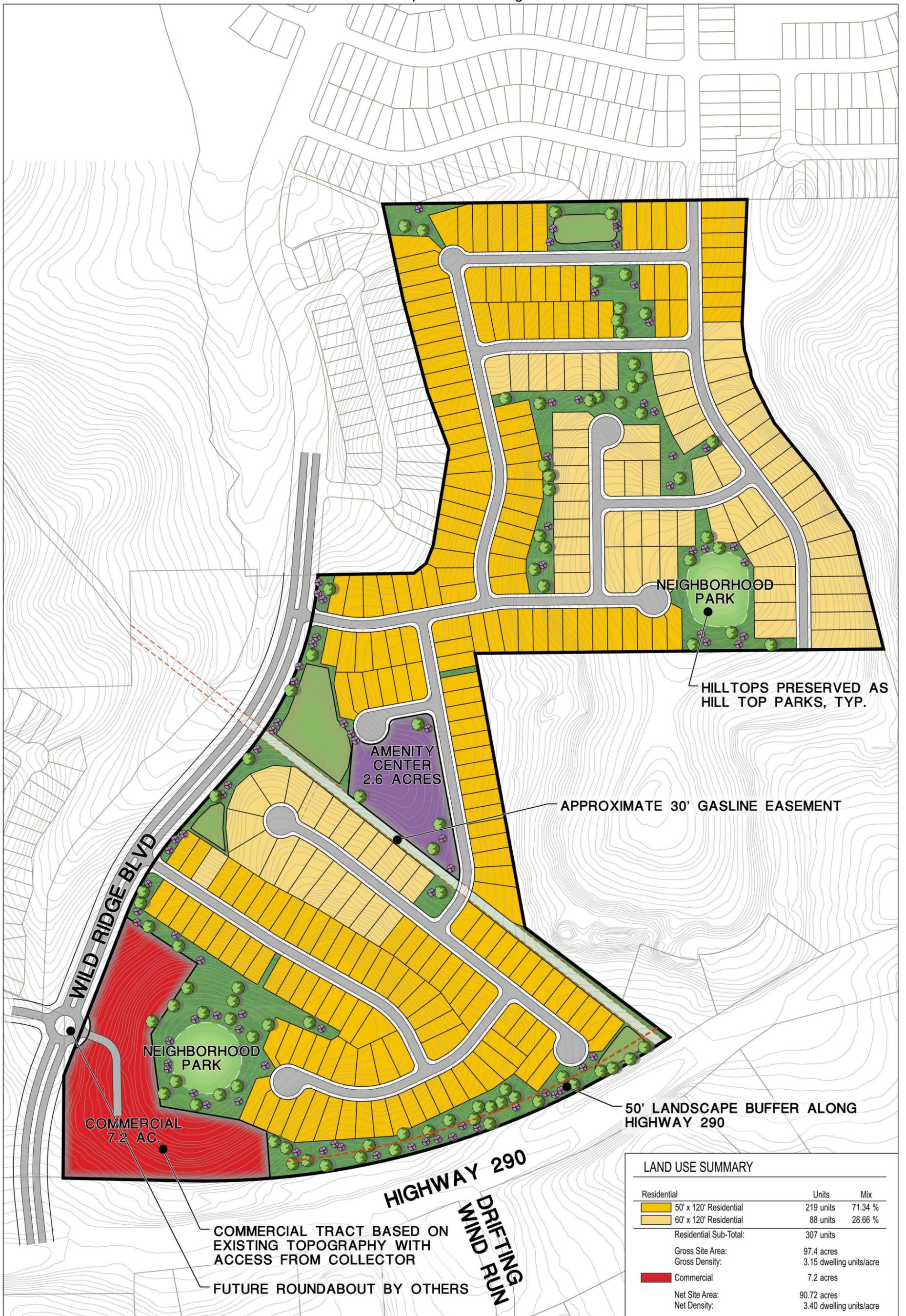
- 2.6. Parks, Trails and Open Space.** Parkland and open space and associated improvements shall be in accordance the standards shown on **Exhibit C** attached hereto. A Master Parks and Trails Plan shall be submitted to the City for approval prior to approval of the first preliminary plat for the Project. No public trails shall be surfaced with decomposed granite. The Master Parks and Trails Plan shall address all issues regarding public dedication, public access, maintenance and compliance with the City-wide trails plan. The Owner shall maintain parks and open space within the Project.
- 2.7. Access.**
- 2.7.1 Traffic Impact Analysis.** Owner has provided to the City, and the City has approved a Traffic Impact Analysis.
- 2.7.2 Roadway Alignments:** The roadway alignments shown on the PD Master Plan are approved by the City. All roadways and driveways not shown on the PD Master Plan shall be subject to the approval of the City Administrator, which approval shall not be unreasonably withheld.
- 2.7.3 Offsite Roads:** Construction of the offsite roads and improvements to existing roads are addressed in the Offsite Road Agreement, as the same may be amended from time to time
- 2.8. Streets.** All streets designed and constructed on the Property shall be fifty (50) feet right-of-way local streets and seventy-five (75) feet right-of-way collector streets designed consistent with **Exhibit G**.
- 2.9. Utilities.** All proposed utilities within the Property will be located underground (other than above-ground appurtenances to such underground utilities).
- 2.10. Lighting and Signage.** All illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project shall comply with Article 24.06 of the City's Code of Ordinances ("Outdoor Lighting Ordinance"), as may be amended, from time to time. To the extent any portion of the Agreement conflicts or is inconsistent with the Outdoor Lighting Ordinance, the Outdoor Lighting Ordinance shall control. Owner, homeowners, end users and/or a Property Owner Association will be required to operate and maintain the lighting within the Project according to the Applicable Rules. Owner agrees that the CCR's for the Project shall reinforce this provision and be applied to all construction and builders. A Master Sign Plan shall be submitted for City approval prior to the placement of any signs that are not in compliance with either (i) the City's Sign Ordinance or (ii) the variances described in the PD Modifications Chart attached hereto as **Exhibit D**.

- 2.11. Water Quality Buffer Zones.** The Water Quality Buffer Zones are depicted on Exhibit “H”.
- 2.12. Water Quality.** Owner agrees to implement and comply with the City’s Water Quality Protection Ordinance in place on the Effective Date except as modified by this Ordinance or by specific variance.
- 2.13. Tree Preservation:** Landscaping Ordinance: Article 28.06, Landscaping and Tree Preservation, of Chapter 28, Subdivisions and Site Development of the City of Dripping Springs City Code shall apply to the project except as modified by this Agreement. Full tree survey to be submitted with each preliminary plat. An aerial tree survey may be used in lieu of a full tree survey if approved by the City Administrator.

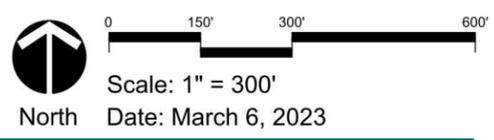
**2.13.1 Tree Replacement Plan.**

- a. Replacement Plan:** Subject to 2.13.1. b below, the Tree Replacement Plan shall be in accordance with the City of Dripping Springs Code of Ordinances – Chapter 28, Article 28.06 Landscaping and Tree Preservation.
- b. Cash-in-Lieu Requirements:** The cash-in-lieu fee requirements are determined to be \$513,000. There will be 85.5 acres of Disturbed Trees (85.5 acres times \$6,000 equals \$513,000). Owner shall receive credit against the cash-in-lieu fees equal to the following:
- 306 lots with two 2.5-inch caliper size trees at \$830.00 per tree for a total lot credit of \$507,960 , plus
  - 20 2.5-inch caliper size trees to be located in the amenity center at \$830.00 per tree for a total of \$16,600.

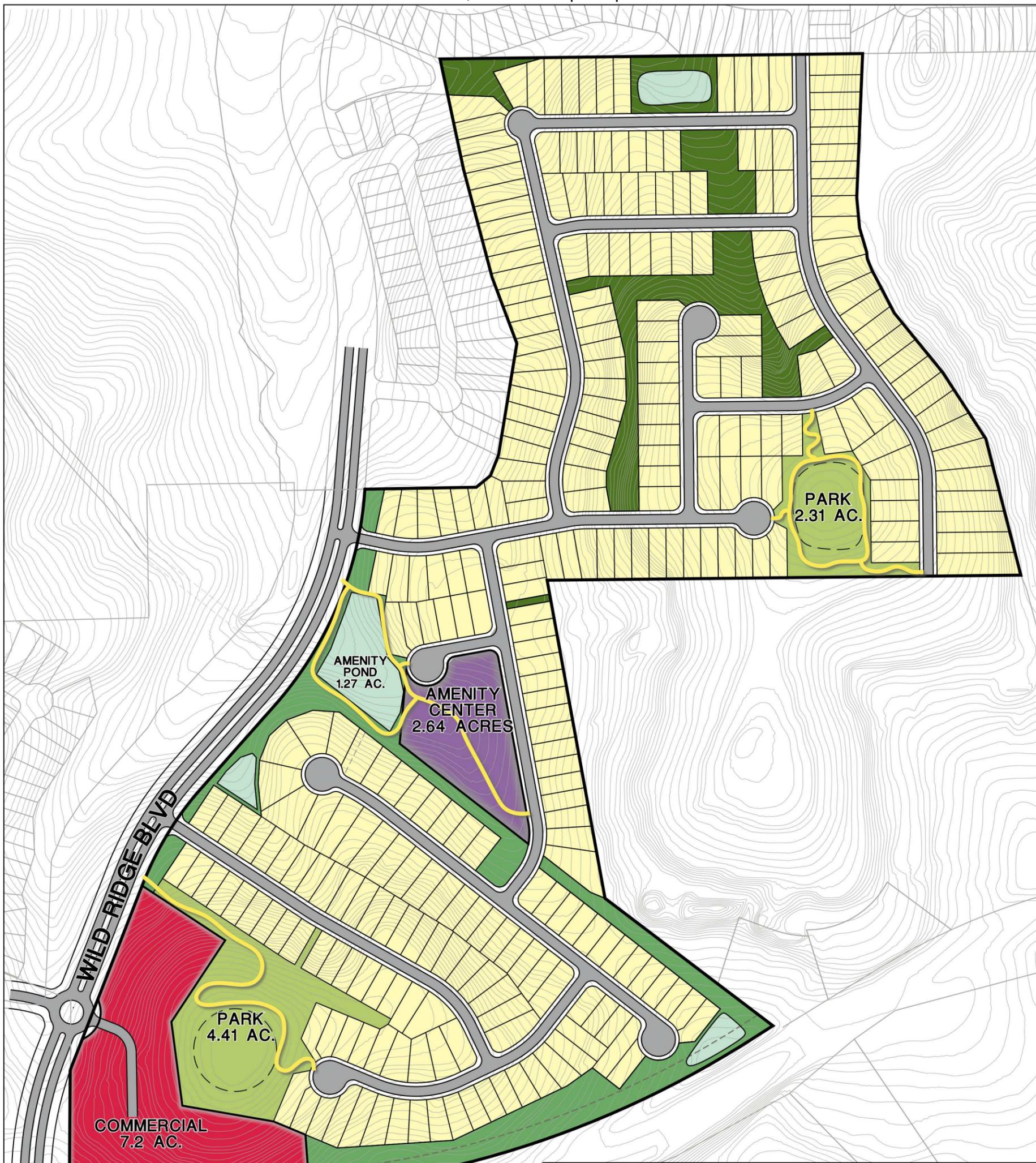
The combined total credit will be \$524,560. The total cost of tree replacements in the Tree Replacement Plan exceeds the minimum the total cost per acre of disturbance in the Tree Removal Plan.



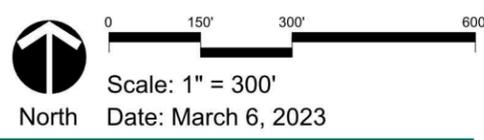
LAND USE SUMMARY		
Residential	Units	Mix
50' x 120' Residential	219 units	71.34 %
60' x 120' Residential	88 units	28.66 %
<b>Residential Sub-Total:</b>	<b>307 units</b>	
Gross Site Area:	97.4 acres	
Gross Density:	3.15 dwelling units/acre	
<b>Commercial</b>	<b>7.2 acres</b>	
Net Site Area:	90.72 acres	
Net Density:	3.40 dwelling units/acre	



**Exhibit C**  
**PD Parks, Trails and Open Space**



PARKLAND SUMMARY				
Residential	307 units	Area	Calculation	
Required Parkland Area*		13.35 acres	1 AC / 23 LUEs	
Parkland Credit Summary		Area	Credit	Dedication
Private Amenity		2.64 acres	100% credit	2.64 acres
Private Open Space		4.65 acres	0% credit	0.00 acres
Detention Ponds (non-amenity)		0.95 acres	0% credit	0.00 acres
Total Private Parkland Credits:		8.24 acres		2.64 acres
Public Park		6.15 acres	100% credit	6.23 acres
Public Open Space		6.70 acres	100% credit	6.73 acres
Amenity Detention Pond		1.27 acres	100% credit	1.27 acres
Total Public Parkland Credits:		14.12 acres		14.23 acres
Parkland Dedication Provided:			16.87 acres	
Required Parkland Dedication:			13.35 acres	
Delta:			+3.52 acres	
Parkland Development Fee	Units	Calculation	Total Fee	
Total Required Fee	307	\$648 / unit	\$198,936	
Trails (Concrete and Natural)	4,150 lf			



**EXHIBIT D**  
**Modification Chart (Project Approvals, including Variances and Exceptions)**

<b>EXHIBIT D: LIST OF VARIANCES &amp; ALTERNATIVE STANDARDS</b>					
#	Ordinance	Description	Requirement	Requested Variance	Justification
<i>Chapter 11 - Water Quality Protection</i>					
1	22.05.016(a)(2)	Maximum Impervious Cover	Sets maximum impervious cover for site development plans within the Edwards Aquifer Contributing Zone and the ETJ to 35%.	The area designation and impervious cover will be as follows: SF3 - 65%, and GR - 60%	
2	22.05.015(c)(3)	Performance Standards	Establishes 90% removal of total suspended solids, total phosphorus, and oil and grease	Use water quality BMPs that achieve a TSS removal of 89% and comply with the TCEQ Optional Enhanced Measures (EOM) load management requirements per West Travis County Public Utility Agency requirements	Providing stream buffer per the TCEQ OEM that exceed the City of Dripping Springs water quality buffer requirements, including the LCRA Streambank Erosion Control volume in the water quality pond to protect natural waterways and habitat. Will create better use of the land, less long-term maintenance burden, more attractive water quality measures, and be consistent with State standards.
<i>Chapter 26 - Signs</i>					
3	26.06.063(b) & (c)	Monument signs for subdivisions	Maximum area of a sign shall not exceed 32 sq. ft. Maximum height for a sign shall not exceed 6 ft.	Maximum area and height for monument signs shall refer to the configuration of the letters only.	Allows flexibility for signage to be included as part of a decorative structure.

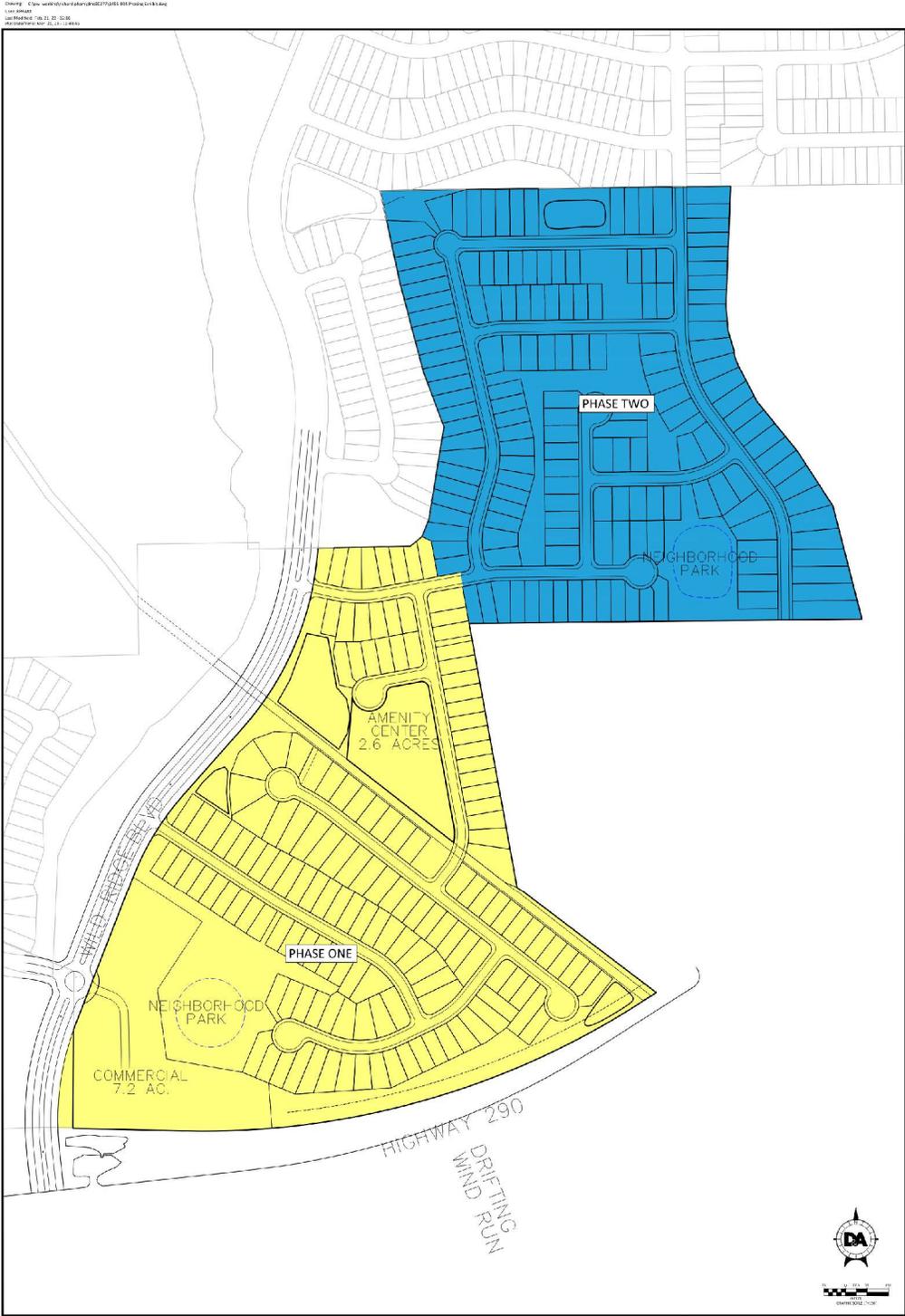
**EXHIBIT D (continued)**  
**Modification Chart (Project Approvals, including Variances and Exceptions)**

#	Ordinance	Description	Requirement	Requested Variance	Justification
<i>Chapter 28 - Subdivisions and Site Development</i>					
4	Exhibit A, 3.13	Lapse of plat approval	Preliminary Plat: All of the following shall occur within 183 calendar days following Preliminary Plat approval: 1) City Engineer's approval of engineering plans for all proposed public improvements; and 2) payment of all applicable fees that are traditionally collected prior to release for site construction. In addition to the above, an application for approval of the final plat shall be submitted to the City within 365 calendar days following approval of the preliminary plat in order to avoid lapse of the approved improvements; and 2) payment of all applicable fees that are traditional collected prior to release for site construction. In addition to the above, an application for approval of the final plat shall be submitted to the City within 365 calendar days following approval of the preliminary plat in order to avoid lapse of the approved Preliminary Plat (unless such is extended or reinstated pursuant to provisions in this Chapter.)	Preliminary Plat: All of the following shall occur within the one hundred and eighty-three (183) calendar days following Multi-Phased Preliminary Plat approval: 1) City Engineer's approval of engineering plans for Phase 1 or additional phases of proposed public improvements; and 2) payment of all applicable fees that are traditionally collected prior to release for site construction for Phase 1 or additional phases. In addition to the above, an application for approval of the Phase 1 final plat shall be submitted to the City within three hundred sixty-five (365) calendar days following approval of the preliminary plat to avoid lapse of the approved Preliminary Plat (unless such is extended or reinstated pursuant to provisions in this Chapter). Once conditions of Phase 1 are met the Preliminary Plat shall be valid for 10 years. Regardless of whether City wastewater service is available, the City will review and approve all documents and permits necessary for development to proceed and infrastructure be accepted. However, no certificates of occupancy for structures within the Project shall be issued until suitable wastewater service is available or, the City's pending discharge permit has been cleared by the Texas court system or the City approves otherwise.	Allows time for the construction of infrastructure improvements prior to recordation of plats.
5	Exhibit A, 3.13	Lapse of plat approval	Final plat approved by the City Council but not yet filed with Hays County - All materials necessary to file the plat at the county, including plat mylars, filing fees, etc., shall be submitted to the City within 30 calendar days of the date of final approval. (The 30 day period shall commence upon County approval of final plat if the property is in the ETJ.)	Final plat approved by the City Council but not yet filed with Hays County - All materials necessary to file the plat at the County, including plat mylars, filing fees, etc., shall be submitted to the City within 365 calendar days of the date of final approval.	Allows time for the construction of infrastructure improvements prior to recordation of plats.
6	Exhibit A, 11.21.1	Residential block lengths	Shall not exceed 1,200 ft. between centerlines of street intersections	Shall not exceed 3,000 ft. between centerlines of street intersections at the perimeter of the property	This relates only to the perimeter of the property where access to neighboring property is limited by topographic conditions and adjacent land use.

**EXHIBIT D (continued)**  
**Modification Chart (Project Approvals, including Variances and Exceptions)**

#	Ordinance	Description	Requirement	Requested Variance	Justification
7	Exhibit A, 30.2	Performance Guarantees	Required for public improvements	Performance guarantees shall be issued in the name of each current and future owner of public improvements.	Public improvement will be owned and maintained by separate entities and thus performance guarantees shall be issued for each entity's benefit for the improvements that will be dedicated to them.
8	28.04.018	Cuts and fills	No fill or cut on any building site shall exceed a maximum of 6 ft. of depth.	Improvements requiring a site development permit will be held to no more than 18 feet of cut and/or fill. Cut and fill for public infrastructure improvements, including but not limited to roadways and stormwater control ponds, may exceed 18 feet where specifically reviewed and approved by the City Engineer. Cut and fill for residential lot grading of up to 18 feet of cut and 18 feet of fill may be allowed in specific locations where approved by the City Engineer. All retaining walls and cut walls shall have native limestone facade and be approved by City Engineer. Retaining walls taller than 8 feet may be required to be terraced so that no vertical segment is taller than 8 feet. The terracing requirement for walls over 8 feet will be decided by the City's Development Review Committee on a case-by-case basis. Cut and fill for public infrastructure improvements, including but not limited to roadways and stormwater control ponds, and Project perimeter cut and fill conditions, may exceed 18 feet where specifically reviewed and approved by the City Engineer	To respond to topographic conditions and provide roadways that meet design requirements
9	28.06.051 (a) & (B)	Residential Street Tree Requirements	Street trees (2 each, 4-inch caliper trees/50 linear ft.) to be planted adjacent to or near street right-of-way per associated zoning classification.	Two (2) 2-1/2" -inch street trees per residential lot; 4-inch street trees along arterials, and within the Amenity Center lot to satisfy City tree replacement requirements.	Consistency with industry standards for residential lot trees. The development will provide a strong streetscape with mature trees earlier in the life of the project with this street tree planting plan.
<i>Hays County Development Regulations (2017), Chapter 721 - Roadway Standards</i>					
10	Table 721.02	Cul-de-sac ROW/Pavement Radius (feet)	70/45 for Urbanized Local and Minor Collector	60/48 for Urbanized Local Streets (complies with fire code)	To preserve the natural character of the site by minimizing roadway impacts.
11	Table 721.02	Knuckles	No provision	Knuckles are allowed. Minimum ROS radius is 50 ft. Minimum pavement radius is 40 ft.	Preserves natural character by minimizing roadway impacts and concentrating residential density.
12	Section 5.6	Parking requirement for Private Amenity Sites	One parking space is required per 100 sq. ft. of pool deck plus pool surface area	One parking space per 300 sq. ft. of pool surface area	Private Amenity Centers are meant to be walkable for the community, reducing the reliance on large parking areas. Trail connections and bike racks will be provided at the amenity to reduce the need for excessive parking.

# EXHIBIT E Phasing Plan



<p>DATE: 01/14/14</p> <p>PROJECT NO.: 1305-014</p> <p><b>EXHIBIT</b></p>	<p><b>CANNON EAST</b> DRIPPING SPRINGS, TEXAS</p>	<p>PHASING EXHIBIT</p>	<p><b>DOUCET</b> Civil Engineering // Entitlements // Geospatial 7401 S. Highway 71 W. Ste. 140 Austin, TX 78726, Tel: (512) 258-2100 www.doucet-engineers.com 1825 Firm Number: 3917 TPELS Firm Number: 10106800</p>
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**EXHIBIT F**  
**PD Uses Chart**

The uses permitted in PDD – \_\_ are as follows:

**Residential Areas:**

- Single-Family Dwelling, Detached;
- Accessory Building/Structure (Residential);
- Home Occupation;
- Swimming Pool, Private;
- Community Center, Private; and
- Those uses listed in the City's zoning ordinance for SF-3 Districts, or any less intense residential district, are hereby permitted by right within the Project. Uses designated as allowed by issuance of a Conditional Use Permit (CUP) are allowed within the Project upon issuance of a CUP

**Commercial Areas:**

- **Those uses listed in the City's zoning ordinance for GR Districts are hereby permitted by right within the Project. Uses designated as allowed by issuance of a Conditional Use Permit (CUP) are allowed within the Project upon issuance of a CUP. Land uses not permitted in GR Districts but are permitted in lesser zoning districts are not allowed.**

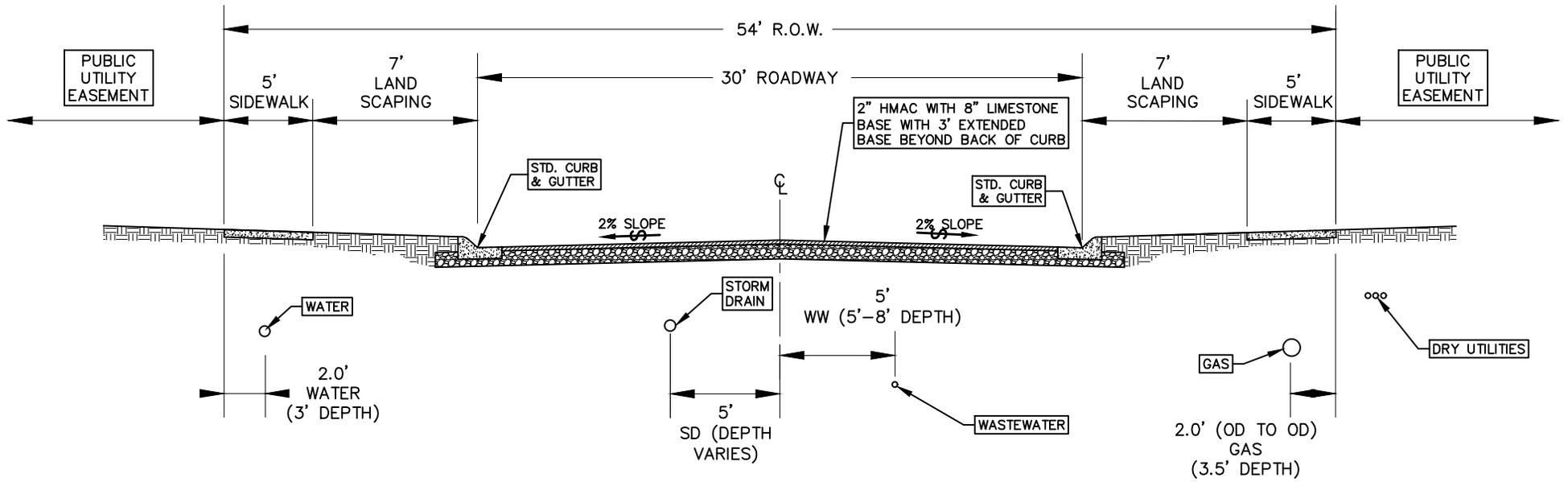
-

**Notwithstanding, the following uses will not be allowed.**

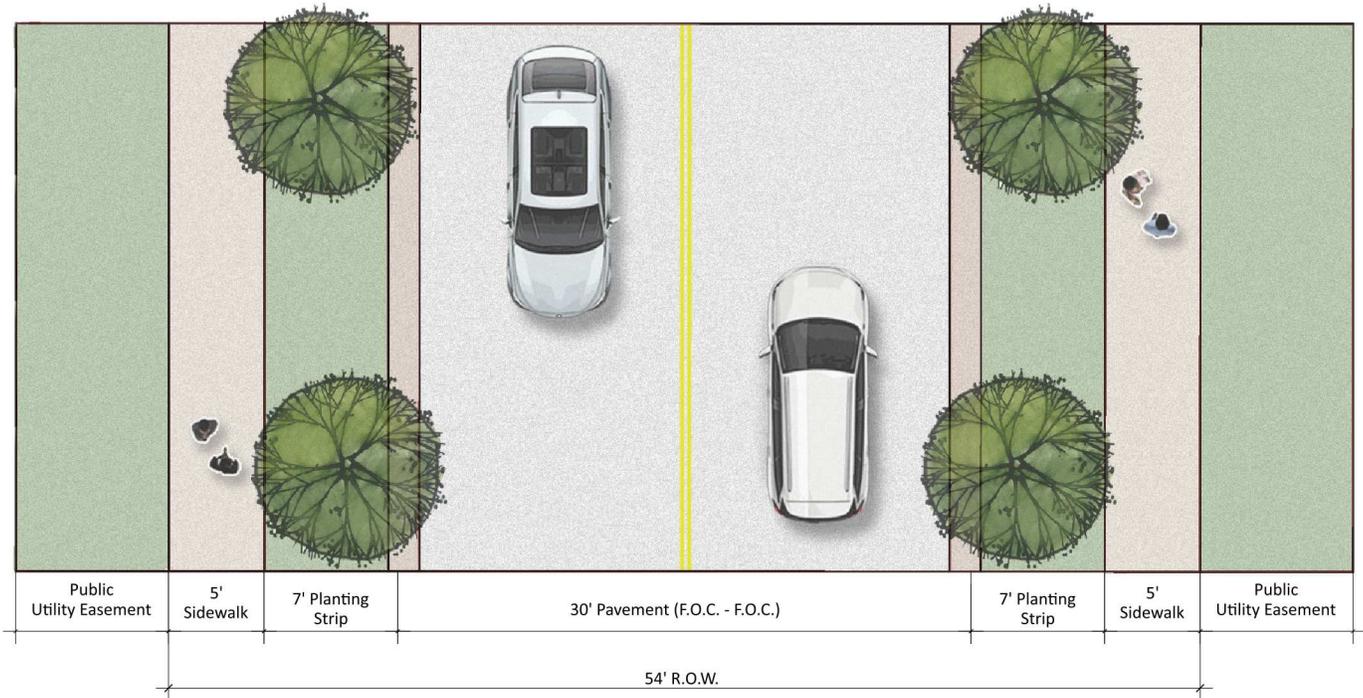
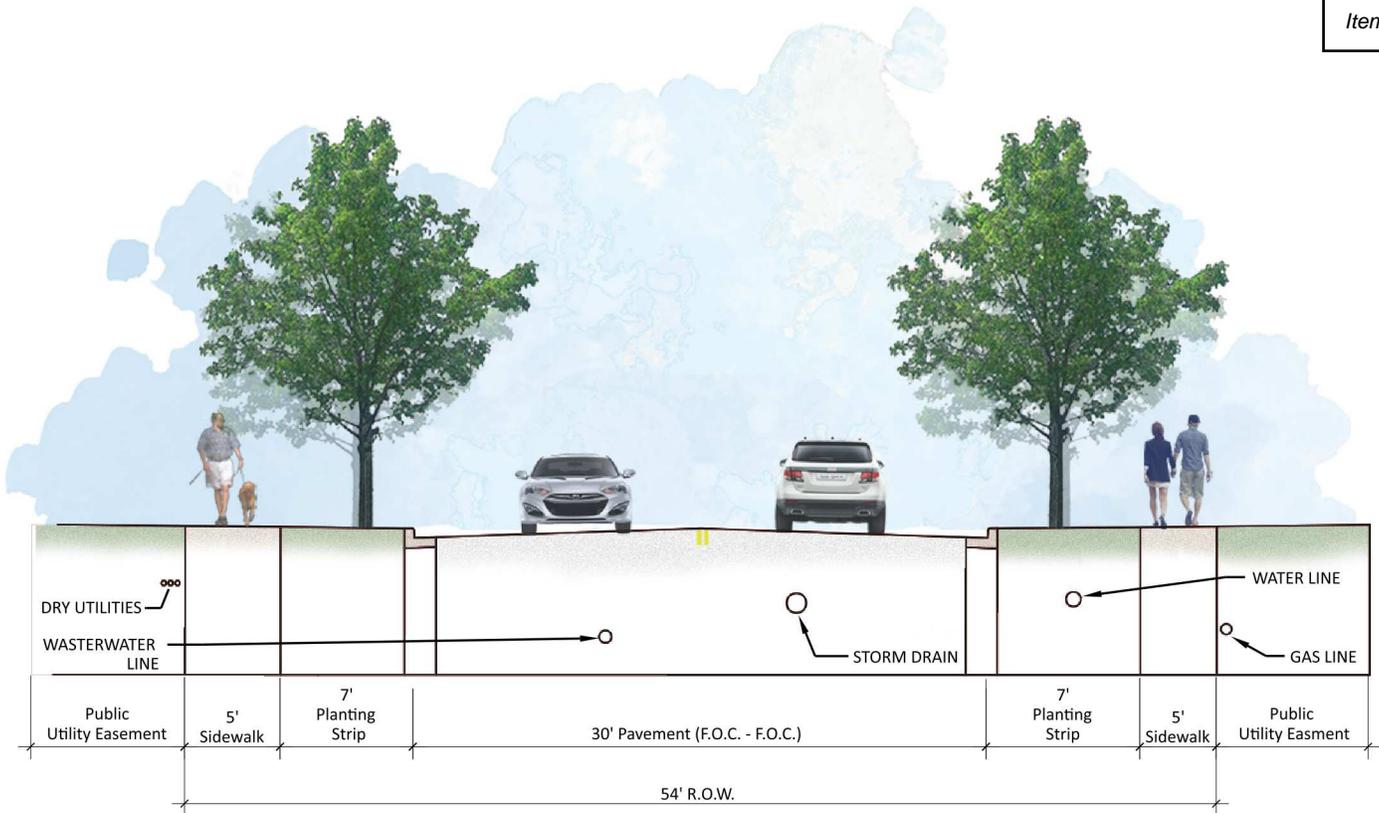
- **Farm Animals**
- **Check Cashing Service**
- **Telemarketing Center**
- **Appliance Repair, unless accessory to appliance retail sales**
- **Auto Supply Store**
- **Building Material Sales**
- **Lawnmower Sales and Repair**
- **Live-in Security Quarters**
- **Locksmith**
- **Major Appliance Repair, unless accessory to appliance retail sales**
- **Restaurant (With Drive-Through Service)**
- **Tool and Machinery Rental**
- **Vacuum Cleaner Sales and Repair**
- **Auto Tire Sales and Repair**
- **Auto Washing Facility, Attended**
- **Auto Washing Facility, Unattended**
- **Automobile Repair, Minor**
- **Tire Dealer, Indoor Storage**
- **Psychic Reading Services**
- **Video Rentals/Sales**

- **Wireless Communication Tower**
- **Radio, Television, Microwave Tower**
- **Wastewater Treatment Plant**
- **Pawnshop**
- **Multiple-Family Dwelling**

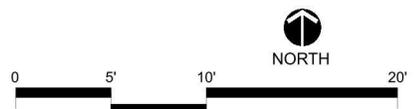
# EXHIBIT G



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

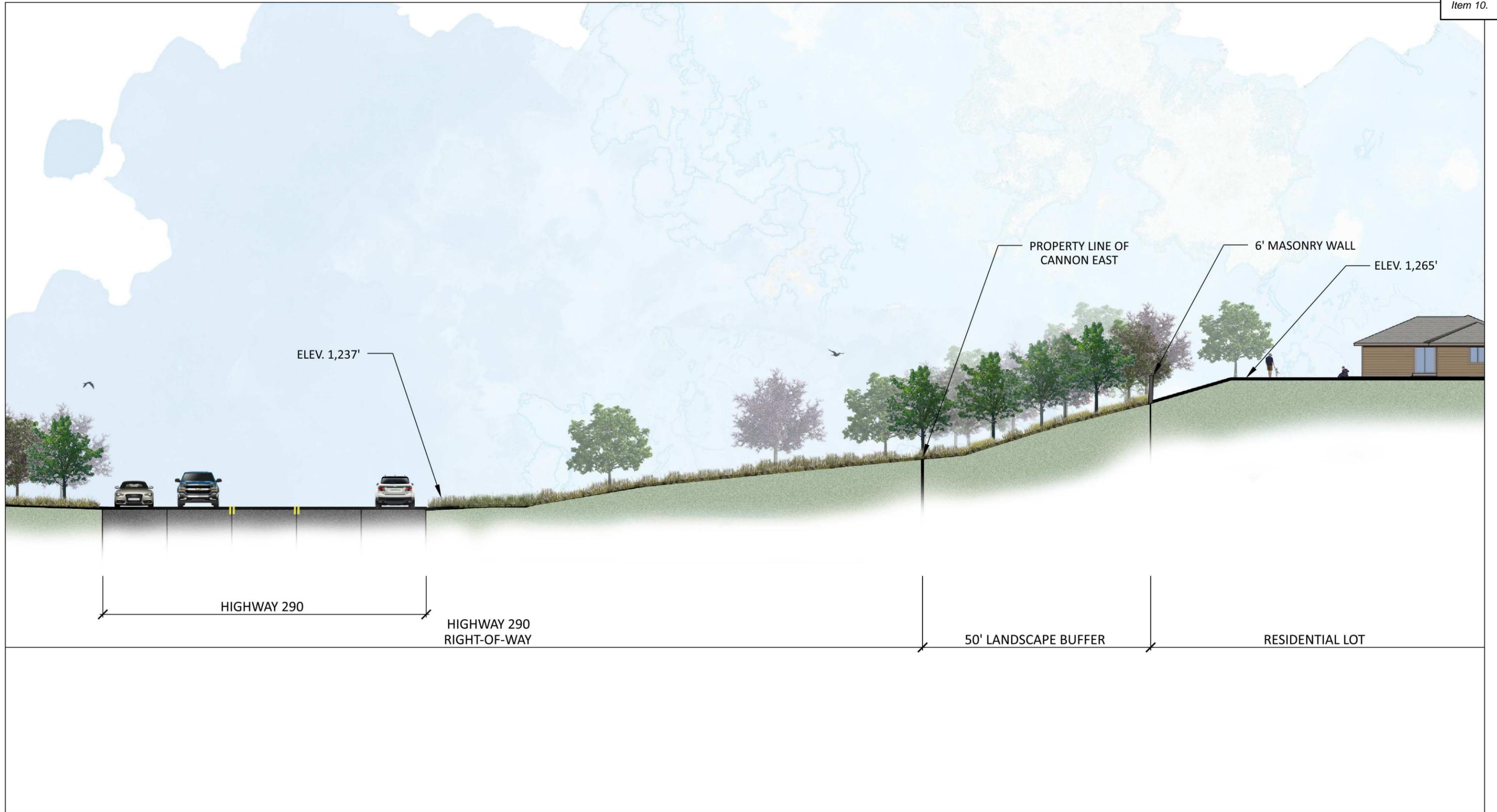


**54' R.O.W. STREET TYPICAL SECTION**  
Scale: 1" = 10'



# EXHIBIT H Water Quality Buffer Zones





ELEV. 1,237'

PROPERTY LINE OF CANNON EAST

6' MASONRY WALL

ELEV. 1,265'

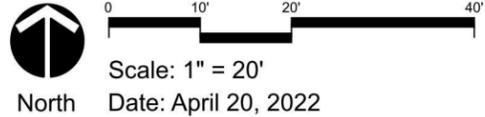
HIGHWAY 290

HIGHWAY 290 RIGHT-OF-WAY

50' LANDSCAPE BUFFER

RESIDENTIAL LOT

### HIGHWAY 290 LANDSCAPE BUFFER SECTION CANNON EAST



**CITY OF DRIPPING SPRINGS**

**ORDINANCE NO.**

**106.23 ACRES OUT OF THE I.V. DAVIS JR. PREEMPTION SURVEY, EDWARD W. BROWN SURVEY NUMBER 136, C.H. MALLOT SURVEY, WILLIAM WALKER SURVEY, PHILIP A. SMITH SURVEY  
HAYS COUNTY, TEXAS**

**ANNEXATION ORDINANCE**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 106.23 ACRES OF LAND INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF DRIPPING SPRINGS, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

**WHEREAS,** the City of Dripping Springs (“City”) is a Type-A, General Law municipality located in Hays County, Texas with the rights and privileges thereto; and

**WHEREAS,** Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex area adjacent to the municipality by petition of area landowners in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

**WHEREAS,** the City received a written petition requesting the voluntary annexation of the area described in Exhibit “A” on November 12, 2021.

**WHEREAS,** the area identified in Exhibit “A,” approximately 106.23 acres in the I.V. Davis Jr. Survey, Edward W. Brown Survey, C H Mallot Survey, William Walker Survey, Philip a. Smith Survey, Hays County, Texas, is in the extraterritorial jurisdiction of the City; and

**WHEREAS,** the City Council granted the petition and allowed City staff to proceed with negotiating the service agreement with the property owner, in accordance with Section 43.0672 of Texas Local Government Code;

**WHEREAS,** the City Council conducted a public hearing and considered testimony regarding the annexation of the property, in accordance with Section 43.0673 of Texas Local Government Code on April 18, 2023;

**WHEREAS**, the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City.

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

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

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

### **2. ANNEXATION OF TERRITORY**

- A.** The property in the area described in Exhibit “A”, which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Dripping Springs, and is made an integral part, hereof.
- B.** The official map and boundaries of the City of Dripping Springs are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City’s extraterritorial jurisdiction resulting from such annexation.
- C.** A service plan agreement was executed prior to the annexation approval in accordance with Section 43.0672 of Texas Local Government Code, and is attached hereto as Exhibit “B” and incorporated herein for all intents and purposes.
- D.** The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Dripping Springs and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

### **3. EFFECTIVE DATE**

This ordinance is effective and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

### **4. FILING**

- A.** The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B.** The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction.
- C.** The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.

D. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller’s Office.

**5. SEVERABILITY**

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

**6. PROPER NOTICE AND MEETING**

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

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by a vote of \_\_\_ (ayes) to \_\_\_ (nays) to \_\_\_ (abstentions) of the City Council of the City of Dripping Springs, Texas.

**THE CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_  
Bill Foulds Jr.

ATTEST:

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

**Exhibit "A"**  
**DESCRIPTION OF AREA TO BE ANNEXED**

**Exhibit “B”**  
**Municipal Services Agreement**

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE  
CITY OF DRIPPING SPRINGS, TEXAS AND  
SUSAN HOUSTON**

This Municipal Services Agreement (“Agreement”) is entered into on \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the City of Dripping Springs, Texas, a General Rule municipality of the State of Texas, (“City”) and Cannon Family Ranch Partnership, Ltd., a Texas limited partnership (“Owner”).

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

**WHEREAS**, Owner owns certain parcels of land situated in Hays County, Texas, which consists of approximately 97.44 acres of land situated in the City’s extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit “A” attached and incorporated herein by reference (“Property”);

**WHEREAS**, City and Owner desire to set out the City services and Owner duties to be provided for the Property on or after the effective date of annexation; and

**WHEREAS**, Sections 43.0671 and 43.0672 of the Texas Local Government Code authorizes the City and the Owner to enter into an Agreement for annexation and provision of city services.

**NOW THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:**

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit “A”.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

The City of Dripping Springs hereby declares the following services to be made available to the property and its owner(s):

**a. POLICE PROTECTION**

The City does not provide municipal police protection but has an agreement with Hays

County for protection through the Hays County Sheriff's Office.

**b. FIRE SERVICE**

The City does not provide municipal fire services, but this area is served by the North Hays County Fire/Rescue. Fire prevention activities will be provided by the Hays County Fire Marshal's Office.

**c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES**

The City will provide Building and Code Enforcement Services upon annexation. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Dripping Springs.

**d. LIBRARIES**

The City does not own a municipal library. A community library is provided by the Dripping Springs Community Library.

**e. ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT SERVICES**

The City has a septic system/on-site sewage facility ordinance. Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance. Septic permitting services, where applicable, is also provided by the City.

**f. PLANNING AND ZONING**

The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

**g. PARKS AND RECREATION**

All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

**h. STREET AND DRAINAGE MAINTENANCE**

The City will provide street and drainage maintenance to public streets in the area in accordance with standard City Policy as the area develops.

**i. STREET LIGHTING**

The City provides street lighting to public streets in the area in accordance with standard City Policy as the area develops.

**j. TRAFFIC ENGINEERING**

The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area for any public roads.

**k. SANITATION/SOLID WASTE COLLECTION AND DISPOSAL**

The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Waste Connections, which will be notified of all newly-annexed parcels.

**l. WATER SERVICE**

The City will be the water provider for this property.

**m. SEWER SERVICE**

The City municipal sewage collection treatment and disposal system will be provided pursuant to the Wastewater Utility Service and Fee Agreement between the City and North DSP, LLC.

**n. MISCELLANEOUS**

All other applicable municipal services will be provided to the area in accordance with policies established by the City of Dripping Springs.

**4. ANNEXED PROPERTY REQUIREMENTS.****a. LIGHTING**

The Property Owner agrees to bring the property into compliance with City's adopted regulations for outdoor lighting within one year after completion of the annexation process.

**b. ZONING**

The property shall be zoned Agriculture upon annexation unless zoning occurs concurrently with annexation process. If zoning does not occur concurrently, the Property Owner shall request rezoning to occur on or before the 120th day after annexation as required by City Ordinance.

**5. AUTHORITY.** City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

**6. SEVERABILITY.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable

**7. INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

**8. GOVERNING LAW AND VENUE.** This Agreement and all of the transactions

contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Hays County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Hays County, Texas.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.
10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.
11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
13. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
14. **ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

**Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.**

**[Signature pages follow.]**

**CITY OF DRIPPING SPRINGS:**

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

**ATTEST:**

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

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF HAYS**               §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023 by, Bill Foulds, Jr. Mayor of the City of Dripping Springs, Texas, a a General Rule municipality of the State of Texas, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

**OWNER**  
**CANNON FAMILY RANCH PARTNERSHIP, LTD.**

A Texas limited partnership

By its sole general partner:

Cannon Family Partnership Corporation  
A Texas corporation

By: \_\_\_\_\_  
Name: Susan Houston  
Title: President

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF HAYS**               §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023 by, Susan Houston, President of Cannon Family Partnership Corporation, a Teas corporation, which is the sole general partner of Cannon Family Ranch Partnership, Ltd., a Texas limited partnership, on behalf of said limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A**  
**Legal Description and Location Map**















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

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

**97.44-Acre Tract  
Hays County, Texas**

**D&A Job No. 1455-003  
June 21, 2022**

**DESCRIPTION  
97.44-Acre Tract**

**BEING A 97.44-ACRE TRACT OUT OF THE PHILIP A SMITH SURVEY, ABSTRACT NUMBER 415, THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, THE IV DAVIS JR SURVEY NUMBER 130, ABSTRACT NUMBER 475, EDWARD W. BROWN SURVEY NUMBER 136, ABSTRACT NUMBER 44, AND THE WILLIAM WALKER SURVEY NUMBER 130, ABSTRACT NUMBER 475, HAYS COUNTY, TEXAS, BEING A PORTION OF A THE REMAINDER OF A CALLED 69.91-ACRE TRACT DESCRIBED TO DENNIS P. CANNON AND KATHERINE CANNON RECORDED IN VOLUME 211, PAGE 177 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], ALSO BEING A PORTION OF A CALLED 277.23-ACRE TRACT, CONVEYED TO CANNON FAMILY, LTD. (KNOWN AS SHARE NUMBER TWO) RECORDED IN VOLUME 198, PAGE 151 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.]; SAID 97.44-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a Concrete Highway monument found in the existing north right-of-way line of East Highway 290, a 100-foot wide right-of-way, according to TxDot right-of-way map AUS011307AD, for the southwest corner of said 277.23-acre tract, and for the southeast corner of a called 58.000-acre tract, conveyed to Oryx Cannon 58 LLC, recorded in Document Number 20023358 [O.P.R.H.C.T.], and for the southwest corner of the tract described herein;

**THENCE**, N00°23'49"E, departing the existing north right-of-way line of said East Highway 290, with the common line of said 277.23-acre tract and said 58.000-acre tract, for a distance of 344.11 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for the beginning of a curve to the right, for the south corner of a 8.787-acre proposed roadway parcel, and for an angle corner of the tract described herein;

**THENCE**, with the southeast line of said 8.787-acre proposed roadway parcel and over and across said 277.23-acre tract, the following six (6) courses:

- 1) With said curve to the right, having an arc length of 26.27 feet, a radius of 943.00 feet, a delta angle of 01°35'47", and a chord which bears N20°28'08"E, for a distance of 26.27 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
- 2) N21°16'01"E, for a distance of 550.66 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for the beginning of a curve to the right and for an angle corner of the tract described herein,
- 3) With said curve to the right, having an arc length of 332.63 feet, a radius of 943.00 feet, a delta angle of 20°12'37", and a chord which bears N31°22'20"E, for a distance of 330.91 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
- 4) N41°28'38"E, for a distance of 315.03 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for the beginning of a curve to the left and for an angle corner of the tract described herein,

**CONTINUED ON NEXT PAGE**



# DOUCET

- 5) With said curve to the right, having an arc length of 681.06 feet, a radius of 1,057.00 feet, a delta angle of  $36^{\circ}55'03''$ , and a chord which bears  $N23^{\circ}01'06''E$ , for a distance of 669.34 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein, and
- 6)  $N04^{\circ}33'35''E$ , for a distance of 12.95 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set in the common line of said 277.23-acre tract and a remainder of a called 291-1/3-acre tract, conveyed to Cynosure Corporation, recorded in Volume 258, Page 123 of the Deed Records of Hays County, Texas [D.R.H.C.T.], and for an angle corner of the tract described herein, from which a 1/2-inch iron rod with cap stamped "DOUCET" found bears  $S89^{\circ}00'33''W$ , for a distance of 244.21 feet;

**THENCE**, with the common line of said 277.23-acre tract and said 291-1/3-acre tract, the following eight (8) courses:

- 1)  $N89^{\circ}00'33''E$ , for a distance of 322.22 feet to a 1/2-inch iron pipe found for an angle corner of the tract described herein,
- 2)  $N50^{\circ}38'14''E$ , for a distance of 53.17 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
- 3)  $N21^{\circ}13'11''E$ , for a distance of 64.75 feet to a MAG nail found for an angle corner of the tract described herein,
- 4)  $N09^{\circ}17'53''E$ , for a distance of 327.10 feet to a MAG nail found for an angle corner of the tract described herein,
- 5)  $N20^{\circ}28'59''W$ , for a distance of 204.36 feet to a calculated point for an angle corner of the tract described herein, from which a MAG nail found bears  $S13^{\circ}52'35''E$ , for a distance of 2.61 feet,
- 6)  $N14^{\circ}46'26''W$ , for a distance of 324.06 feet to a 1/2-inch iron pipe found for an angle corner of the tract described herein,
- 7)  $N11^{\circ}59'53''W$ , for a distance of 327.25 feet to a 1/2-inch iron pipe with 60D nail found for the northwest corner of the tract described herein, and
- 8)  $N89^{\circ}15'51''E$ , for a distance of 1,222.57 feet to an 8-inch Cedar Fence Post for the northeast corner of a called 1.097-acre tract, conveyed to Bordie Partners LP, recorded in Volume 5086, Page 174 [O.P.R.H.C.T.], and for the northeast corner of the tract described herein;

**THENCE**, with the common line of said 277.23-acre tract and said 1.097-acre tract, the following ten (10) courses:

- 1)  $S02^{\circ}19'16''W$ , for a distance of 418.07 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 2)  $S05^{\circ}15'07''E$ , for a distance of 88.61 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 3)  $S16^{\circ}28'50''E$ , for a distance of 73.40 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 4)  $S03^{\circ}28'59''E$ , for a distance of 14.21 feet to a 10-inch Cedar Fence Post for an angle corner of the tract described herein,
- 5)  $S11^{\circ}47'06''E$ , for a distance of 7.00 feet to a 10-inch Cedar Fence Post for an angle corner of the tract described herein,

**CONTINUED ON NEXT PAGE**



# DOUCET

- 6) S22°31'47"E, for a distance of 32.14 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 7) S27°26'26"E, for a distance of 141.35 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 8) S39°07'52"E, for a distance of 222.18 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 9) S32°56'45"E, for a distance of 229.21 feet to a calculated point for an angle corner of the tract described herein, from which a 5/8-inch iron rod bears, N88°54'02"E, for a distance of 47.22 feet, and
- 10) S14°21'53"E, for a distance of 407.89 feet to a to a calculated point in the north line of Lot 4, Block A, Blue Blazes Ranch Phase 1 Subdivision, recorded in Document Number 18010223 of the Plat Records of Hays County, Texas [P.R.H.C.T.], for the southeast corner of said 277.23-acre tract and for the southwest corner of said 1.097-acre tract and for the southeast corner of the tract described herein, from which a 5/8-inch iron rod bears, N89°22'55"E, for a distance of 30.48 feet;

**THENCE**, S89°22'55"W, with the common line of said 277.23-acre tract and said Lot 4, for a distance of 165.73 feet to a 1/2-inch iron rod with cap stamped "G&R" found for the northwest corner of said Lot 4, Block A, same being for the northeast corner of Lot 5, Block A of said Blue Blazes Ranch Phase 1 Subdivision, a distance of 264.31 feet passing a 1/2-inch iron rod with cap stamped "G&R" found for the northwest corner of said Lot 5, Block A, and the northeast corner of the remainder of Tract A-3 of Vista Tract Ranch Tract A, a subdivision recorded in Volume 14, Page 12 [P.R.H.C.T.], a distance of 547.78 feet passing a 1/2-inch iron rod found for the northeast corner of said Tract A-3, and for the northeast corner of Lot 4, Block B of said Blue Blazes Ranch Phase 1 Subdivision and continuing for a total distance of 1,370.57 feet to a 5/8-inch iron rod with cap stamped "Charles Swart" found for the northwest corner of said Lot 4, Block B, for the northeast corner of a called 14.3372-acre tract, conveyed to Cannon Family LTD, recorded in Volume 1641, Page 423 [O.P.R.T.C.T.], same being for an angle corner of the tract described herein,

**THENCE**, with the common line of said 14.3372-acre tract and said Block B of said Blue Blazes Ranch Phase 1 Subdivision, the following two (2) courses:

- 1) S10°17'27"E, for a distance of 721.25 feet passing a 1/2-inch iron rod with cap stamped "G&R" found for the southwest corner of said Lot 4, Block B and for the northwest corner of Lot 3, Block B, of said Blue Blazes Ranch Phase 1 Subdivision, and continuing for a total distance of 937.32 feet to a 1/2-inch iron rod found for the west corner of Lot 3, Block B, same being for an angle corner of the tract described herein, and
- 2) S52°44'27"E, for a distance of 221.16 feet passing a 1/2-inch iron rod with cap stamped "Charles Swart" found for the south corner of said Lot 3, Block B, same being the southwest corner of Lot 2, Block B of said Blue Blazes Ranch Phase 1 Subdivision, and continuing for a total distance of 610.29 feet to a 1/2-inch iron rod found for the south corner of said Lot 2, Block B and the southeast corner of said 14.3372-acre tract, same being in the existing north right-of-way line of said East Highway 290, and for the southeast corner of the tract described herein;

**CONTINUED ON NEXT PAGE**



**THENCE** with the existing north right-of-way line of said East Highway 290, the following three (3) courses:

- 1) S57°28'55"W, for a distance of 79.36 feet to 1/2-inch iron rod with cap stamped "Charles Swart" found for the beginning of a curve to the right and for an angle corner of the tract described herein,
- 2) With said curve to the right, having an arc length of 551.63 feet passing a 5/8-inch iron rod with aluminum punched hole found for the southwest corner of said 14.3372-acre tract, same being the southeast corner of a called 6.000-acre tract conveyed to Cannon Family, LTD., recorded in Volume 1619, Page 316 [O.P.R.H.C.T.], an arc length of 756.83 feet passing a 1/2-inch iron rod found for the southwest corner of said 6.000-acre tract, same being the southeast corner of a called 5.100-acre tract conveyed to Cannon Family, LTD., recorded in Volume 1619, Page 316, [O.P.R.H.C.T.], an arc distance of 1,455.56 feet passing a Concrete Highway Monument Found, and continuing a total arc length of 1,659.68 feet, a radius of 2,814.79 feet, a delta angle of 33°46'59", and a chord which bears S74°24'06"W, for a distance of 1635.74 feet to a concrete highway monument found for an angle corner of the tract described herein;
- 3) N88°41'58"W, for a distance of 149.71 feet passing a 1/2-inch iron pipe found for the southwest corner of a called 10.0105-acre tract conveyed to Cannon Family, LTD., recorded in Volume 1619, Page 316 [O.P.R.H.C.T.], and continuing for a total distance of 393.02 feet to the **POINT OF BEGINNING** and containing 97.44 acres.

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

Units: U.S. Survey Feet.

I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this description and accompanying exhibit of even date represent an actual survey performed on the ground.

  
 \_\_\_\_\_  
 Christopher W. Terry  
 Registered Professional Land Surveyor  
 Texas Registration No. 6649  
 Doucet & Associates  
 Cterry@DoucetEngineers.com  
 TBPELS Firm Registration No. 10105800

06/21/2022  
 \_\_\_\_\_  
 Date



# VICINITY MAP

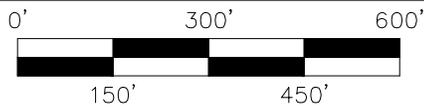
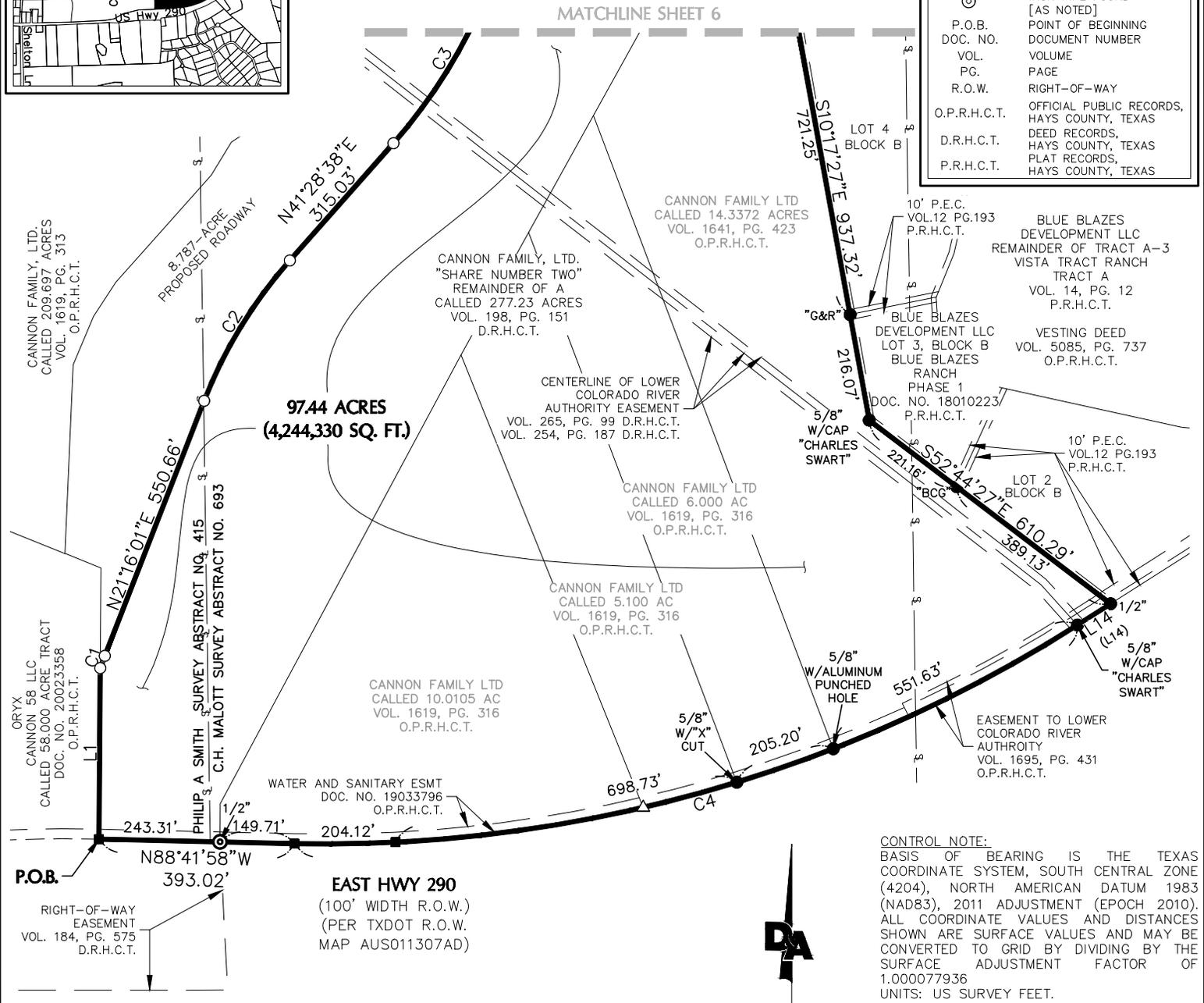
NOT TO SCALE



# LEGEND

Item 10.

- SUBJECT TRACT BOUNDARY
- ADJOINER PROPERTY LINE
- APPROXIMATE SURVEY LINE
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD WITH "DOUCET" CAP SET
- CALCULATED POINT
- RIGHT OF WAY TYPE II MONUMENT FOUND
- IRON PIPE FOUND [AS NOTED]
- P.O.B. POINT OF BEGINNING
- DOC. NO. DOCUMENT NUMBER
- VOL. VOLUME
- PG. PAGE
- R.O.W. RIGHT-OF-WAY
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- D.R.H.C.T. DEED RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.T. PLAT RECORDS, HAYS COUNTY, TEXAS



GRAPHIC SCALE: 1" = 300'

**97.44 ACRE TRACT  
(4,244,330 SQUARE FEET)  
EXHIBIT  
HAYS COUNTY, TEXAS**



# DOUCET

**Civil Engineering // Entitlements // Geospatial**  
**7401 B. Highway 71 W, Ste. 160**  
**Austin, TX 78735, Tel: (512)-583-2600**  
**www.doucetengineers.com**  
**TBPE Firm Number: 3937**  
**TBPELS Firm Number: 10105800**

Date: 06/21/2022

Scale: 1" = 300'

Drawn by: JRT

Reviewer: CWT

Project: 1455-003

Sheet: 5 OF 7

Field Book: 538

Party Chief: JSM

Survey Date: 07/2

175

# LEGEND

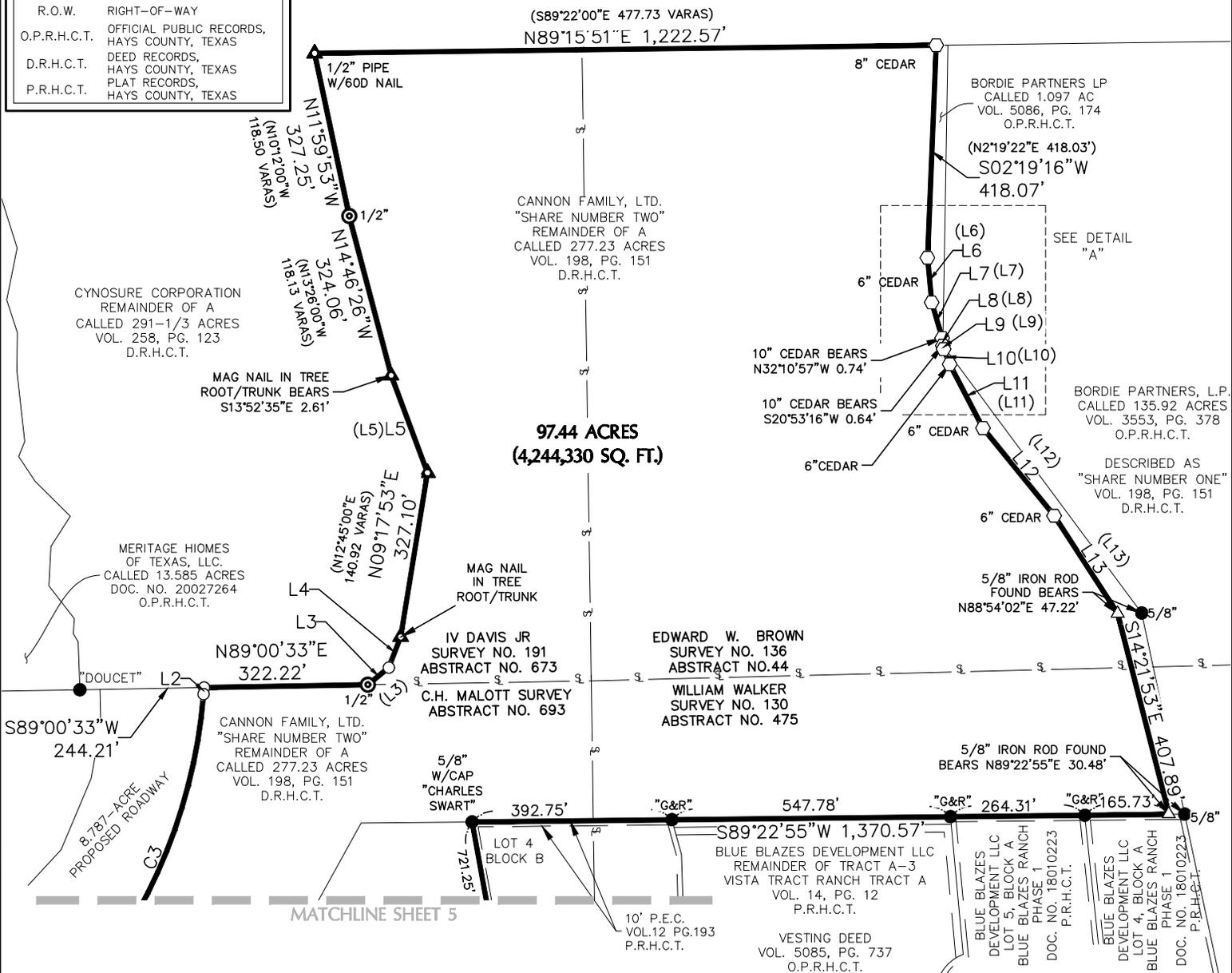
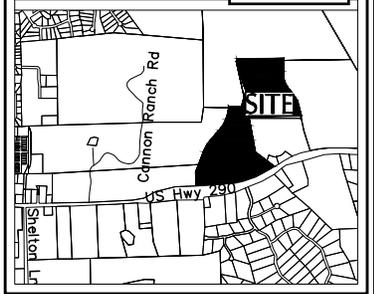
- SUBJECT TRACT LINE
- ADJOINER PROPERTY LINE
- APPROXIMATE SURVEY LINE
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD WITH "DOUCET" CAP SET
- △ CALCULATED POINT
- RIGHT OF WAY TYPE II MONUMENT FOUND
- 1/2" IRON ROD WITH "DOUCET" CAP SET
- IRON PIPE FOUND [AS NOTED]
- FENCE POST FOUND [AS NOTED]
- ▲ NAIL FOUND [UNLESS NOTED]
- P.O.B. POINT OF BEGINNING
- DOC. NO. DOCUMENT NUMBER
- VOL. VOLUME
- PG. PAGE
- R.O.W. RIGHT-OF-WAY
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- D.R.H.C.T. DEED RECORDS, HAYS COUNTY, TEXAS
- P.R.H.C.T. PLAT RECORDS, HAYS COUNTY, TEXAS

CONTROL NOTE:  
 BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.000077936  
 UNITS: US SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

## VICINITY

NOT TO SCALE Item 10.



(S89°22'00"E 477.73 VARAS)  
 N89°15'51"E 1,222.57'

**97.44 ACRES**  
**(4,244,330 SQ. FT.)**

CYNOSURE CORPORATION  
 REMAINDER OF A  
 CALLED 291-1/3 ACRES  
 VOL. 258, PG. 123  
 D.R.H.C.T.

MAG NAIL IN TREE  
 ROOT/TRUNK BEARS  
 S13°52'35"E 2.61'

MERITAGE HOMES  
 OF TEXAS, LLC.  
 CALLED 13.585 ACRES  
 DOC. NO. 20027264  
 O.P.R.H.C.T.

IV DAVIS JR  
 SURVEY NO. 191  
 ABSTRACT NO. 673  
 C.H. MALOTT SURVEY  
 ABSTRACT NO. 693

EDWARD W. BROWN  
 SURVEY NO. 136  
 ABSTRACT NO. 44  
 WILLIAM WALKER  
 SURVEY NO. 130  
 ABSTRACT NO. 475

CANNON FAMILY, LTD.  
 "SHARE NUMBER TWO"  
 REMAINDER OF A  
 CALLED 277.23 ACRES  
 VOL. 198, PG. 151  
 D.R.H.C.T.

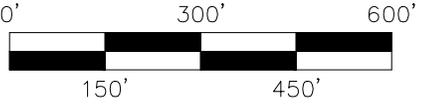
BORDIE PARTNERS LP  
 CALLED 1.097 AC  
 VOL. 5086, PG. 174  
 O.P.R.H.C.T.

(N219'22"E 418.03')  
 S02°19'16"W  
 418.07'

BORDIE PARTNERS, L.P.  
 CALLED 135.92 ACRES  
 VOL. 3553, PG. 378  
 O.P.R.H.C.T.

DESCRIBED AS  
 "SHARE NUMBER ONE"  
 VOL. 198, PG. 151  
 D.R.H.C.T.

MATCHLINE SHEET 5



GRAPHIC SCALE: 1" = 300'

**97.44 ACRE TRACT**  
**(4,244,330 SQUARE FEET)**  
**EXHIBIT**  
**HAYS COUNTY, TEXAS**

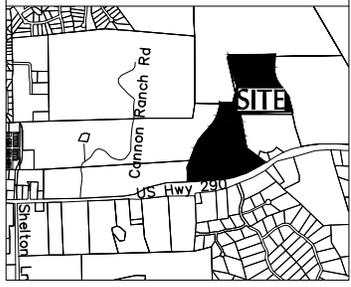


# DOUCET

Civil Engineering // Entitlements // Geospatial  
 7401 B. Highway 71 W, Ste. 160  
 Austin, TX 78735, Tel: (512)-583-2600  
 www.doucetengineers.com  
 TBPE Firm Number: 3937  
 TBPELS Firm Number: 10105800

Date: 06/21/2022
Scale: 1" = 300'
Drawn by: JRT
Reviewer: CWT
Project: 1455-003
Sheet: 6 OF 7
Field Book: 538
Party Chief: JSM
Survey Date: 07/2

**VICINITY MAP**  
NOT TO SCALE



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	26.27'	943.00'	1°35'47"	N20°28'08"E	26.27'
C2	332.63'	943.00'	20°12'37"	N31°22'20"E	330.91'
C3	681.06'	1,057.00'	36°55'03"	N23°01'06"E	669.34'
C4	1,659.68'	2,814.79'	33°46'59"	S74°24'06"W	1,635.74'

RECORD CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
(C1)	(1,659.73')	(2,814.86')	(33°47'01")	(S74°13'07"W)	(1,635.79')

**LEGEND**  
Item 10.

SUBJECT TO ADJOINER PROPERTY LINE FENCE POST FOUND [AS NOTED]  
 VOL. VOLUME  
 PG. PAGE  
 O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS  
 D.R.H.C.T. DEED RECORDS, HAYS COUNTY, TEXAS

RECORD LINE TABLE		
LINE	BEARING	DISTANCE
(L3)	(N52°12'00"E)	(18.72 VARA)
(L5)	(N18°55'00"W)	(73.35 VARA)
(L6)	(N5°15'01"W)	(88.60')
(L7)	(N16°28'44"W)	(73.39')
(L8)	(N3°28'53"W)	(14.21')
(L9)	(N11°47'00"W)	(7.00')
(L10)	(N22°31'41"W)	(32.14')
(L11)	(N27°26'20"W)	(141.34')
(L12)	(N39°07'46"W)	(222.16')
(L13)	(N32°56'39"W)	(229.19')
(L14)	(N56°27'07"E)	(79.35')

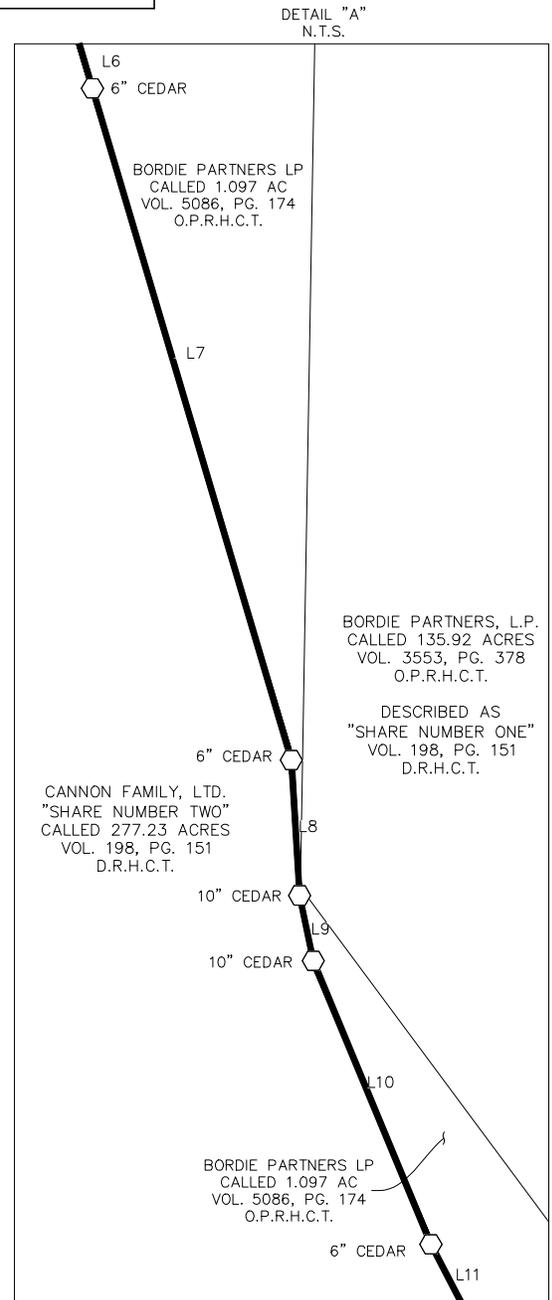
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°23'49"E	344.11'
L2	N04°33'35"E	12.95'
L3	N50°38'14"E	53.17'
L4	N21°13'11"E	64.75'
L5	N20°28'59"W	204.36'
L6	S05°15'07"E	88.61'
L7	S16°28'50"E	73.40'
L8	S03°28'59"E	14.21'
L9	S11°47'06"E	7.00'
L10	S22°31'47"E	32.14'
L11	S27°26'26"E	141.35'
L12	S39°07'52"E	222.18'
L13	S32°56'45"E	229.21'
L14	S57°28'55"W	79.36'

**CONTROL NOTE:**  
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.000077936  
UNITS: US SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

I, CHRISTOPHER W. TERRY, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

*Christopher W. Terry* 06/21/2022  
CHRISTOPHER W. TERRY DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6649  
DOUCET & ASSOCIATES, INC.  
CTERRY@DOUCETENGINEERS.COM



97.44 ACRE TRACT  
(4,244,330 SQUARE FEET)  
EXHIBIT  
HAYS COUNTY, TEXAS



**DOUCET**

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Drawn by:	JRT
Reviewer:	CWT
Project:	1455-003
Sheet:	7 OF 7
Field Book:	538
Party Chief:	JSM
Survey Date:	07/2



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

**Submitted By:** Laura Mueller, City Attorney; David Tuckfield, Wastewater Attorney

**Council Meeting Date:** April 18, 2023

**Agenda Item Wording:** **Discuss and consider approval of Agreements related to the Gateway Village Subdivision. Applicant: Matthew Scrivener**

- a. Staff Report
- b. Offsite Road Agreement
- c. Wastewater Agreement
- d. Water Agreement
- e. Line Extension Agreement

**Agenda Item Requestor:** Matthew Scrivener

**Summary/Background** In order to provide adequate infrastructure for the Gateway Village residential subdivision, multiple agreements have been negotiated related to the construction of the infrastructure. These agreements include an Offsite Road Agreement, Water Agreement, Wastewater Agreement, and a Line Extension Agreement related to the East Interceptor Project.

**Offsite Road Agreement:**

The development will be responsible for the percentage pro rata share of two offsite roads that will serve the project. These roads include the North/South Arterial which is planned to be Wild Ridge Boulevard and the East/West Arterial through the Wild Ridge Development. As part of the Wild Ridge/Meritage MUD Consent Agreement the City agreed to coordinate funding for the pro rata share of these roads that were in excess of Wild Ridge/Meritage’s and these contributions will go towards that pro rata share.

	<b>East/West Arterial Contribution</b>	<b>North/South Arterial Contribution</b>	<b>Soft costs (30%)</b>	<b>Contingency (20%)</b>	<b>Total</b>
Gateway Village Project	6.3% of actual costs; \$1,668,000 = \$105,084 (estimate)	15.77% of actual costs; (\$771,500 + 1,302,600) = \$327,086 (estimate)	\$129,651 (estimate)	\$86,434 (estimate)	\$648,254 Estimate

## **Wastewater Service Agreement**

This Wastewater Service Agreement addresses wastewater service for the proposed Gateway Village Development on what has been referred to as the East Cannon Tract. The Owner is North DSP, LLC (“Owner”). The proposed agreement is based on our standard wastewater agreement. Salient points of the proposed Agreement are listed below.

- 1) LUEs made available to Gateway Village:
  - a. 307 residential LUEs, 8 commercial LUEs, and up to an additional 2 LUEs for the amenities center.
  - b. Owner may construct and operate Pump & Haul Facilities for wastewater flows up to 75 LUEs as a temporary solution to wastewater needs of the Development. This was agreed to several years ago in order to obtain an easement across the Cannon Tract. Pump & Haul must cease as soon as the City System or package plant becomes available.
  - c. Owner may construct and build a package plant as a temporary solution. Once the City System becomes available, the package plant will be removed.
- 2) Facilities and easements
  - a. Owner pays all costs of building facilities (onsite and offsite) to connect to the East Interceptor.
  - b. Owner pays all costs associated with removal of temporary facilities.
- 3) Payments – Owner must pay the following
  - a. Impact Fees
    - i. Impact fees in the amount of \$7,580 per LUE will be due upon such time as the permit required for construction of Units for that LUE is submitted to City.
    - ii. Owner will pay the Beneficial Reuse Infrastructure fee. This payment shall be due This payment shall be due within sixty (60) days after the recording of each final plat of the Project.
  - b. Owner pays for City inspection and review and legal fees.

## **Water Agreement**

This Proposed Water Agreement will memorialize our Agreement with North DSP, LLC to provide retail water service to the residential development at the Gateway Village subdivision (often referred to as the Cannon East tract). This Proposed Agreement provides the following salient points:

- 1) The City will obtain wholesale service from WTCPUA and the City will, in turn, provide retail water service to the Gateway Village Development.
- 2) Developer will provide, at its cost:
  - A) All facilities that are required to connect to and extend water service from the WTCPUA System to the Proposed Development through and including retail water meters.
  - B) Necessary easements.
- 3) City will Provide up to 317 LUEs of retail water service for residential service.
- 4) Developer agrees to:
  - A) Pay fees associated with Agreement and obtaining water from WTCPUA.
  - B) Construct facilities in accordance with City policies, WTCPUA policies, and TCEQ rules.
  - C) Pay City inspection fees and any WTCPUA fees.
  - D) Obtain any necessary permits.
  - E) Obtain easements and convey them to City.
  - F) Convey facilities to the City.
  - G) Pay rates and charges imposed by City (which will include a pass through of any rates and charges charged to the City by the WTCPUA).
- 5) The City has the Right to:
  - A) Inspect and approve facilities.
  - B) Approve Easements
- 6) Miscellaneous
  - A) Facilities will have a two-year warranty.

B) The City has already adopted a rate structure that has been codified by as an ordinance for retail water rates.

**East Interceptor Line Extension Agreement**

The East Interceptor Agreement (“Agreement”) memorializes an agreement for the construction of a portion of the East Interceptor wastewater transmission line from Gateway Village (north of 290), under 290 and down through Village Grove (the “East Interceptor Segment”).

The Agreement is between the City of Dripping Springs, Dripping Springs Partners, LLC (The Village Grove Developers), and North DSP, LLC (the Gateway Village Developers).

DSP and North will provide to the City (at no cost to the City) easements necessary for the East Interceptor Segment.

The City, in its sole discretion, shall elect within ninety (90) days after the date of the Agreement to (1) construct the East Interceptor Segment, or (2) allow North to construct the East Interceptor Segment.

If the City constructs the East Interceptor Segment, North will pay the City a sum of money equal to the cost of constructing the Developer Lines consisting of an eight inch wastewater line.

If the City allows North to construct the East Interceptor Segment, the City will reimburse North for the oversizing of the line beyond 8-inches from Texas Water Development Board Funds, if available, or from a surcharge to be imposed (called a Reimbursement Fee) from each LUE on the development.

**Commission Recommendations:**

P&Z recommends approval of the project.

**Recommended Council Actions:**

Approval of all agreements related to this development.

**Attachments:**

- Offsite Road Agreement
- Wastewater Agreement
- Water Agreement
- Line Extension Agreement

**Next Steps/Schedule:**

If approved all documents will be executed. Also, the City must make a decision related to the East Interceptor.



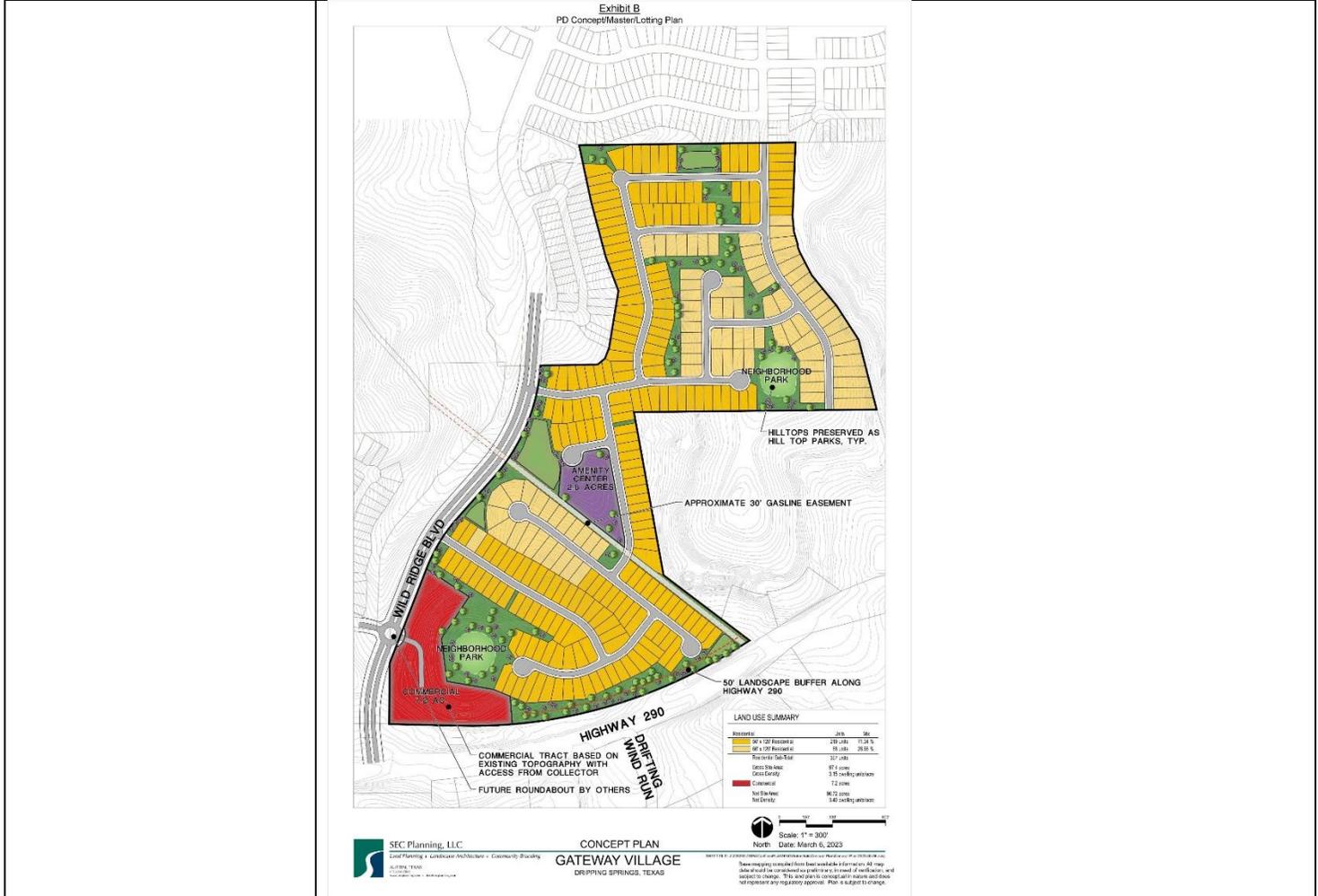


# City of Dripping Springs

Post Office Box 384  
 511 Mercer Street  
 Dripping Springs, Texas 78620

**Agenda Item Report from:** Laura Mueller, City Attorney; Tory Carpenter, Planning Director

<b>Meeting Date:</b>	April 18, 2023
<b>Agenda Item Wording:</b>	<b>Discuss and consider approval of a Resolution of the City of Dripping Springs, Texas consenting to the Annexation of Land commonly known as Gateway Village into Dripping Springs Municipal Utility District No. 1 and containing related findings and provisions. Applicant: Matthew Scrivener</b>
<b>Agenda Item Requestor:</b>	Matthew Scrivener, P.E., Austin Land Innovations, LLC
<b>Applicant:</b>	Matthew Scrivener, P.E., Austin Land Innovations, LLC
<b>Owner:</b>	
<b>Staff Recommendation</b>	Recommend approval of expansion of DS MUD 1 and approval of Agreement.



**Summary/Background:**

The applicant is requesting expansion of DS MUD Number 1. The current MUD property is 112 acres and is located south and east of the Sports and Recreation Park on Sports Park Road and is known as Village Grove. The property proposed to be added includes 97.4 acres and is located just north of Highway 290 adjacent to the future Wild Ridge Boulevard. It is named Gateway Village. The proposal includes approving three main issues: (1) agree to expansion of the Municipal Utility District; (2) an increased park development fee for sports lighting as shown in the Planned Development District; and (3) assistance with the East Interceptor. As part of the approval process the property is also being annexed into the City Limits and being zoned as a Planned Development District. In addition, the amount of bonding will increase from \$38,675,000 to \$67,250,000 to fund the improvements in both Gateway Village and Village Grove.

**Physical and Natural Features:**

The property is vacant with tree coverage.

**Evaluation under the City of Dripping Springs MUD Policy:**

<b>MUD Policy</b>	
a)	Improvements or services that advance or exceed the City's code of ordinances, take into consideration environmentally sensitive areas, lighting, or natural features within the area for development.
	This development will include parkland and trails and will be annexed into the City so that it will be required to follow all city ordinances including landscaping, water quality, and lighting. It is also proposed to provide additional funding for sports park lighting and assistance with construction of the East Interceptor. The property has also agreed to exterior architectural design standards.
b)	Projects that create or enhance parks, trails, recreational facilities, open space benefits that exceed what is required by applicable development and parkland dedication regulations.
	The project will pay the Park Development Fee that can be used to enhance parkland in the City in addition to funding for sports park lighting.
c)	Projects that improve environmental protection, storm water quality, drainage, and flood control benefits that meet or exceed what is required by applicable development regulations.
	This project will comply with all city water quality regulations and additional regulations will be considered during the Planned Development District rezoning process.
d)	Projects that provide enhanced benefits to improve the public roadway and sidewalk network in the City or the City's ETJ.
	The project will contribute to Wild Ridge Boulevard.
e)	Projects that provide enhanced water and wastewater infrastructure in the City or the City's ETJ.
	This project will assist in providing construction of the East Interceptor for wastewater.

<b>Commission Recommendations:</b>	N/A
<b>Actions by Other Jurisdictions/Entities:</b>	N/A
<b>Previous Action:</b>	DS MUD 1 was created in 2022. The bond election for MUD 1 has already occurred with the bond amounts being approved.
<b>Recommended Action:</b>	Approve expansion of the MUD. Alternatively, postpone the MUD Consent to May 2, 2023.
<b>Budget/Financial Impact:</b>	The City will gain additional property tax, roads, trails, and various development fees.
<b>Attachments:</b>	<ul style="list-style-type: none"> <li>- Proposed Consent to MUD Resolution</li> <li>- MUD Agreement</li> <li>- PDD and Annexation Ordinances</li> <li>- Staff Report</li> </ul>
<b>Related Documents at City Hall:</b>	DS MUD 1 Creation
<b>Public Notice Process:</b>	Notices were published for the annexation and zoning ordinances.
<b>Public Comments:</b>	Comments have not been received.
<b>Enforcement Issues:</b>	N/A
<b>Comprehensive Plan Element:</b>	N/A

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2023-R\_\_**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, CONSENTING TO THE ANNEXATION OF LAND INTO DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 AND CONTAINING RELATED FINDINGS AND PROVISIONS

**WHEREAS**, Cannon Family Ranch Partnership LTD, a Texas limited partnership formerly known as Cannon Family Ltd. (the "Petitioner"), the owner of the land more fully described on **Exhibit "A"** attached hereto and incorporated herein by reference for all purposes (the "Property"), or Petitioner’s successors or assigns, intend to petition Dripping Springs Municipal Utility District No. 1 (the "District") for the annexation and inclusion of all or a portion of the Property into the boundaries of the District; and

**WHEREAS**, the Property is located within the extraterritorial jurisdiction of the City of Dripping Springs, Texas (the "City") and is proposed to be annexed into the corporate limits of the City and, therefore, the City’s consent to the annexation of the Property by the District is required by applicable law; and

**WHEREAS**, Petitioner has, on behalf of itself and its successors and assigns, requested that the City consent to the proposed annexation and inclusion of all or a portion of the Property into the District by ordinance or resolution;

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

That the City hereby consents to the annexation and inclusion of all or any portion of the Property into the boundaries of the District. For the avoidance of doubt, annexation of the Property into the corporate limits of the City will not affect the City’s consent to the annexation of all or any portion of the Property by the District.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Dripping Springs, Texas at a regular meeting on the \_\_\_ day of \_\_\_\_\_, 2023, at which a quorum was present, and for which due notice was given pursuant to Article 551, Texas Government Code.

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

ATTEST:

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

**EXHIBIT “A”**

THE PROPERTY

[attached]



Exhibit “ \_ ”

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

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

97.44-Acre Tract  
Hays County, Texas

D&A Job No. 1455-003  
June 21, 2022

**DESCRIPTION**  
97.44-Acre Tract

**BEING A 97.44-ACRE TRACT OUT OF THE PHILIP A SMITH SURVEY, ABSTRACT NUMBER 415, THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, THE IV DAVIS JR SURVEY NUMBER 130, ABSTRACT NUMBER 475, EDWARD W. BROWN SURVEY NUMBER 136, ABSTRACT NUMBER 44, AND THE WILLIAM WALKER SURVEY NUMBER 130, ABSTRACT NUMBER 475, HAYS COUNTY, TEXAS, BEING A PORTION OF A THE REMAINDER OF A CALLED 69.91-ACRE TRACT DESCRIBED TO DENNIS P. CANNON AND KATHERINE CANNON RECORDED IN VOLUME 211, PAGE 177 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], ALSO BEING A PORTION OF A CALLED 277.23-ACRE TRACT, CONVEYED TO CANNON FAMILY, LTD. (KNOWN AS SHARE NUMBER TWO) RECORDED IN VOLUME 198, PAGE 151 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.]; SAID 97.44-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a Concrete Highway monument found in the existing north right-of-way line of East Highway 290, a 100-foot wide right-of-way, according to TxDot right-of-way map AUS011307AD, for the southwest corner of said 277.23-acre tract, and for the southeast corner of a called 58.000-acre tract, conveyed to Oryx Cannon 58 LLC, recorded in Document Number 20023358 [O.P.R.H.C.T], and for the southwest corner of the tract described herein;

**THENCE**, N00°23'49"E, departing the existing north right-of-way line of said East Highway 290, with the common line of said 277.23-acre tract and said 58.000-acre tract, for a distance of 344.11 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for the beginning of a curve to the right, for the south corner of a 8.787-acre proposed roadway parcel, and for an angle corner of the tract described herein;

**THENCE**, with the southeast line of said 8.787-acre proposed roadway parcel and over and across said 277.23-acre tract, the following six (6) courses:

- 1) With said curve to the right, having an arc length of 26.27 feet, a radius of 943.00 feet, a delta angle of 01°35'47", and a chord which bears N20°28'08"E, for a distance of 26.27 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
- 2) N21°16'01"E, for a distance of 550.66 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for the beginning of a curve to the right and for an angle corner of the tract described herein,
- 3) With said curve to the right, having an arc length of 332.63 feet, a radius of 943.00 feet, a delta angle of 20°12'37", and a chord which bears N31°22'20"E, for a distance of 330.91 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
- 4) N41°28'38"E, for a distance of 315.03 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for the beginning of a curve to the left and for an angle corner of the tract described herein,

**CONTINUED ON NEXT PAGE**

COMMITMENT YOU EXPECT.  
EXPERIENCE YOU NEED.  
PEOPLE YOU TRUST.



- 5) With said curve to the right, having an arc length of 681.06 feet, a radius of 1,057.00 feet, a delta angle of  $36^{\circ}55'03''$ , and a chord which bears  $N23^{\circ}01'06''E$ , for a distance of 669.34 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein, and
- 6)  $N04^{\circ}33'35''E$ , for a distance of 12.95 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set in the common line of said 277.23-acre tract and a remainder of a called 291-1/3-acre tract, conveyed to Cynosure Corporation, recorded in Volume 258, Page 123 of the Deed Records of Hays County, Texas [D.R.H.C.T.], and for an angle corner of the tract described herein, from which a 1/2-inch iron rod with cap stamped "DOUCET" found bears  $S89^{\circ}00'33''W$ , for a distance of 244.21 feet;

**THENCE**, with the common line of said 277.23-acre tract and said 291-1/3-acre tract, the following eight (8) courses:

- 1)  $N89^{\circ}00'33''E$ , for a distance of 322.22 feet to a 1/2-inch iron pipe found for an angle corner of the tract described herein,
- 2)  $N50^{\circ}38'14''E$ , for a distance of 53.17 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
- 3)  $N21^{\circ}13'11''E$ , for a distance of 64.75 feet to a MAG nail found for an angle corner of the tract described herein,
- 4)  $N09^{\circ}17'53''E$ , for a distance of 327.10 feet to a MAG nail found for an angle corner of the tract described herein,
- 5)  $N20^{\circ}28'59''W$ , for a distance of 204.36 feet to a calculated point for an angle corner of the tract described herein, from which a MAG nail found bears  $S13^{\circ}52'35''E$ , for a distance of 2.61 feet,
- 6)  $N14^{\circ}46'26''W$ , for a distance of 324.06 feet to a 1/2-inch iron pipe found for an angle corner of the tract described herein,
- 7)  $N11^{\circ}59'53''W$ , for a distance of 327.25 feet to a 1/2-inch iron pipe with 60D nail found for the northwest corner of the tract described herein, and
- 8)  $N89^{\circ}15'51''E$ , for a distance of 1,222.57 feet to an 8-inch Cedar Fence Post for the northeast corner of a called 1.097-acre tract, conveyed to Bordie Partners LP, recorded in Volume 5086, Page 174 [O.P.R.H.C.T.], and for the northeast corner of the tract described herein;

**THENCE**, with the common line of said 277.23-acre tract and said 1.097-acre tract, the following ten (10) courses:

- 1)  $S02^{\circ}19'16''W$ , for a distance of 418.07 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 2)  $S05^{\circ}15'07''E$ , for a distance of 88.61 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 3)  $S16^{\circ}28'50''E$ , for a distance of 73.40 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 4)  $S03^{\circ}28'59''E$ , for a distance of 14.21 feet to a 10-inch Cedar Fence Post for an angle corner of the tract described herein,
- 5)  $S11^{\circ}47'06''E$ , for a distance of 7.00 feet to a 10-inch Cedar Fence Post for an angle corner of the tract described herein,

**CONTINUED ON NEXT PAGE**



- 6) S22°31'47"E, for a distance of 32.14 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein.
- 7) S27°26'26"E, for a distance of 141.35 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein.
- 8) S39°07'52"E, for a distance of 222.18 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein.
- 9) S32°56'45"E, for a distance of 229.21 feet to a calculated point for an angle corner of the tract described herein, from which a 5/8-inch iron rod bears, N88°54'02"E, for a distance of 47.22 feet, and
- 10) S14°21'53"E, for a distance of 407.89 feet to a to a calculated point in the north line of Lot 4, Block A, Blue Blazes Ranch Phase 1 Subdivision, recorded in Document Number 18010223 of the Plat Records of Hays County, Texas [P.R.H.C.T.], for the southeast corner of said 277.23-acre tract and for the southwest corner of said 1.097-acre tract and for the southeast corner of the tract described herein, from which a 5/8-inch iron rod bears, N89°22'55"E, for a distance of 30.48 feet;

**THENCE**, S89°22'55"W, with the common line of said 277.23-acre tract and said Lot 4, for a distance of 165.73 feet to a 1/2-inch iron rod with cap stamped "G&R" found for the northwest corner of said Lot 4, Block A, same being for the northeast corner of Lot 5, Block A of said Blue Blazes Ranch Phase 1 Subdivision, a distance of 264.31 feet passing a 1/2-inch iron rod with cap stamped "G&R" found for the northwest corner of said Lot 5, Block A, and the northeast corner of the remainder of Tract A-3 of Vista Tract Ranch Tract A, a subdivision recorded in Volume 14, Page 12 [P.R.H.C.T.], a distance of 547.78 feet passing a 1/2-inch iron rod found for the northeast corner of said Tract A-3, and for the northeast corner of Lot 4, Block B of said Blue Blazes Ranch Phase 1 Subdivision and continuing for a total distance of 1,370.57 feet to a 5/8-inch iron rod with cap stamped "Charles Swart" found for the northwest corner of said Lot 4, Block B, for the northeast corner of a called 14.3372-acre tract, conveyed to Cannon Family LTD, recorded in Volume 1641, Page 423 [O.P.R.T.C.T.], same being for an angle corner of the tract described herein,

**THENCE**, with the common line of said 14.3372-acre tract and said Block B of said Blue Blazes Ranch Phase 1 Subdivision, the following two (2) courses:

- 1) S10°17'27"E, for a distance of 721.25 feet passing a 1/2-inch iron rod with cap stamped "G&R" found for the southwest corner of said Lot 4, Block B and for the northwest corner of Lot 3, Block B, of said Blue Blazes Ranch Phase 1 Subdivision, and continuing for a total distance of 937.32 feet to a 1/2-inch iron rod found for the west corner of Lot 3, Block B, same being for an angle corner of the tract described herein, and
- 2) S52°44'27"E, for a distance of 221.16 feet passing a 1/2-inch iron rod with cap stamped "Charles Swart" found for the south corner of said Lot 3, Block B, same being the southwest corner of Lot 2, Block B of said Blue Blazes Ranch Phase 1 Subdivision, and continuing for a total distance of 610.29 feet to a 1/2-inch iron rod found for the south corner of said Lot 2, Block B and the southeast corner of said 14.3372-acre tract, same being in the existing north right-of-way line of said East Highway 290, and for the southeast corner of the tract described herein;

**CONTINUED ON NEXT PAGE**



THENCE with the existing north right-of-way line of said East Highway 290, the following three (3) courses:

- 1) S57°28'55"W, for a distance of 79.36 feet to 1/2-inch iron rod with cap stamped "Charles Swart" found for the beginning of a curve to the right and for an angle corner of the tract described herein,
- 2) With said curve to the right, having an arc length of 551.63 feet passing a 5/8-inch iron rod with aluminum punched hole found for the southwest corner of said 14.3372-acre tract, same being the southeast corner of a called 6.000-acre tract conveyed to Cannon Family, LTD., recorded in Volume 1619, Page 316 [O.P.R.H.C.T.], an arc length of 756.83 feet passing a 1/2-inch iron rod found for the southwest corner of said 6.000-acre tract, same being the southeast corner of a called 5.100-acre tract conveyed to Cannon Family, LTD., recorded in Volume 1619, Page 316, [O.P.R.H.C.T.], an arc distance of 1,455.56 feet passing a Concrete Highway Monument Found, and continuing a total arc length of 1,659.68 feet, a radius of 2,814.79 feet, a delta angle of 33°46'59", and a chord which bears S74°24'06"W, for a distance of 1635.74 feet to a concrete highway monument found for an angle corner of the tract described herein;
- 3) N88°41'58"W, for a distance of 149.71 feet passing a 1/2-inch iron pipe found for the southwest corner of a called 10.0105-acre tract conveyed to Cannon Family, LTD., recorded in Volume 1619, Page 316 [O.P.R.H.C.T.], and continuing for a total distance of 393.02 feet to the **POINT OF BEGINNING** and containing 97.44 acres.

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

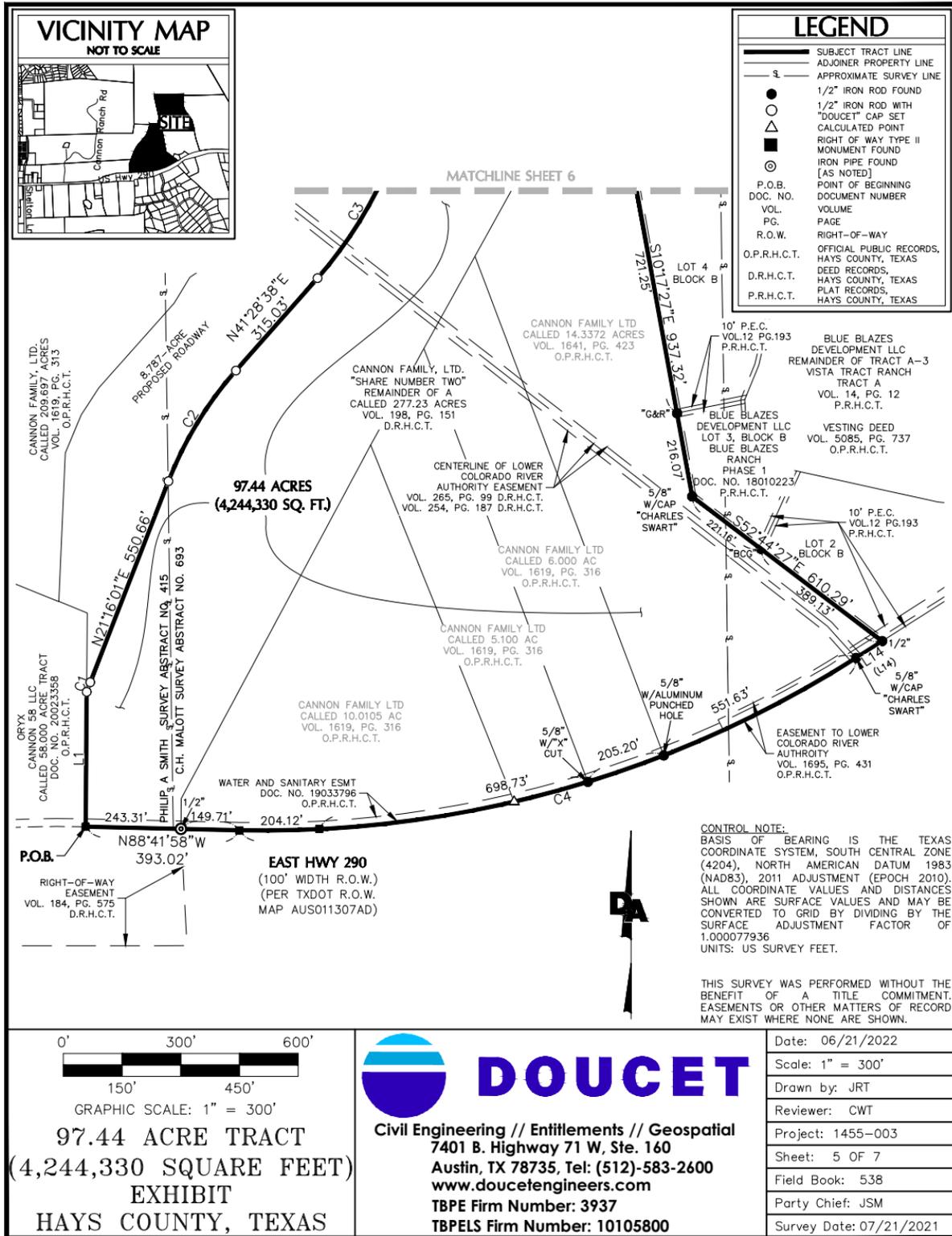
Units: U.S. Survey Feet.

I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this description and accompanying exhibit of even date represent an actual survey performed on the ground.

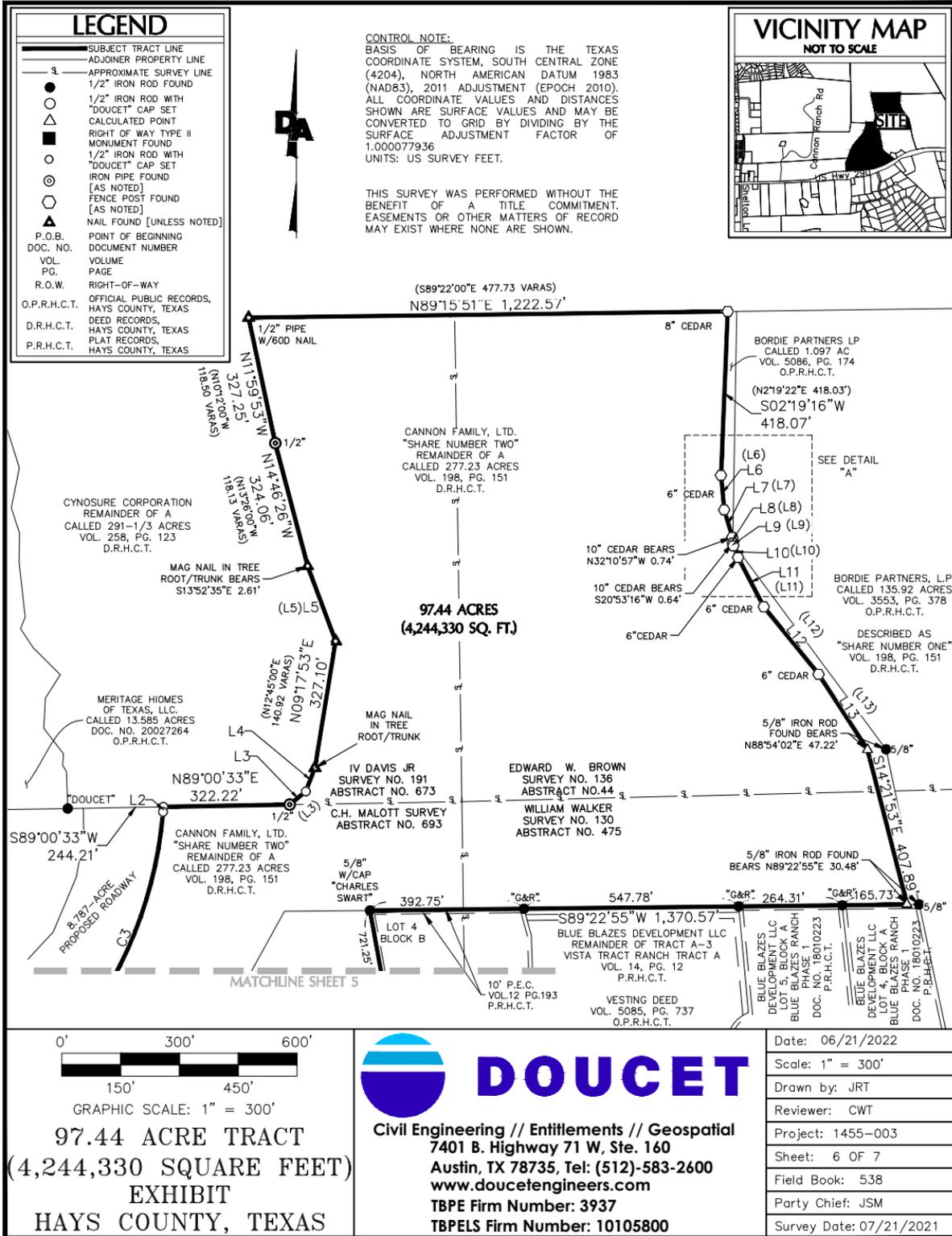
  
 \_\_\_\_\_  
 Christopher W. Terry  
 Registered Professional Land Surveyor  
 Texas Registration No. 6649  
 Doucet & Associates  
 Cterry@DoucetEngineers.com  
 TBPELS Firm Registration No. 10105800

06/21/2022  
Date





X:\Departments\Geospatial\Projects\1455-003 Cannon Ranch East - Pulte\CAD\dwg\Active - Exhibits\1455-003 Wild Ridge 97.44 ac tract \_srf.dwg



X:\Departments\Geospatial\Projects\1455-003 Cannon Ranch East - Pulte\CAD\dwg\Active - Exhibits\1455-003 Wild Ridge 97.44 ac tract \_srf.dwg

### VICINITY MAP

NOT TO SCALE

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	26.27'	943.00'	1'35'47"	N20'28'08"E	26.27'
C2	332.63'	943.00'	20'12'37"	N31'22'20"E	330.91'
C3	681.06'	1,057.00'	36'55'03"	N23'01'06"E	669.34'
C4	1,659.68'	2,814.79'	33'46'59"	S74'24'06"W	1,635.74'

RECORD CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
(C1)	(1,659.73')	(2,814.86')	(33'47'01")	(S74'13'07"W)	(1,635.79')

### LEGEND

- SUBJECT TRACT LINE
- ADJOINER PROPERTY LINE
- FENCE POST FOUND [AS NOTED]
- VOL. VOLUME
- PG. PAGE
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
- D.R.H.C.T. DEED RECORDS, HAYS COUNTY, TEXAS

RECORD LINE TABLE		
LINE	BEARING	DISTANCE
(L3)	(N52'12'00"E)	(18.72 VARA)
(L5)	(N18'55'00"W)	(73.35 VARA)
(L6)	(N5'15'01"W)	(88.60')
(L7)	(N16'28'44"W)	(73.39')
(L8)	(N3'28'53"W)	(14.21')
(L9)	(N11'47'00"W)	(7.00')
(L10)	(N22'31'41"W)	(32.14')
(L11)	(N27'26'20"W)	(141.34')
(L12)	(N39'07'46"W)	(222.16')
(L13)	(N32'56'39"W)	(229.19')
(L14)	(N56'27'07"E)	(79.35')

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00'23'49"E	344.11'
L2	N04'33'35"E	12.95'
L3	N50'38'14"E	53.17'
L4	N21'13'11"E	64.75'
L5	N20'28'59"W	204.36'
L6	S05'15'07"E	88.61'
L7	S16'28'50"E	73.40'
L8	S03'28'59"E	14.21'
L9	S11'47'06"E	7.00'
L10	S22'31'47"E	32.14'
L11	S27'26'26"E	141.35'
L12	S39'07'52"E	222.18'
L13	S32'56'45"E	229.21'
L14	S57'28'55"W	79.36'

**CONTROL NOTE:**  
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SURFACE ADJUSTMENT FACTOR OF 1.000077936  
UNITS: US SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

I, CHRISTOPHER W. TERRY, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

*Christopher W. Terry* 06/21/2022  
CHRISTOPHER W. TERRY DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6649  
DOUCET & ASSOCIATES, INC.  
CTERRY@DOUCETENGINEERS.COM

Date:	06/21/2022
Scale:	N.T.S.
Drawn by:	JRT
Reviewer:	CWT
Project:	1455-003
Sheet:	7 OF 7
Field Book:	538
Party Chief:	JSM
Survey Date:	07/21/2021

**97.44 ACRE TRACT**  
**(4,244,330 SQUARE FEET)**  
**EXHIBIT**  
**HAYS COUNTY, TEXAS**

**Civil Engineering // Entitlements // Geospatial**  
**7401 B. Highway 71 W, Ste. 160**  
**Austin, TX 78735, Tel: (512)-583-2600**  
**www.doucetengineers.com**  
**TBPE Firm Number: 3937**  
**TBPELS Firm Number: 10105800**

X:\Departments\Geospatial\Projects\1455-003 Cannon Ranch East - Pulte\CAD\dwg\Active - Exhibits\1455-003 Wild Ridge 97.44 ac tract \_srf.dwg

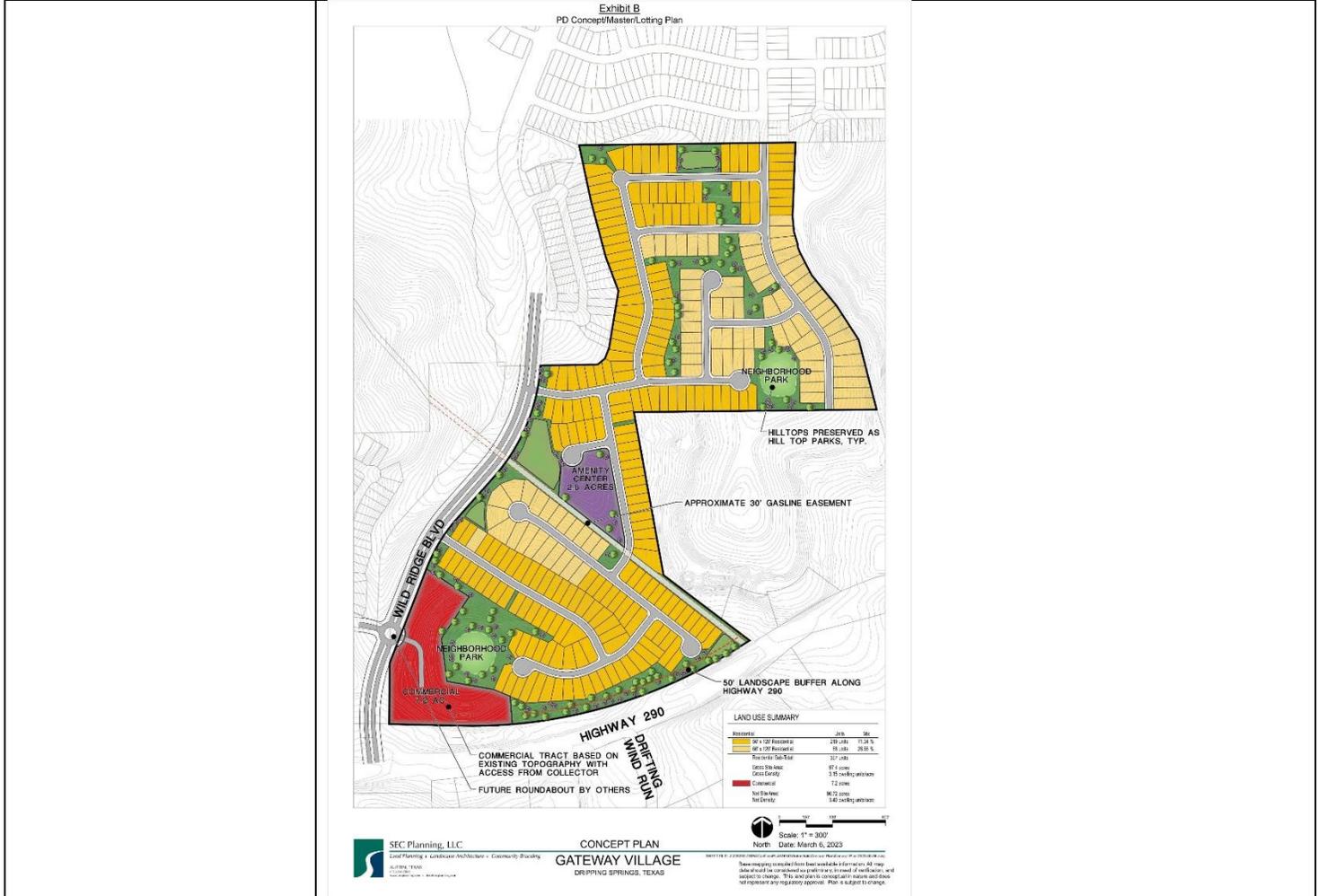


# City of Dripping Springs

Post Office Box 384  
 511 Mercer Street  
 Dripping Springs, Texas 78620

**Agenda Item Report from:** Laura Mueller, City Attorney; Tory Carpenter, Planning Director

<b>Meeting Date:</b>	April 18, 2023
<b>Agenda Item Wording:</b>	<b>Discuss and consider approval of a First Amendment to Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1. Applicant: Matthew Scrivener</b>
<b>Agenda Item Requestor:</b>	Matthew Scrivener, P.E., Austin Land Innovations, LLC
<b>Applicant:</b>	Matthew Scrivener, P.E., Austin Land Innovations, LLC
<b>Owner:</b>	
<b>Staff Recommendation</b>	Recommend approval of Agreement.



**Summary/Background:**

The applicant is requesting expansion of DS MUD Number 1. The current MUD property is 112 acres and is located south and east of the Sports and Recreation Park on Sports Park Road and is known as Village Grove. The property proposed to be added includes 97.4 acres and is located just north of Highway 290 adjacent to the future Wild Ridge Boulevard. It is named Gateway Village. The proposal includes approving three main issues: (1) agree to expansion of the Municipal Utility District; (2) an increased park development fee for sports lighting as shown in the Planned Development District; and (3) assistance with the East Interceptor. As part of the approval process the property is also being annexed into the City Limits and being zoned as a Planned Development District. In addition, the amount of bonding will increase from \$38,675,000 to \$67,250,000 to fund the improvements in both Gateway Village and Village Grove.

**Physical and Natural Features:**

The property is vacant with tree coverage.

**Evaluation under the City of Dripping Springs MUD Policy:**

<b>MUD Policy</b>	
a)	Improvements or services that advance or exceed the City's code of ordinances, take into consideration environmentally sensitive areas, lighting, or natural features within the area for development.
	This development will include parkland and trails and will be annexed into the City so that it will be required to follow all city ordinances including landscaping, water quality, and lighting. It is also proposed to provide additional funding for sports park lighting and assistance with construction of the East Interceptor. The property has also agreed to exterior architectural design standards.
b)	Projects that create or enhance parks, trails, recreational facilities, open space benefits that exceed what is required by applicable development and parkland dedication regulations.
	The project will pay the Park Development Fee that can be used to enhance parkland in the City in addition to funding for sports park lighting.
c)	Projects that improve environmental protection, storm water quality, drainage, and flood control benefits that meet or exceed what is required by applicable development regulations.
	This project will comply with all city water quality regulations and additional regulations will be considered during the Planned Development District rezoning process.
d)	Projects that provide enhanced benefits to improve the public roadway and sidewalk network in the City or the City's ETJ.
	The project will contribute to Wild Ridge Boulevard.
e)	Projects that provide enhanced water and wastewater infrastructure in the City or the City's ETJ.
	This project will assist in providing construction of the East Interceptor for wastewater.

<b>Commission Recommendations:</b>	N/A
<b>Actions by Other Jurisdictions/Entities:</b>	N/A
<b>Previous Action:</b>	DS MUD 1 was created in 2022. The bond election for MUD 1 has already occurred with the bond amounts being approved.
<b>Recommended Action:</b>	Approve expansion of the MUD. Alternatively, postpone the MUD Consent to May 2, 2023.
<b>Budget/Financial Impact:</b>	The City will gain additional property tax, roads, trails, and various development fees.
<b>Attachments:</b>	<ul style="list-style-type: none"> <li>- Proposed Consent to MUD Resolution</li> <li>- MUD Agreement</li> <li>- PDD and Annexation Ordinances</li> <li>- Staff Report</li> </ul>
<b>Related Documents at City Hall:</b>	DS MUD 1 Creation
<b>Public Notice Process:</b>	Notices were published for the annexation and zoning ordinances.
<b>Public Comments:</b>	Comments have not been received.
<b>Enforcement Issues:</b>	N/A
<b>Comprehensive Plan Element:</b>	N/A



**AGREEMENT**

1. Defined Terms. All capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Consent Agreement.

2. City Consent to Annexation of the Cannon Tract into the District. The land more particularly described on **Exhibit “A”** attached to this Amendment (the “*Cannon Tract*”) is currently located within the extraterritorial jurisdiction of the City but is anticipated to be annexed into the corporate boundaries of the City. The City acknowledges receipt of the request for the City’s consent to annexation of all or part of the Cannon Tract into the boundaries of the District; and, in accordance with applicable law, the City has consented to such proposed annexation pursuant to the Resolution of the City Council attached as **Exhibit “B”** to this Amendment. No further action on the part of the City to evidence the City’s consent to the annexation of all or any portion of the Cannon Tract into the District’s boundaries will be required; however, the City agrees to provide additional confirmation of its consent if requested to do so. For the avoidance of doubt, annexation of the Cannon Tract into the corporate limits of the City will not affect (i) the City’s consent to the annexation of all or any portion of the Cannon Tract by the District; or (ii) the terms, provisions, or enforceability of this Amendment.

3. The District’s Maximum Bonding Authority. The not-to-exceed dollar amount specified as the District’s maximum bonding authority in the first sentence of Section 3.01 of the Consent Agreement is hereby increased from \$38,675,000 to \$67,250,000.

4. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Consent Agreement continue to govern the rights and obligations of the Parties, and the terms of the Consent Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Consent Agreement, this Amendment will control and modify the Consent Agreement.

5. Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, DocuSign or .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

\* \* \*

**IN WITNESS WHEREOF**, the Parties have executed this Amendment to be effective as of the date first written above.

**COUNTERPART SIGNATURE PAGE TO:**

**FIRST AMENDMENT  
TO AGREEMENT CONCERNING CREATION AND OPERATION  
DRIPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1**

**CITY:**

**CITY OF DRIPPING SPRINGS, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTERPART SIGNATURE PAGE TO:**

**FIRST AMENDMENT  
TO AGREEMENT CONCERNING CREATION AND OPERATION OF  
DRIPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1**

**THE DEVELOPER:**

**DRIPPING SPRINGS PARTNERS, LLC**, Texas  
limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTERPART SIGNATURE PAGE TO:**

**FIRST AMENDMENT  
TO AGREEMENT CONCERNING CREATION AND OPERATION OF  
DRIPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1**

**740 SP:**

**740 SPORTS PARK, LLC**, Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTERPART SIGNATURE PAGE TO:**

**FIRST AMENDMENT  
TO AGREEMENT CONCERNING CREATION AND OPERATION OF  
DRIPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1**

**THE DISTRICT:**

**DRIPPING SRINGS MUNICIPAL UTILITY  
DISTRICT NO. 1**, a political subdivision of the  
State of Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

THE CANNON TRACT

[attached]



Exhibit “ \_ ”

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

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

97.44-Acre Tract  
Hays County, Texas

D&A Job No. 1455-003  
June 21, 2022

**DESCRIPTION**  
97.44-Acre Tract

**BEING A 97.44-ACRE TRACT OUT OF THE PHILIP A SMITH SURVEY, ABSTRACT NUMBER 415, THE C.H. MALOTT SURVEY, ABSTRACT NUMBER 693, THE IV DAVIS JR SURVEY NUMBER 130, ABSTRACT NUMBER 475, EDWARD W. BROWN SURVEY NUMBER 136, ABSTRACT NUMBER 44, AND THE WILLIAM WALKER SURVEY NUMBER 130, ABSTRACT NUMBER 475, HAYS COUNTY, TEXAS, BEING A PORTION OF A THE REMAINDER OF A CALLED 69.91-ACRE TRACT DESCRIBED TO DENNIS P. CANNON AND KATHERINE CANNON RECORDED IN VOLUME 211, PAGE 177 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], ALSO BEING A PORTION OF A CALLED 277.23-ACRE TRACT, CONVEYED TO CANNON FAMILY, LTD. (KNOWN AS SHARE NUMBER TWO) RECORDED IN VOLUME 198, PAGE 151 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.]; SAID 97.44-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a Concrete Highway monument found in the existing north right-of-way line of East Highway 290, a 100-foot wide right-of-way, according to TxDot right-of-way map AUS011307AD, for the southwest corner of said 277.23-acre tract, and for the southeast corner of a called 58.000-acre tract, conveyed to Oryx Cannon 58 LLC, recorded in Document Number 20023358 [O.P.R.H.C.T.], and for the southwest corner of the tract described herein;

**THENCE**, N00°23'49"E, departing the existing north right-of-way line of said East Highway 290, with the common line of said 277.23-acre tract and said 58.000-acre tract, for a distance of 344.11 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for the beginning of a curve to the right, for the south corner of a 8.787-acre proposed roadway parcel, and for an angle corner of the tract described herein;

**THENCE**, with the southeast line of said 8.787-acre proposed roadway parcel and over and across said 277.23-acre tract, the following six (6) courses:

- 1) With said curve to the right, having an arc length of 26.27 feet, a radius of 943.00 feet, a delta angle of 01°35'47", and a chord which bears N20°28'08"E, for a distance of 26.27 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
- 2) N21°16'01"E, for a distance of 550.66 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for the beginning of a curve to the right and for an angle corner of the tract described herein,
- 3) With said curve to the right, having an arc length of 332.63 feet, a radius of 943.00 feet, a delta angle of 20°12'37", and a chord which bears N31°22'20"E, for a distance of 330.91 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
- 4) N41°28'38"E, for a distance of 315.03 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for the beginning of a curve to the left and for an angle corner of the tract described herein,

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COMMITMENT YOU EXPECT.  
EXPERIENCE YOU NEED.  
PEOPLE YOU TRUST.



- 5) With said curve to the right, having an arc length of 681.06 feet, a radius of 1,057.00 feet, a delta angle of  $36^{\circ}55'03''$ , and a chord which bears  $N23^{\circ}01'06''E$ , for a distance of 669.34 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein, and
- 6)  $N04^{\circ}33'35''E$ , for a distance of 12.95 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set in the common line of said 277.23-acre tract and a remainder of a called 291-1/3-acre tract, conveyed to Cynosure Corporation, recorded in Volume 258, Page 123 of the Deed Records of Hays County, Texas [D.R.H.C.T.], and for an angle corner of the tract described herein, from which a 1/2-inch iron rod with cap stamped "DOUCET" found bears  $S89^{\circ}00'33''W$ , for a distance of 244.21 feet;

**THENCE**, with the common line of said 277.23-acre tract and said 291-1/3-acre tract, the following eight (8) courses:

- 1)  $N89^{\circ}00'33''E$ , for a distance of 322.22 feet to a 1/2-inch iron pipe found for an angle corner of the tract described herein,
- 2)  $N50^{\circ}38'14''E$ , for a distance of 53.17 feet to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
- 3)  $N21^{\circ}13'11''E$ , for a distance of 64.75 feet to a MAG nail found for an angle corner of the tract described herein,
- 4)  $N09^{\circ}17'53''E$ , for a distance of 327.10 feet to a MAG nail found for an angle corner of the tract described herein,
- 5)  $N20^{\circ}28'59''W$ , for a distance of 204.36 feet to a calculated point for an angle corner of the tract described herein, from which a MAG nail found bears  $S13^{\circ}52'35''E$ , for a distance of 2.61 feet,
- 6)  $N14^{\circ}46'26''W$ , for a distance of 324.06 feet to a 1/2-inch iron pipe found for an angle corner of the tract described herein,
- 7)  $N11^{\circ}59'53''W$ , for a distance of 327.25 feet to a 1/2-inch iron pipe with 60D nail found for the northwest corner of the tract described herein, and
- 8)  $N89^{\circ}15'51''E$ , for a distance of 1,222.57 feet to an 8-inch Cedar Fence Post for the northeast corner of a called 1.097-acre tract, conveyed to Bordie Partners LP, recorded in Volume 5086, Page 174 [O.P.R.H.C.T.], and for the northeast corner of the tract described herein;

**THENCE**, with the common line of said 277.23-acre tract and said 1.097-acre tract, the following ten (10) courses:

- 1)  $S02^{\circ}19'16''W$ , for a distance of 418.07 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 2)  $S05^{\circ}15'07''E$ , for a distance of 88.61 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 3)  $S16^{\circ}28'50''E$ , for a distance of 73.40 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein,
- 4)  $S03^{\circ}28'59''E$ , for a distance of 14.21 feet to a 10-inch Cedar Fence Post for an angle corner of the tract described herein,
- 5)  $S11^{\circ}47'06''E$ , for a distance of 7.00 feet to a 10-inch Cedar Fence Post for an angle corner of the tract described herein,

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- 6) S22°31'47"E, for a distance of 32.14 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein.
- 7) S27°26'26"E, for a distance of 141.35 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein.
- 8) S39°07'52"E, for a distance of 222.18 feet to a 6-inch Cedar Fence Post for an angle corner of the tract described herein.
- 9) S32°56'45"E, for a distance of 229.21 feet to a calculated point for an angle corner of the tract described herein, from which a 5/8-inch iron rod bears, N88°54'02"E, for a distance of 47.22 feet, and
- 10) S14°21'53"E, for a distance of 407.89 feet to a to a calculated point in the north line of Lot 4, Block A, Blue Blazes Ranch Phase 1 Subdivision, recorded in Document Number 18010223 of the Plat Records of Hays County, Texas [P.R.H.C.T.], for the southeast corner of said 277.23-acre tract and for the southwest corner of said 1.097-acre tract and for the southeast corner of the tract described herein, from which a 5/8-inch iron rod bears, N89°22'55"E, for a distance of 30.48 feet;

**THENCE**, S89°22'55"W, with the common line of said 277.23-acre tract and said Lot 4, for a distance of 165.73 feet to a 1/2-inch iron rod with cap stamped "G&R" found for the northwest corner of said Lot 4, Block A, same being for the northeast corner of Lot 5, Block A of said Blue Blazes Ranch Phase 1 Subdivision, a distance of 264.31 feet passing a 1/2-inch iron rod with cap stamped "G&R" found for the northwest corner of said Lot 5, Block A, and the northeast corner of the remainder of Tract A-3 of Vista Tract Ranch Tract A, a subdivision recorded in Volume 14, Page 12 [P.R.H.C.T.], a distance of 547.78 feet passing a 1/2-inch iron rod found for the northeast corner of said Tract A-3, and for the northeast corner of Lot 4, Block B of said Blue Blazes Ranch Phase 1 Subdivision and continuing for a total distance of 1,370.57 feet to a 5/8-inch iron rod with cap stamped "Charles Swart" found for the northwest corner of said Lot 4, Block B, for the northeast corner of a called 14.3372-acre tract, conveyed to Cannon Family LTD, recorded in Volume 1641, Page 423 [O.P.R.T.C.T.], same being for an angle corner of the tract described herein,

**THENCE**, with the common line of said 14.3372-acre tract and said Block B of said Blue Blazes Ranch Phase 1 Subdivision, the following two (2) courses:

- 1) S10°17'27"E, for a distance of 721.25 feet passing a 1/2-inch iron rod with cap stamped "G&R" found for the southwest corner of said Lot 4, Block B and for the northwest corner of Lot 3, Block B, of said Blue Blazes Ranch Phase 1 Subdivision, and continuing for a total distance of 937.32 feet to a 1/2-inch iron rod found for the west corner of Lot 3, Block B, same being for an angle corner of the tract described herein, and
- 2) S52°44'27"E, for a distance of 221.16 feet passing a 1/2-inch iron rod with cap stamped "Charles Swart" found for the south corner of said Lot 3, Block B, same being the southwest corner of Lot 2, Block B of said Blue Blazes Ranch Phase 1 Subdivision, and continuing for a total distance of 610.29 feet to a 1/2-inch iron rod found for the south corner of said Lot 2, Block B and the southeast corner of said 14.3372-acre tract, same being in the existing north right-of-way line of said East Highway 290, and for the southeast corner of the tract described herein;

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THENCE with the existing north right-of-way line of said East Highway 290, the following three (3) courses:

- 1) S57°28'55"W, for a distance of 79.36 feet to 1/2-inch iron rod with cap stamped "Charles Swart" found for the beginning of a curve to the right and for an angle corner of the tract described herein,
- 2) With said curve to the right, having an arc length of 551.63 feet passing a 5/8-inch iron rod with aluminum punched hole found for the southwest corner of said 14.3372-acre tract, same being the southeast corner of a called 6.000-acre tract conveyed to Cannon Family, LTD., recorded in Volume 1619, Page 316 [O.P.R.H.C.T.], an arc length of 756.83 feet passing a 1/2-inch iron rod found for the southwest corner of said 6.000-acre tract, same being the southeast corner of a called 5.100-acre tract conveyed to Cannon Family, LTD., recorded in Volume 1619, Page 316, [O.P.R.H.C.T.], an arc distance of 1,455.56 feet passing a Concrete Highway Monument Found, and continuing a total arc length of 1,659.68 feet, a radius of 2,814.79 feet, a delta angle of 33°46'59", and a chord which bears S74°24'06"W, for a distance of 1635.74 feet to a concrete highway monument found for an angle corner of the tract described herein;
- 3) N88°41'58"W, for a distance of 149.71 feet passing a 1/2-inch iron pipe found for the southwest corner of a called 10.0105-acre tract conveyed to Cannon Family, LTD., recorded in Volume 1619, Page 316 [O.P.R.H.C.T.], and continuing for a total distance of 393.02 feet to the **POINT OF BEGINNING** and containing 97.44 acres.

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

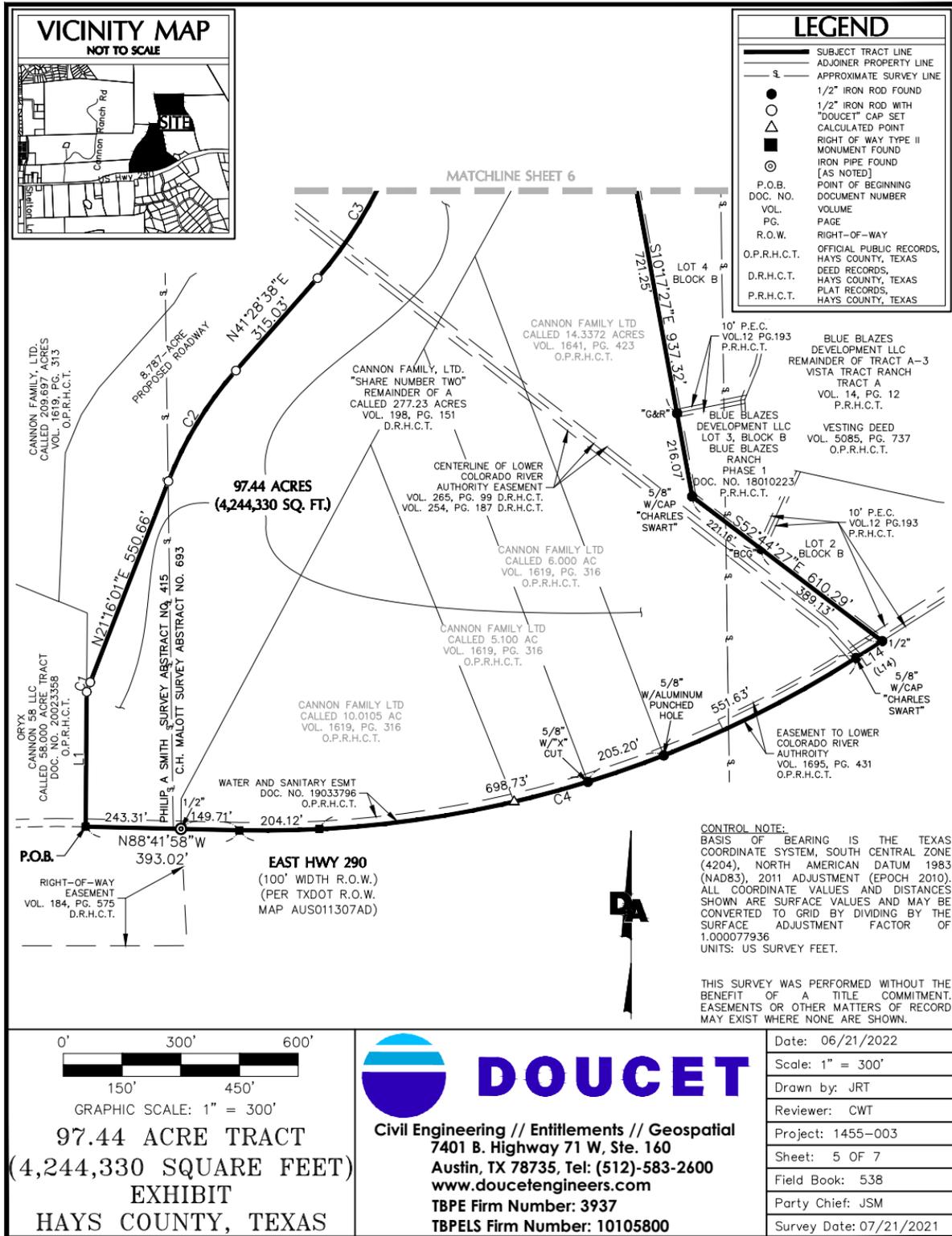
Units: U.S. Survey Feet.

I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this description and accompanying exhibit of even date represent an actual survey performed on the ground.

  
 \_\_\_\_\_  
 Christopher W. Terry  
 Registered Professional Land Surveyor  
 Texas Registration No. 6649  
 Doucet & Associates  
 Cterry@DoucetEngineers.com  
 TBPELS Firm Registration No. 10105800

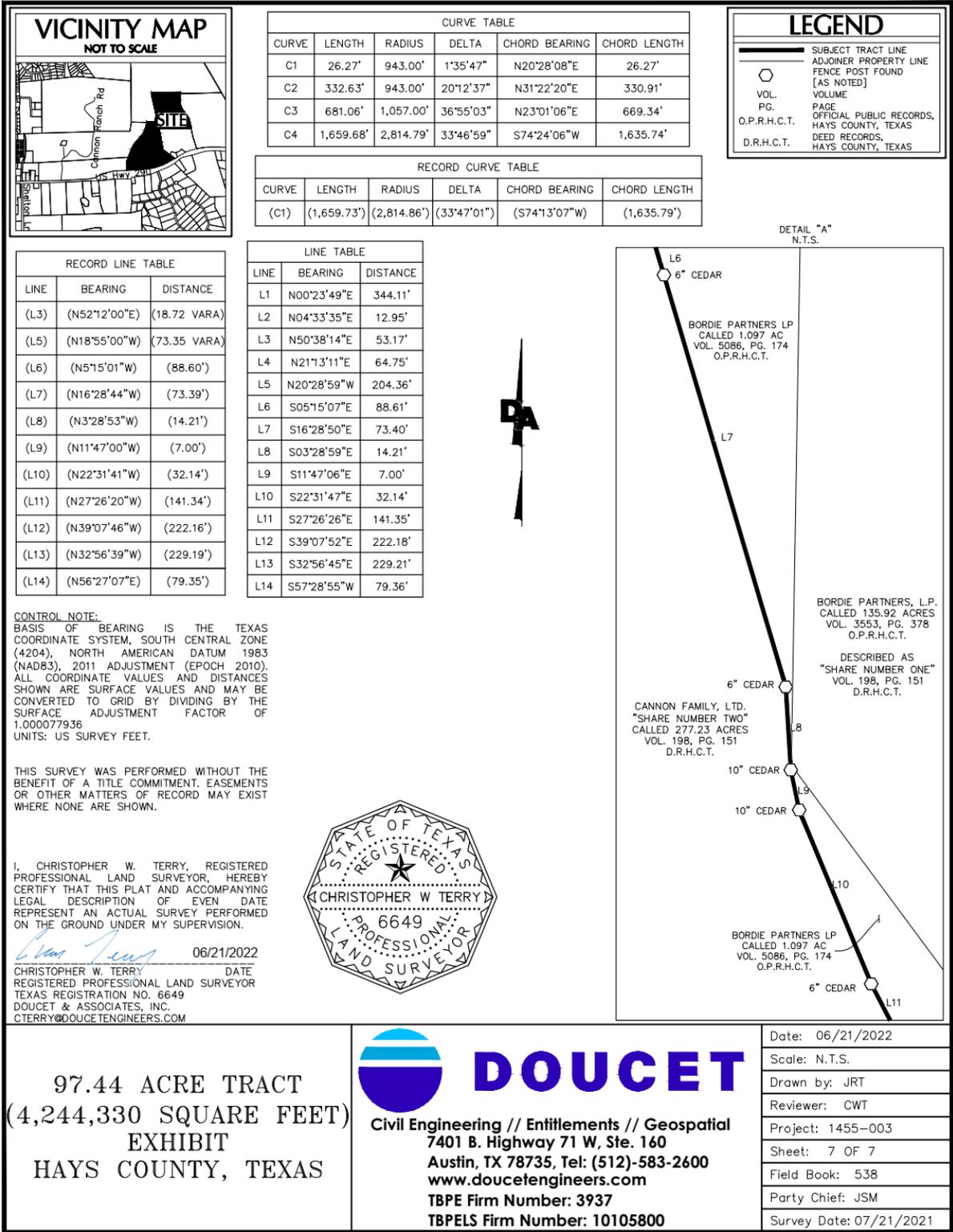
06/21/2022  
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 Date





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**EXHIBIT "B"**

CITY CONSENT RESOLUTION

[attached]

**AGREEMENT CONCERNING CREATION AND OPERATION OF DRIPPING  
SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1**

This **AGREEMENT CONCERNING CREATION AND OPERATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1** (this "Agreement") is by the City of Dripping Springs, Texas, a Type A general law municipality located in Hays County, Texas (the "City"); and Robert Mokhtarian, Individually, Robert Mokhtarian, Trustee for Edward Mokhtarian, and Robert Mokhtarian, Trustee for Edmund Mokhtarian (collectively, "Mokhtarian"); 740 Sports Park, LLC, a Texas limited liability company ("740 SP"); and Clinton Cunningham and Dawn Cunningham ("Cunningham", and collectively with Mokhtarian and 740 SP, the "Owners"). Subsequent to its creation, **Dripping Springs Municipal Utility District No. 1**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code as contemplated by this Agreement (the "District"), will become a party to this Agreement. The City, the Owners, and the District are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, the Owners own the approximately 112 acres of land more particularly described by metes and bounds on the attached **Exhibits A1, A2 and A3** (the "Land"); and

**WHEREAS**, the Land is currently located entirely within the extraterritorial jurisdiction of the City but is anticipated to be annexed into the corporate boundaries of the City prior to the creation of the District; and

**WHEREAS**, the Land is and its boundaries are depicted on the concept plan attached as **Exhibit B** (the "Concept Plan"); and

**WHEREAS**, Mokhtarian owns the portion of the Land described and/or depicted on **Exhibit A-1**, 740 SP owns the portion of the Land described and/or depicted on **Exhibit A-2**, and Cunningham owns the portion of the Land described and/or depicted on **Exhibit A-3**; and

**WHEREAS**, the Owners intend that the Land will be developed in phases as a master-planned, mixed-use community (the "Project"); and

**WHEREAS**, the Owners and the City desire to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the City and the Land; and

**WHEREAS**, the Owners have proposed to create the District over the Land pursuant to an application to be filed with and processed through the TCEQ (as defined in **ARTICLE I** below) and have presented the City with a petition requesting the City's consent to the creation of the District; and

**WHEREAS**, the purposes of the proposed District include designing, constructing, acquiring, installing, financing, and conveying to the applicable governmental authority or utility

provider the District Improvements (as defined in ARTICLE I below) to serve the area within its boundaries; and

**WHEREAS**, construction of the District Improvements will occur in phases (as determined by the District and the Developer(s) (as defined herein)) in accordance with this Agreement; the applicable ordinances of the City; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "Applicable Regulations"); and

**WHEREAS**, the City and the Owners intend that the Reimbursable Costs (as defined in ARTICLE I below) of the District Improvements will be paid from the net proceeds of bonds issued by the District (or surplus funds of the District) in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended; and

**WHEREAS**, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54 of the Texas Water Code, as amended; Chapter 791 of the Texas Government Code, as amended; and Section 552.014, Texas Local Government Code, as amended; and

**WHEREAS**, the City is a Type A general law municipality operating under the laws of the State of Texas pursuant to which the City has the authority to enter into and perform its obligations under this Agreement;

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

## **ARTICLE I. DEFINITIONS**

**Section 1.01**            **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the City's rules, ordinances, and regulations in effect as of the Effective Date of this Agreement, as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the City; and (iii) any additional restrictions or regulations agreed to by the Developer in writing.

Bonds means bonds, notes, or other obligations or indebtedness issued or incurred by the District under the District's borrowing power.

City Administrator means the City Administrator of the City.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Hays County, Texas.

Developer means any Owner, or any successor or permitted assign of an Owner, that notifies the City of its intent to develop all or any portion of the Land under Section 6.04 below.

District Improvements means the water, wastewater, and drainage utilities (including capacity or contract rights to capacity therein), Road Projects, and other public improvements, as authorized by applicable law, and whether on-site or off-site, to serve the area within the District boundaries.

Effective Date of this Agreement means the 19<sup>th</sup> day of October, 2021.

Reimbursable Costs means all costs of the District Improvements (including land and easements costs) that are eligible for reimbursement from the net proceeds of Bonds issued by the District in accordance with this Agreement and, as applicable, the rules and regulations of the TCEQ, as amended.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution, as amended, and Chapters 49 and 54 of the Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature.

## ARTICLE II. CREATION OF THE DISTRICT AND RELATED MATTERS

**Section 2.01**            Consent to Creation of District. The City acknowledges receipt of the Owners' request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District over the Land. On the Effective Date of this Agreement, the City has approved the resolution attached as Exhibit C consenting to the inclusion of the Land within the District (the "Consent Resolution"). The City agrees that the Consent Resolution will constitute and evidence the City's consent to the creation of the District within the City's corporate limits in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, and that no further consent will be required on the part of the City to evidence the City's consent to the creation of the District.

### **Section 2.02**            District Execution of Agreement.

(a) The Owners shall cause the District to approve, execute, and deliver to the City this Agreement within 30 days after the date that the District's Board of Directors holds its organizational meeting. If the District fails to do so within such 30-day period, then (after notice and opportunity to cure) the City may terminate this Agreement and may repeal the Consent Resolution.

(b) If the District fails to approve, execute, and deliver to the City this Agreement as required by subsection (a) above, and if the City does not terminate this Agreement under

subsection (a), such failure shall operate to prohibit the District from taking any actions to issue Bonds until the failure has been cured. The City shall have the right to enjoin the issuance of Bonds during any period in which such a material breach exists.

(c) If the District fails to approve, execute, and deliver to the City this Agreement as required by subsection (a) above, and if the City has not terminated this Agreement under subsection (a), such failure shall operate to prohibit the Owners or any Developer from entering into any reimbursement agreements with the District until the failure has been cured. The City shall have the right to enjoin the execution of such reimbursement agreements during any period in which such a material breach exists.

**Section 2.03** **Intent of Parties Related to Allocation Agreement.** Under Section 54.016(f) of the Texas Water Code, the City, as a City providing written consent for inclusion of land in a district, may provide for a contract designated as an “allocation agreement”, to be entered into between the City and the District. The Parties acknowledge that the provision for an “allocation agreement” under Section 54.016(f) of the Texas Water Code is at the City’s discretion. The City confirms that it is intentionally not providing for an allocation agreement. The Parties agree that this Agreement does not constitute and will not be deemed to constitute an allocation agreement within the meaning of Section 54.016(f) of the Texas Water Code because the District will be located in the corporate limits of the City upon creation.

**Section 2.04** **Dissolution.** The City may dissolve the District at any time after the District has issued Bonds to finance all Reimbursable Costs paid or incurred to construct the District Improvements that are required to serve full development of the Land. Upon dissolution of the District, the City will assume the indebtedness and legal obligations of the District to the extent required by law.

### **ARTICLE III. AUTHORITY OF THE DISTRICT TO ISSUE BONDS**

**Section 3.01** **Authority to Issue Bonds.** The District agrees that the maximum aggregate amount of bonds issued by the District shall not exceed \$38,675,000 without the approval of the City. The District may issue Bonds and reimburse any Developer for all purposes and expenditures authorized by applicable law, including:

(a) The purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances (including capacity or contract rights to capacity in any of the foregoing) necessary to:

- (1) Provide a water supply for municipal uses, domestic uses, and commercial purposes;
- (2) Collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state (other than solid waste, as defined in the Applicable Rules);
- (3) Gather, conduct, divert, and control local storm water or other local harmful excesses of water;

- (4) Design, acquire, construct, and finance Road Projects; and
- (5) Develop and maintain park and recreational facilities, to the extent permitted by applicable law; and

(b) Refunding any outstanding Bonds, provided such refunding Bonds satisfy the terms and conditions of this Agreement;

(c) Paying organizational, administrative, and operating costs during creation and construction periods and interest thereon, subject to the applicable limitations of Section 49.155 of the Texas Water Code; and

(d) Paying other expenses authorized by Section 49.155 of the Texas Water Code.

**Section 3.02                    City Submittals; Objections.**

(a) The District agrees to give written notice to the City of its intention to issue Bonds as follows:

(1) If the District intends to issue Bonds that require TCEQ approval, the District will provide notice of same to the City Administrator and City Attorney concurrently with the District's submittal of each application to the TCEQ for approval of issuance of Bonds (a "Notice of Intent to Issue Bonds"), which Notice of Intent to Issue Bonds will include the following:

- (A) The principal amount of Bonds expected to be issued;
- (B) The Summary of Costs of the Bond Issue including both Construction and Non Construction Costs;
- (C) The projected Schedule of Events related to the issuance of the Bonds;
- (D) The proposed District debt service rate and total District tax rate after issuance of the Bonds; and
- (E) A Letter from the District's Financial Advisor stating that the Bonds are being issued in compliance of the TCEQ rules in place at the time the Bonds are expected to be issued.

(2) If the District intends to issue Bonds that do not require TCEQ approval (e.g., Bonds for Road Projects or refunding Bonds), the District will provide notice of same to the City Administrator and City Attorney at least 30 days prior to pricing of the Bonds.

(b) The City may object to a Bond application or to the issuance of a series of Bonds for the reason that a Developer or the District is in default of any provision of this Agreement, including the terms and conditions in Section 3.03. If the City objects to a Bond application or issuance due to such a default (a "City Objection"), the City shall have a period of 30 days after

receiving the notice required by Sections 3.02(a)(1) or 3.02(a)(2), as applicable, within which to notify the District of the City Objection. If the City timely objects to a Bond application or issuance due to such a default, the Bond application and issuance will be delayed until such time as the default is cured. If the City fails to object to a Bond application or issuance within such periods specified herein, the City shall be deemed to have waived all objections. If the City objects to a Bond application or issuance, such City Objection must: (i) be in writing; (ii) be given to the District; (iii) be signed by the City Administrator or the City Administrator's designee; and (iv) specifically identify the applicable provision of this Agreement as to which the District or the Developer is in default. If a City Objection is timely given to the District with respect to a specific Bond application or issuance of Bonds, the City and the District will cooperate to resolve the City Objection within a reasonable time, and the Bond application or issuance of Bonds to which the City Objection applies will be delayed until the City Objection has been cured or waived by written agreement.

(c) Within 30 days after the closing date of a series of Bonds, the District shall deliver to the City Administrator a copy of the final official statement for such series of Bonds and a copy of any report on reimbursable costs required by the rules of the TCEQ.

**Section 3.03**            **Terms and Conditions of Bonds.** Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements:

(a) No individual series of Bonds will be issued with a term which exceeds 25 years from the closing date of such series of Bonds;

(b) The Bonds (other than refunding Bonds and Bonds sold to a federal or state agency) shall only be sold after the taking of public bids therefor (unless current law changes to permit otherwise), and no Bonds shall be sold for less than 97% of par, provided that the net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such Bonds, shall not exceed 2% above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the 30-day period next preceding the date notice of the sale of the Bonds is given (or, if the Daily Bond Buyer ceases to exist, a comparable publication reporting average bond interest rates);

(c) The District shall reserve the right to redeem its Bonds not later than the tenth anniversary of the closing date of such Bonds, without premium;

(d) No variable rate Bonds shall be issued by the District;

(e) Any refunding Bonds must provide for a minimum of 3% present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds; and

(f) Capitalized interest shall not exceed three years interest.

**Section 3.04**            **Other Funds.** The District may obtain and use funds and assets from any available, lawful source to provide for the acquisition, ownership, maintenance, and operation of the District Improvements or its other facilities, as well as to accomplish any purpose

or to exercise any function, act, power, or right authorized by law. Such funds and assets may include revenues from any of the systems, facilities, properties, and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants, and donations from public or private sources and revenues from any other source lawfully available to the District.

**ARTICLE IV.  
WATER AND WASTEWATER SERVICE; OTHER UTILITIES**

**Section 4.01**            **Retail Water Service.** The Land is located within the certificated water service area (“CCN”) of Dripping Springs Water Supply Corporation (“DSWSC”) and will receive retail water service from DSWSC or the successor holder of the DSWSC CCN pursuant to a separate agreement with DSWSC.

**Section 4.02**            **Retail Wastewater Service.** Retail wastewater collection and treatment services will be provided by the City, the specific terms of which will be governed by separate agreement (the “Wastewater Agreement”). The wastewater collection systems within the District shall be owned by the City. Subject to specific terms to be determined by the Wastewater Agreement, which could include interim alternatives, the City agrees and commits to provide wastewater service sufficient for the full build-out of the District at flow rates sufficient to meet the minimum requirements of all Applicable Regulations, and agrees to provide written confirmation of the availability of service upon the District’s request if required in connection with any District Bond sale.

**Section 4.03**            **Other Utilities.** The City will provide solid waste and recycling services within the District for the same rates, in the same manner, on the same terms and conditions, and subject to the same regulations and ordinances, as amended, that the City provides solid waste and recycling services to other customers inside its corporate limits. The District will have no liability for charges for such services except for charges for services provided to the District, if any. The Developer will have the right to select the providers of cable television, gas, telephone, telecommunications, and all other utilities and services, or to provide “bundled” utilities within the Land.

**ARTICLE V.  
DESIGN, FINANCING, CONSTRUCTION, CONVEYANCE, OWNERSHIP,  
OPERATION, AND MAINTENANCE OF DISTRICT IMPROVEMENTS**

**Section 5.01**            **Design, Financing, and Construction.** Unless otherwise specifically provided in this Agreement, the Developer will design, finance, construct, and convey to the City (or, in the case of water improvements, convey to DSWSC) on behalf of the District all District Improvements at no cost to the City. Construction of all District Improvements will be bid in accordance with the requirements applicable to the District under the rules of the TCEQ and Chapters 49 and 54 of the Texas Water Code. All District Improvements will be designed and constructed in accordance with the Applicable Rules and the regulations of any other governmental entities with jurisdiction and pursuant to plans and specifications approved by the City. Neither the Developer nor the District will be required to pay for or construct any improvements to the City’s existing utility systems or other off-site improvements required to serve the Land, except as

provided for herein with respect to the District Improvements or by separate agreement. Further, unless the Developer's service requirements for the Land change or the Parties otherwise agree in writing, the City will not require that any Developer or the District oversize, finance, or construct any utility or road improvements to serve property other than the Land.

**Section 5.02**                    **Conveyance, Ownership, Operation, and Maintenance.** Upon completion of construction of each phase of the District Improvements, subject to the Developer's right, if any, to reimbursement from the District for the cost of those District Improvements in accordance with applicable law: (a) the Developer will promptly convey the water utility components of the District Improvements to DSWSC for operation and maintenance in accordance with the rules and regulations of DSWSC; (b) the City will accept the remainder of the District Improvements (the "*City Operated District Improvements*") for operation and maintenance in accordance with the Applicable Rules; and (c) the Developer will promptly convey the City Operated District Improvements to the City, subject to (i) the City's obligation to provide service to the District as provided in this Agreement, and (ii) a reservation of all capacity in the City Operated District Improvements for the benefit of the District. The Developer will also assign to the City all easements, contract rights, warranties, guarantees, assurances of performance, and bonds related to the City Operated District Improvements that are conveyed to the City. The City agrees that its acceptance of the City Operated District Improvements and the related assignments will not be unreasonably withheld, conditioned, or delayed. Upon any such conveyance and acceptance, the City agrees to operate and maintain such City Operated District Improvements in good condition and working order and to provide service to the District in accordance with this Agreement. Conveyance will not affect the Developer's right to reimbursement from the District for the cost of any District Improvements. Nothing herein will prevent the City from using City Operated District Improvements to serve customers outside of the District provided that there is sufficient capacity reserved to serve the residents and property owners within the District as and when required by development within the Land.

## **ARTICLE VI. DEVELOPMENT MATTERS**

### **Section 6.01**                    **Development Matters.**

(a) The City hereby confirms its approval of up to 531 residential units together with governmental, retail, and office uses within the Land. The Developer shall apply for zoning related to this approval. The Project shall comply with all Applicable Rules unless otherwise modified by this Agreement or future approvals.

### **Section 6.02**                    **Land Uses, Density, and Open Space.**

(a) The Land uses will be limited to townhomes, residential lots, and retail, office, governmental/utility/institutional, and park uses as reflected on the Concept Plan and comply with the Applicable Rules related to the approved zoning classification for the Land. The residential units will be townhomes or detached residential lots as defined by the Applicable Rules and the approved zoning classification for the Land.

(1) Detached single family residential units shall consist of 100% masonry on all elevations. Native stone, brick masonry, stucco, and cementitious siding shall be deemed appropriate materials to satisfy the masonry requirement.

(2) The front elevation of all detached single family residential homes shall contain wall plane articulation in compliance with the following. No elevation shall be single wall plane across the entire width of the front elevation. Each front elevation shall contain a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:

- a. A minimum of two wall planes on the front elevation, offset a minimum of 18 inches;
- b. Covered front porches or patio with a minimum size of 60 square feet;
- c. A side-entry or swing-in garage entry (for garage doors that do not face the front street);
- d. A garage door recessed from the primary front facade a minimum of four feet (for garage doors that face the street);
- e. Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house);
- f. Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail;
- g. A combination of at least two roof types (e.g. hip and gable) or two different roof planes of varying height and/or direction;
- h. Two or more masonry finishes to compliment the architectural style of the home; and
- i. The addition of one or more dormers on the front elevation to compliment the architectural style of the home.

(3) Although the requirements of subsections (1) and (2) above technically apply only to detached single family residential units, substantively similar requirements, modified as appropriate based on product type, will apply to townhomes.

(4) The Land may include multiple phases for platting purposes.

(b) The overall density of the development of the Land will be a maximum of 4.7 dwelling units per acre, composed of 351 single family townhome units and 180 single family lots, as shown on the Concept Plan.

(1) Each of the townhome rows will be restricted to no more than six attached units per building/slab.

(2) The single family lots shall have a minimum lot area of 6,000 square feet with the width at the street frontage of 50 feet.

(3) The retail/GUI areas will be limited to no more than a total of 6.4 acres, which may be altered upon receipt of written administrative approval from the City Administrator.

(c) The areas designated on the Concept Plan as Open Space are composed of detention/water quality areas, stream setbacks, slopes and landscape buffers containing 23.9 acres, all as shown on the Concept Plan. In addition, the Project will have pocket parks, trails, and a potential town green dedicated to the City. This Open Space with the listed amenities shall fulfill and satisfy all parkland dedication requirements of the Land to the City, including, but not limited to, the requirements of Article 28.03 (Parkland Dedication) and Sections 19.1 and 19.4 (Subdivisions) of the Applicable Rules. However, the Park Development Fees in Section 28.03.010 of the Applicable Rules shall be paid at time of Final Plat. The Developer shall submit a Master Parks and Open Space Plan that complies with this Agreement at time of Final Platting.

(d) The Project shall comply with the adopted City-wide Trail Plan in effect as of the Effective Date of this Agreement.

**Section 6.03**            **Easement Dedications.** In consideration for the City's consent to the creation of the District, the Owners (as to their respective tracts) agree to dedicate and convey to the City, at no cost to the City, the collector road and wastewater easements depicted on **Exhibit D.** The Owners reserve the right to seek reimbursement for such dedications from the District in accordance with this Agreement and applicable law.

**Section 6.04**            **Phased Development.** Because it is anticipated that the Land will be developed in phases, portions of the Land not under active development may remain in use as agricultural lands or as open space land.

**Section 6.05**            **"Developer" Status.** If and as an Owner, or any successor or permitted assignee of an Owner, initiates development of all or any portion of the Land, such Owner, or the applicable successor or permitted assignee of the Owner, will notify the City in writing of such election (which notice must also describe the portion of the Land to be developed), at which time the Owner, or the applicable successor or permitted assignee of the Owner, will become (and will be deemed to have assumed the obligations of) a "Developer" under this Agreement as to the portion of the Land described in the notice.

**Section 6.06**            **Uniform and Continued Development; Vesting.** The Parties intend that this Agreement authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration. Accordingly, the Land will be developed and the infrastructure required for the Land will be designed and constructed in accordance with the Applicable Rules, the Concept Plan, and this Agreement. Subject to the terms and conditions of this Agreement, the City confirms and agrees that the Owners and any Developer

hereunder have vested authority to develop the Land in accordance with the Applicable Rules. Ordinances, rules, or regulations, or changes or modifications to the City's ordinances, rules, and regulations, adopted after the Effective Date of this Agreement will only be applicable to the extent permitted by Chapter 245 of the Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control. The City further agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Land; or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats or other necessary approvals, within the Land. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting imminent threat to the public health or safety, however, any such a moratorium may continue only during the duration of the emergency.

**Section 6.07**            **Term of Approvals.** The Concept Plan, and any preliminary subdivision plat or final subdivision plat that is consistent with the Concept Plan, the Applicable Rules, and State law, will be effective for the term of this Agreement.

**Section 6.08**            **Director Lots.** The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City.

**Section 6.09**            **Manufactured Home for District Elections.** One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, maintenance tax, and bond elections. The manufactured home permitted by this Agreement will comply with all City regulations and will be removed within sixty (60) days from the date of last election needed for the purposes of this Agreement.

**Section 6.10**            **Impact Fees.** Any impact fees payable to the City with respect to the Land will be paid by or on behalf of the Developer to the City in accordance with the Applicable Rules; and, in consideration of the payment of impact fees to the City, the Developer will acquire, on behalf of the District, the guaranteed right to receive service from the City's systems, as applicable, for the living unit equivalents of service for which impact fees have been paid. Any impact fees payable to DSWSC with respect to the Land will be paid by or on behalf of the Developer to DSWSC in accordance with DSWSC's rules.

**Section 6.11**            **Building Code.** All buildings shall be constructed in accordance with the building or construction codes in the Applicable Rules. Fees for all building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement. The City will provide inspections in a prompt and timely manner.

**Section 6.12**            **Lighting.** All illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project shall comply with Article 24.06 of the Applicable Rules.

**Section 6.13** Tree Preservation. Article 28.06, Landscaping and Tree Preservation, of the Applicable Rules shall apply to the Land.

**ARTICLE VII.  
MISCELLANEOUS PROVISIONS**

**Section 7.01** Authority. This Agreement is entered into, in part, under the statutory authority of Section 552.014, Texas Local Government Code, which authorizes the City to enter into a written contract with a water district created under Article XVI, Section 59 of the Texas Constitution under which the district will acquire for the benefit of and convey to the City one or more projects. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with applicable law and City ordinances. Each Owner hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of such Owner.

**Section 7.02** Term. The term of this Agreement shall commence on the Effective Date and (unless terminated pursuant to the terms hereof) shall continue until the District is dissolved in accordance with Section 2.04 above.

**Section 7.03** Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City, the Owners, and, following creation of the District, the District; may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the City, the Owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District; and, after full-build out of the Land, may be terminated or amended at any time by the mutual written consent of the City and the District.

**Section 7.04** Remedies.

(a) If the City defaults under this Agreement, the Owners or the District may give notice setting forth the event of default ("Notice") to the City. If the City fails to cure any default that can be cured by the payment of money ("Monetary Default") within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owners or the District may enforce this Agreement by a writ of mandamus from a Hays County District Court or terminate this Agreement; however, any such remedy will not revoke the City's consent to the creation of the District.

(b) If an Owner defaults under this Agreement, the City or the District may give Notice to the Owner. If the Owner fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the District may enforce this Agreement by injunctive relief from a Hays County District Court or terminate this Agreement as to the portion of the Land owned by such Owner; however, except as permitted by Section 2.02(a), any such remedy will not revoke the City's consent to the creation of the District.

(c) If the District defaults under this Agreement, the City or the Owners may give Notice to the District. If the District fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City or the Owners may enforce this Agreement by a writ of mandamus from a Hays County District Court or terminate this Agreement; however, any such remedy will not revoke the City's consent to the creation of the District.

(d) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

**Section 7.05            Assignment.**

(a) This Agreement, and the rights of the Owners hereunder, may be assigned by the Owners, with the City's consent, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the City. The City's consent to any proposed assignment will not be unreasonably withheld or delayed. The City hereby expressly consents to and approves the assignment of this Agreement to Dripping Springs Partners, Limited Liability Company and agrees that no further consent to such an assignment will be necessary; however, a copy of such assignment must be delivered to the City.

(b) If an Owner assigns its rights and obligations hereunder as to a portion of the Land, then the rights and obligations of any assignee and the Owner will be severable, and the Owner will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Owner or Developer, the City may pursue all remedies against that nonperforming Owner or Developer, but will not impede development activities of any performing Owner(s) or Developer(s) as a result of that nonperformance.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

**Section 7.06            Cooperation.**

(a) The Parties each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with the Developer(s) in connection with any waivers or approvals that the Developer(s) may desire from Hays County in order to avoid the duplication of facilities or services in connection with the development of the Land.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Parties agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.



DISTRICT: John W. Bartram  
Armbrust & Brown, PLLC  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party. The Owners may, by giving at least five days' written notice to the City, designate additional Parties to receive copies of notices under this Agreement.

**Section 7.08** Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

**Section 7.09** Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

**Section 7.10** Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Hays County, Texas.

**Section 7.11** Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

**Section 7.12** Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective (as of the Effective Date of this Agreement) only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

**Section 7.13** Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday,

Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

**Section 7.14** **Force Majeure.** If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

**Section 7.15** **Interpretation.** As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

**Section 7.16** **No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and neither the City, the District, nor the Owners intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the City, the District, and the Owners (and any permitted assignee of the Owners).

**Section 7.17** **Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A-1** Legal Description of Land for Mokhtarian
- Exhibit A-2** Legal Description of Land for 740 SP
- Exhibit A-3** Legal Description of Land for Cunningham
- Exhibit B** Concept Plan
- Exhibit C** City Consent Resolution
- Exhibit D** Easement Dedications

\* \* \*

**IN WITNESS WHEREOF**, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date of this Agreement.

**(Signatures on the following pages.)**

COUNTERPART SIGNATURE PAGE TO  
CONSENT AND DEVELOPMENT AGREEMENT

CITY:

CITY OF DRIPPING SPRINGS

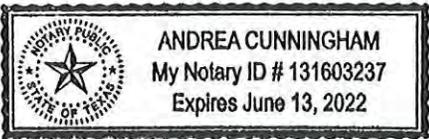
By: Bill Foulds, Jr.  
Bill Foulds, Jr., Mayor

Date: 11/22/2021

THE STATE OF TEXAS           §  
  §  
COUNTY OF HAYS               §

This instrument was acknowledged before me on November 22, 2021, by Bill Foulds, Jr., Mayor of the City of Dripping Springs, a Texas Type A general law municipality on behalf of said municipality.

Andrea Cunningham  
Notary Public Signature

(Seal) 





COUNTERPART SIGNATURE PAGE TO  
CONSENT AND DEVELOPMENT AGREEMENT

OWNERS (continued):

740 SPORTS PARK, LLC, a Texas limited liability company

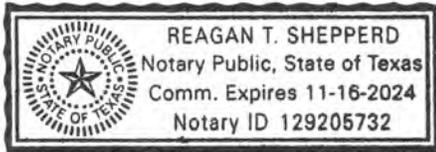
By: [Signature]  
David Denbow, President

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF Hays       §

This instrument was acknowledged before me on the 8 day of Dec, 2021, by David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

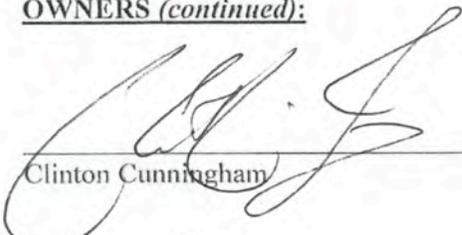
[Signature]  
Notary Public Signature

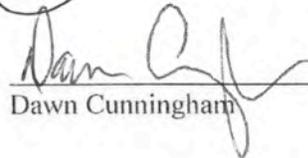
(SEAL)



COUNTERPART SIGNATURE PAGE TO  
CONSENT AND DEVELOPMENT AGREEMENT

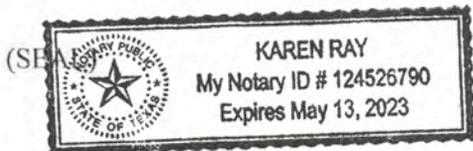
OWNERS (continued):

  
\_\_\_\_\_  
Clinton Cunningham

  
\_\_\_\_\_  
Dawn Cunningham

THE STATE OF Texas §  
  §  
COUNTY OF Hays §

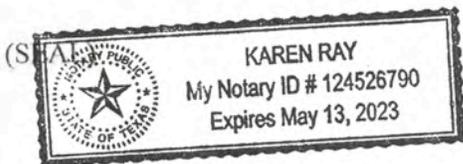
This instrument was acknowledged before me on the 15<sup>th</sup> day of December, 2021, by Clinton Cunningham, individually.

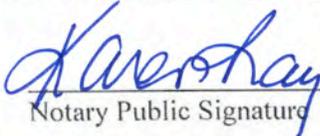


  
\_\_\_\_\_  
Notary Public Signature

THE STATE OF Texas §  
  §  
COUNTY OF Hays §

This instrument was acknowledged before me on the 15<sup>th</sup> day of December, 2021, by Dawn Cunningham, individually.



  
\_\_\_\_\_  
Notary Public Signature

COUNTERPART SIGNATURE PAGE TO  
CONSENT AND DEVELOPMENT AGREEMENT

DISTRICT:

DRIPPING SPRINGS MUNICIPAL  
UTILITY DISTRICT NO. 1

By: \_\_\_\_\_,  
\_\_\_\_\_, President  
Board of Directors

THE STATE OF TEXAS           §  
  §  
COUNTY OF HAYS           §

This instrument was acknowledged before me on \_\_\_\_\_, 202\_\_, by  
\_\_\_\_\_, President of the Board of Directors of Dripping Springs Municipal Utility District  
No. 1, a political subdivision of the State of Texas, on behalf of said District.

(SEAL)

\_\_\_\_\_  
Notary Public Signature

## Description of the Land

## EXHIBIT A-1

## Legal Description of Mokhtarian Land ( Two Tracts)

## Mokhtarian Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60+D" nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fiola Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

Mokhtarian Tract 2:

FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60 FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 28, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 85.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 786, PAGE 806, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 85.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1129, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRES STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD\_83(2011)(EPS)och:2010.0000; Combined Scale Factor 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KCG ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHOT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1482, Page 874, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 787, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.04 feet to a 1/2-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/2-inch iron rod found for a southeast adjacent corner of said 40.00 acre tract, and a most westerly northwest adjacent corner of said 85.2767 acre tract and herein, and
- 3) N 87° 46' 51" E, 859.70 feet to a 1/2-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/2-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 788.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/2-inch iron rod found on the south line of said 85.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 46' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.  
P.O. Box 1273  
18740 Fitzhugh Road, Ste. 102  
Dripping Springs, Texas 78620  
612-868-2238  
Firm Registration No.: 10081700



*Bryan D. Newsome* 12 November 2017  
Bryan D. Newsome Registered Professional Land Surveyor No. 5857 Date

## EXHIBIT A-2

## Legal Description of 740 SP Land (Three Tracts)

## 740 SP Land Tract 1:

**BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.**

**BEGINNING** at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

**THENCE**, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704-138 OPRHCT.;

**THENCE**, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 359.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.,H.C.T., said point being the beginning of a curve to the left;

**THENCE**, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N75°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

**THENCE**, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

**THENCE**, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. S88°48'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the **POINT OF BEGINNING** and containing 17.038 acres of land, more or less.

740 SP Land Tract 2:

Non-exclusive right of way and utility easement in common with other parties, as created and further described in that conveyance recorded in Volume 181, Page 171, Deed Record, Hays County, Texas.

740 SP Land Tract 3:

Non-exclusive ingress and-easement in common with other parties, as created and further described in that conveyance recorded in Document No. 18007850, Official Public Records, Hays County, Texas.

## EXHIBIT A-3

## Legal Description of Cunningham Land (Five Tracts)

## Cunningham Tract 1:

Being 10.00 acres of land, more or less, in the P. A. SMITH SURVEY, ABSTRACT NO. 415, situated in Hays County, Texas, being that same tract conveyed in Volume 4258, Page 618, of the Official Public Records of Hays County, Texas and as more particularly described by metes and bounds as follows:

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty 40.00 acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-D nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are: I=15°12'13", R=689.28 feet, T=91.99 feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

## Cunningham Tract 2:

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Mara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Fleola Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 382.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

## Cunningham Tract 3:

Tract 3: Easement estate as created and described in Easement Agreement dated March 16, 1960, recorded in Volume 181, Page 171, Deed Records of Hays County, Texas, and being more particularly described therein.

## Cunningham Tract 4:

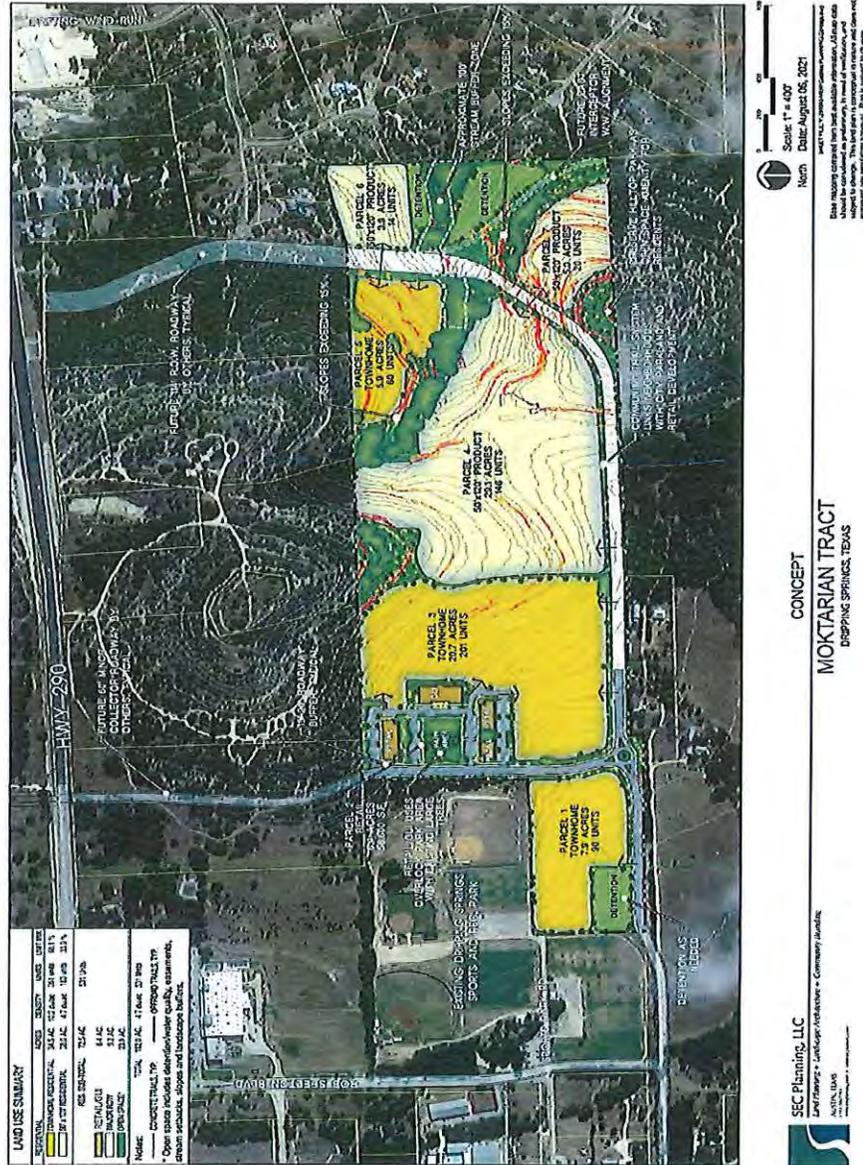
Tract 4: Easement estate as created and described in Ingress and Egress Easement dated February 24, 2018, recorded in Document No. 18007849, of the Deed Records of Hays County, Texas, and being more particularly described therein.

## Cunningham Tract 5:

Tract 5: Easement estate as created and described in in that certain Deed of Easement dated July 31, 1993, recorded in Volume 1010, Page 53, of the Official Public Records of Hays County, Texas, and being more particularly described therein.

EXHIBIT B

Concept Plan



**EXHIBIT C**

City Consent Resolution

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2021-R33**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), CONSENTING TO THE CREATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 ON THE MOKHTARIAN, CUNNINGHAM, AND 740 SPORTS PARK TRACTS FOR THE VILLAGE GROVE SUBDIVISION; PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

**WHEREAS**, pursuant to Section 42.042 of the *Texas Local Government Code* and Section 54.016 of the *Texas Water Code*, Robert Mokhtarian, Individually; Robert Mokhtarian, Trustee for Edward Mokhtarian; Robert Mokhtarian, Trustee for Edmund Mokhtarian; 740 Sports Park, LLC, a Texas limited liability company; and Clinton D. Cunningham and Dawn Cunningham (collectively, the "Owners") have submitted to the City the petition attached as Exhibit "A" to this Resolution (the "Petition") requesting the City's consent to the creation of Dripping Springs Municipal Utility District No. 1 (the "District") over the land more particularly described in the Petition (the "Land"), which, at the time of submission of the Petition, was located within the City's extraterritorial jurisdiction but proposed to be annexed into the corporate boundaries of the City; and

**WHEREAS**, the City has annexed the Land proposed to be included in the District; and

**WHEREAS**, the City and Owners have negotiated an Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1; and

**WHEREAS**, following review of the Petition and Agreement, the City desires to grant the Petition and consent to the creation of the District over the Land, now therefore

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

**SECTION 1. CONSENT**

The City, in reliance upon statements in the Petition regarding the Petitioners' ownership of the Land in the District, hereby grants the Petition and, in accordance with Section 42.042 of the *Texas Local Government Code* and Section 54.016 of the *Texas Water Code*, specifically gives its written consent to the creation of the District over the Land.

That the Mayor of the City is hereby authorized to execute the Agreement Concerning Creation and Operation of Dripping Springs Municipal Utility District No. 1 and that the City Secretary is hereby authorized to attest such execution for and on behalf of the City.

**SECTION 2. EFFECTIVE DATE**

This Resolution shall be in full force and effect from and after its passage on the date shown below.

**SECTION 3. OPEN MEETINGS**

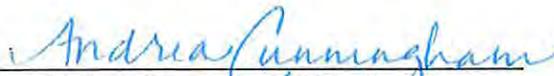
The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, *Texas Government Code*, as amended.

**PASSED & APPROVED** this, the 19<sup>th</sup> day of October 2021, by a vote of 3 (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

City of Dripping Springs

SEP 24 2021

PETITION FOR CONSENT TO CREATION OF DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 Rec'd by City Secretary

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS:

The undersigned (collectively, the "Petitioners"), holding title to the land described below (the "Land") and acting pursuant to the provisions of Chapters 49 and 54 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, respectfully petition the City Council of the City of Dripping Springs, Texas (the "City") for its written consent to the creation of a municipal utility district over the Land and, in support of this Petition, would show the following:

I.

The name of the proposed district is DRIPPING SPRINGS MUNICIPAL UTILITY DISTRICT NO. 1 (the "District").

II.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto. It is proposed that the District be granted road powers under the authority of Article III, Section 52 of the Texas Constitution.

III.

The Land proposed to be contained within the District is a total of 112.2903 acres of land, more or less, situated in Hays County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein by reference. All of the Land is currently located within the extraterritorial jurisdiction of the City; however, Petitioners intend to voluntarily request that the Land be annexed into the corporate boundaries of the City prior to creation of the District. The Land may be properly be included within the District.

IV.

Petitioners hold title to the Land proposed to be included within the District and are the owners of a majority in value of such Land, as indicated by the tax rolls of Hays County, Texas. The only lienholder on the Land, PlainsCapital Bank, has consented to the creation of the District as evidenced by the Certificate of Lienholder's Consent attached as Exhibit B.

V.

The general nature of the work proposed to be done by the District, as contemplated at the present time, is the design, construction, acquisition, improvement, extension, financing, and issuance of bonds: (i) for maintenance, operation, and conveyance of an adequate and efficient water works and sanitary sewer system for domestic and commercial purposes; (ii) for maintenance, operation, and conveyance of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate, and amend local storm waters or other harmful excesses of waters; (iii) for conveyance of roads and improvements in aid of roads; and (iv) for maintenance, operation, and

{W1068793.2}

conveyance of such other additional facilities, systems, plants, and enterprises as may be consistent with any or all of the purposes for which the District is created.

VI.

There is a necessity for the above-described work because there is not now available within the area an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or roadway system to serve the Land, which will be developed for a mix of single-family residential, multi-family residential, and commercial uses. The health and welfare of the present and future inhabitants of the area and of the adjacent areas require the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, and roadway system. A public necessity therefore exists for the creation of the District, in order to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of a waterworks system, sanitary sewer system, drainage and storm sewer system, and roadway system to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

A preliminary investigation has been made to determine the cost of the proposed District's projects, and it is now estimated by the Petitioners, from such information as is available at this time, that such cost will be approximately \$23,643,904.00.

VIII.

Petitioners, by submission of this Petition, request the City's consent to the creation of the District, as described in this Petition.

Petitioners request that this Petition be heard and that the City Council duly pass and approve an ordinance or resolution granting its consent to the creation of the District and authorizing the inclusion of the Land within the District.

EXECUTED on the date or dates indicated below, to be effective the 16th day of September, 2021.

**PETITIONERS:**

**As to the 79.0723 acres described in Exhibit A-1 and the 1.18 acres described in Exhibit A-2**

By: [Signature]  
Robert Mokhtarian, Individually

By: [Signature]  
Robert Mokhtarian, Trustee  
Edward Mokhtarian Trust

By: [Signature]  
Robert Mokhtarian, Trustee  
Edmund Mokhtarian Trust

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by Robert Mokhtarian, individually.

**See attached certificate**

(SEAL)

Notary Public Signature

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by Robert Mokhtarian, Trustee of the Edward Mokhtarian Trust on behalf of said Trust.

**See attached certificate**

(SEAL)

Notary Public Signature

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by Robert Mokhtarian, Trustee of the Edmund Mokhtarian Trust on behalf of said Trust.

**See attached certificate**

(SEAL)

Notary Public Signature

{W1068793.2}

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

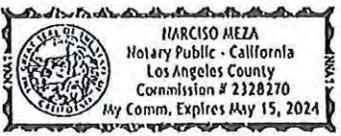
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On September 15, 2021 before me, Narciso Meza, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Robert Mokhtarian  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Narciso Meza  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Petition For Consent To Creation of Dripping Springs Municipal Utility Distr Document Date: Sept. 15 2021  
Number of Pages: 5 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Robert Mokhtarian  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney In Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney In Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

PETITIONERS (continued):

As to the 17.038 acres described in Exhibit A-3

740 Sports Park, LLC, a Texas limited liability company

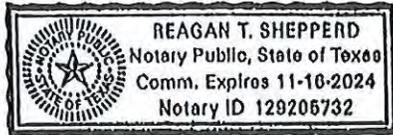
By:   
David Denbow, President

THE STATE OF TEXAS           §  
  §  
COUNTY OF Hays           §

This instrument was acknowledged before me on the 10 day of September, 2021, by David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

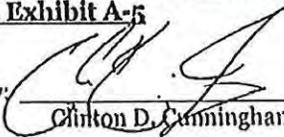
(SEAL)

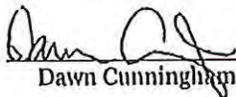
  
Notary Public Signature



**PETITIONERS (continued):**

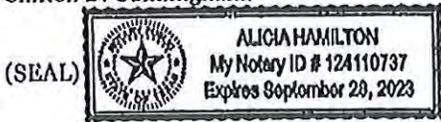
**As to the 10.00 acres described in Exhibit A-4 and the 5.000 acres described in Exhibit A-5**

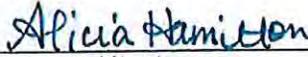
By:   
Clinton D. Cunningham

By:   
Dawn Cunningham

THE STATE OF TEXAS           §  
  §  
COUNTY OF Hays           §

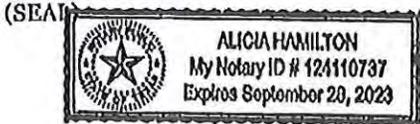
This instrument was acknowledged before me on the 17<sup>th</sup> day of September 2021, by Clinton D. Cunningham.

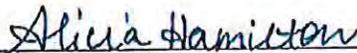


  
Notary Public Signature

THE STATE OF TEXAS           §  
  §  
COUNTY OF Hays           §

This instrument was acknowledged before me on the 17<sup>th</sup> day of September 2021, by Dawn Cunningham.



  
Notary Public Signature

{W1060793.2}

**EXHIBIT A**

The approximately 112.2903 acres of land consisting of the 79.0723 acres of land more particularly described on the attached Exhibit A-1; the 1.18 acres of land more particularly described on the attached Exhibit A-2; the 17.038 acres of land more particularly described on the attached Exhibit A-3; the 10.00 acres of land more particularly described on the attached Exhibit A-4; and the 5.000 acres of land more particularly described on the attached Exhibit A-5.

EXHIBIT A-1

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE G.H. MALOIT SURVEY AND THE BENJAMIN F. HIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 705, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS,

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60# nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 10° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lillian Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fivola Doucht by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

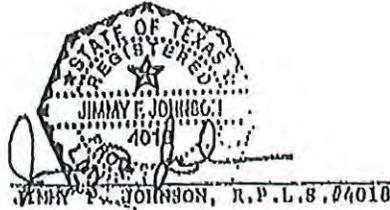
THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: L = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: L = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: L = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.



**EXHIBIT A-2**

**FIELDNOTE DESCRIPTION**

DESCRIPTION OF A STRIP OF LAND, 80 FEET (00') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 2B, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 86.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 768, PAGE 808, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRR01), LESS THAT CALLED 70.0723 ACRE TRACT SEVERED FROM SAID 86.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEU TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 840, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

earing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Foot, Reference Frame: NAD\_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are in feet.

COMMENCING for reference at iron rod with cap stamped "KC ENC" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRR01), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1482, Page 874, Official Records, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Marc Cardwell, of record in Volume 767, Page 709, RPRR01

THENCE N 02° 19' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 19' 09" W, with the west line of said 17.0518 acre tract, 108.64 feet to a 1/2-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly northwest corner of said 86.2767 acre tract, and POINT OF BEGINNING hereof;
- 2) N 02° 19' 09" W, 80.00 feet to a 1/2-inch iron rod found for a southern adjacent corner of said 40.00 acre tract, and a most westerly northwest adjacent corner of said 86.2767 acre tract and hereof, and
- 3) N 87° 40' 51" E, 859.70 feet to a 1/2-inch iron rod found on the west line of said 70.0723 acre tract, and being the northern corner hereof; and from which point, a 1/2-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 70.0723 acre tract bears N 02° 19' 09" W, 788.07 feet;

THENCE S 02° 19' 09" E, crossing said 86.2767 acre tract with said west line of 70.0723 acre tract, 80.00 feet to a 1/2-inch iron rod found on the south line of said 86.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 70.0723 acre tract and southeast corner hereof;

THENCE S 07° 40' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Accuracy Survey 17677-01.dwg

Surveyed by: Staudt Surveying, Inc.  
P.O. Box 1273  
10740 Fitzhugh Road, Ste. 102  
Dripping Springs, Texas 78620  
612-888-2239  
Plan Registration No.: 10001700



*Bryan D. Newsome* 12 November 2017  
Bryan D. Newsome Registered Professional Land Surveyor No. 6887 Date

EXHIBIT A-3

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

BEGINNING at an Iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

THENCE, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

THENCE, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 869.69 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 78.0723 acre tract as described in Volume 1128, Page 648 O.P.R.,H.C.T., said point being the beginning of a curve to the left;

THENCE, with the north line of the herein described tract, and the south line of said 78.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N81°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N76°43'32"E, for a distance of 441.06 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.,T.H.C.T.;

THENCE, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 580.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.,H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

THENCE, with the lines common to said 5.00 acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 368.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°36'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 160.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

{W1068793.2}

City of Dripping Springs  
Resolution No. 2021-R33  
City of Dripping Springs  
MUD Creation & Operation Agreement

Exhibit A-3 – Page 1 of 1

Dripping Springs MUD No. 1 Consent  
Page 13 of 18  
Dripping Springs MUD No. 1  
Page 45 of 51

EXHIBIT A-4

Oak Hill Surveying Co., Inc.  
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE E. 1/4 <sup>NE 1/4</sup> SECTION 12, T14N, R10E, S12E IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southwest corner of that certain forty (40.00) acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide ingress and egress easement described in a deed of record in Volume 101, Page 171 of the Hays County Deed Records.

THENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Meason by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-0 nail set in a fence corner post.

THENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the north boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are:  $r=15°12'13"$ ,  $R=689.28$  feet,  $T=91.99$  feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'54" E for 238.19 feet to an iron pin set for the northeast corner of the herein described tract.

{W1068793.2}

City of Dripping Springs  
Resolution No. 2021-R33  
City of Dripping Springs  
MUD Creation & Operation Agreement

Exhibit A-4 - Page 1 of 2

Dripping Springs MUD No. 1 Consent  
Page 14 of 18  
Dripping Springs MUD No. 1  
Page 46 of 51

May 25, 1909  
Re: 10.00 acre tract  
Page 2

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 09°49'13" W for 636.33 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

  
J. H. GALT  
Surveyor  
State of Florida  
No. 22,000  
9-3-93

Job 01646

Updated

9-3-93

EXHIBIT A-5

Oak Hill Surveying Co., Inc.  
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEASUR IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY NOTES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. G. and Nora Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

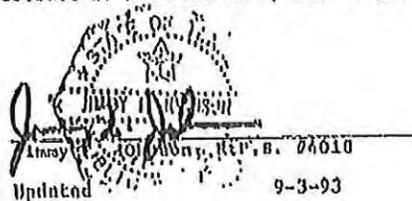
THENCE, along the east boundary line of the above described tract, N 6°12'10" E for 560.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.01 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Elena Bennett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 626.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southeast corner of the above described Bennett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 302.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

  
Aubrey W. Johnson, R.S. 04010  
Updated 9-3-93

Job #1651

**EXHIBIT B**

**CERTIFICATE OF LIENHOLDER'S CONSENT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF HAYS             §

PlainCapital Bank, Texas state bank, being the lienholder on a portion of the land that is proposed to be included in Dripping Springs Municipal Utility District No. 1, as described by metes and bounds on the attached Exhibit "1", hereby consents to the Petition for Creation of Dripping Springs Municipal Utility District No. 1 signed by Robert Mokhtarian, Individually; Robert Mokhtarian, Trustee for Edward Mokhtarian Trust; Robert Mokhtarian, Trustee for Edmund Mokhtarian; David Denbow, President of 740 Sports Park, LLC, a Texas limited liability company; and Clinton D. Cunningham and Dawn Cunningham concerning such land.

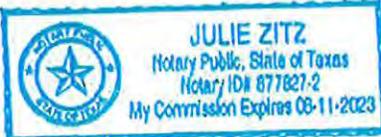
WITNESS MY HAND effective as of the 10<sup>th</sup> day of SEPTEMBER, 2021.

PlainsCapital Bank, a Texas state bank

By: [Signature]  
Printed Name: Tommy Ward  
Title: Vice President  
Date: 9-10-21

THE STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON     §

This instrument was executed before me on this 10<sup>th</sup> day of September, 2021, by Tommy WARD, VICE PRESIDENT of PlainsCapital Bank, a Texas state bank, on behalf of said bank.

(SEAL) 

[Signature]  
Notary Public Signature

EXHIBIT "1"

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

**BEGINNING** at an Iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

**THENCE**, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch Iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

**THENCE**, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch Iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.H.C.T., said point being the beginning of a curve to the left;

**THENCE**, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'20", and having long chord which bears N01°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N76°43'32"E, for a distance of 441.05 feet to a ½ inch Iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

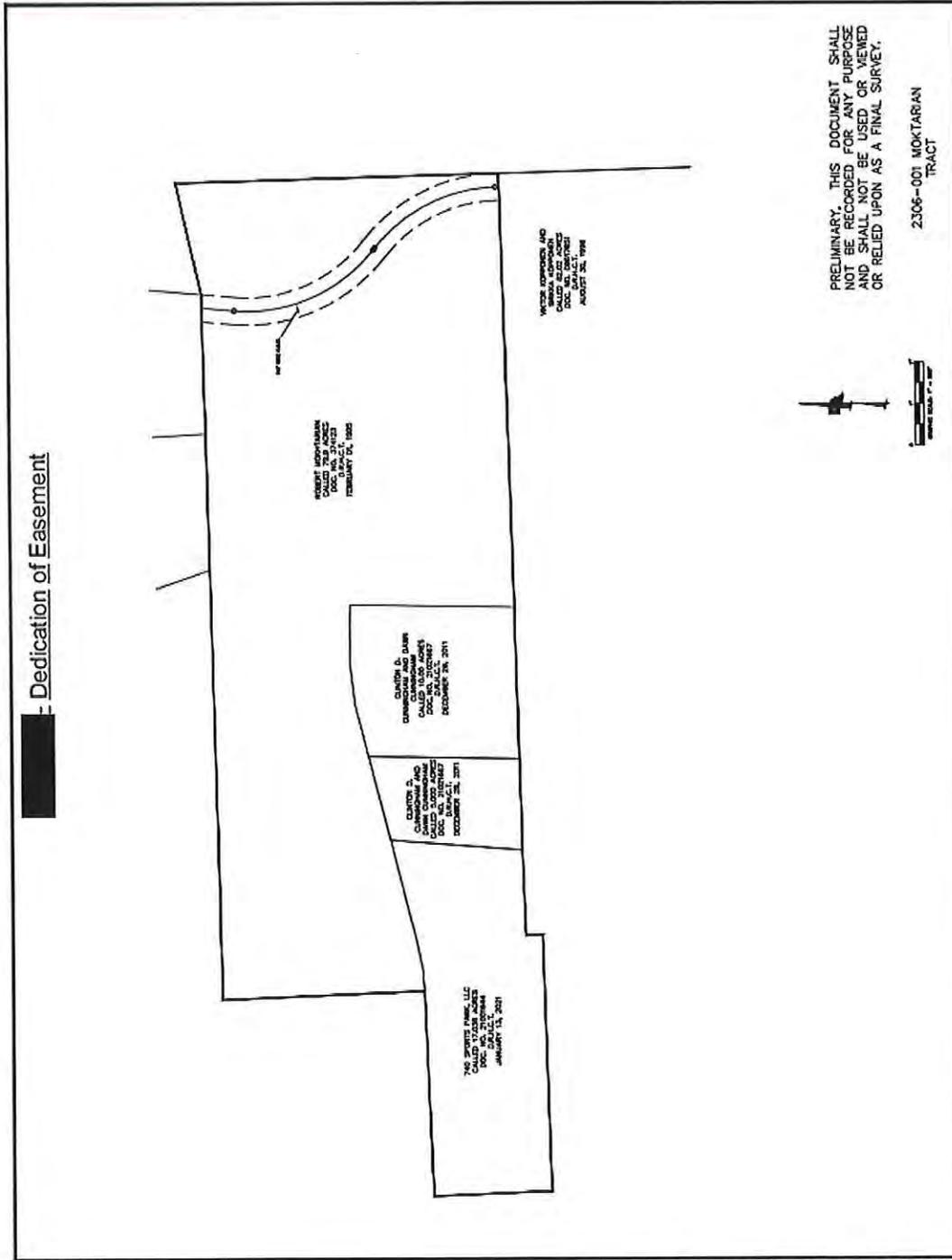
**THENCE**, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 580.13 feet to a ½ inch Iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

**THENCE**, with the lines common to said 5.00 acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch Iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch Iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch Iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

EXHIBIT D

Easement Dedications



**CITY OF DRIPPING SPRINGS**

**ORDINANCE NO. 2021-41**

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNERS APPROXIMATELY 111.1103 ACRES OF LAND INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF DRIPPING SPRINGS, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

**WHEREAS**, the City of Dripping Springs (“City”) is a Type-A, General Law municipality located in Hays County, Texas with the rights and privileges thereto; and

**WHEREAS**, Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex area adjacent to the municipality by petition of area landowners in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

**WHEREAS**, the City received a written petition from Clinton Cunningham and Dawn Cunningham requesting the voluntary annexation of the area described in Exhibit “A” on September 30, 2021; and

**WHEREAS**, the area identified in Exhibit “A”, 15 acres located in the P.A. Smith League, Hays County, Texas, is adjacent and contiguous to the city limits; and

**WHEREAS**, the City received a written petition from 740 Sports Park LLC, requesting the voluntary annexation of the area described in Exhibit “B” on October 1, 2021; and

**WHEREAS**, the area identified in Exhibit “B”, 17.038 acres located in the P.A Smith League, Hays County, Texas, is adjacent and contiguous to the city limits; and

**WHEREAS**, the City received a written from petition Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and as Trustee for Edmund Mokhtarian requesting the voluntary annexation of the area described in Exhibit “C” on October 12, 2021; and

**WHEREAS**, the area identified in Exhibit “C”, 79.0723 acres of the P.A. Smith League Survey, the C.H. Malott Survey and the Benjamin F. Mims Survey No. 8, Hays County, Texas, is adjacent and contiguous to the city limits; and

**WHEREAS**, the City Council granted the petitions and allowed City staff to proceed with negotiating the service agreement with the property owners, in accordance with Section 43.0672 of Texas Local Government Code; and

**WHEREAS**, the City Council conducted a public hearing and considered testimony regarding

the annexation of the property, in accordance with Section 43.0673 of Texas Local Government Code on October 19, 2021; and

**WHEREAS,** the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City.

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

**1. FINDINGS OF FACT**

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

**2. ANNEXATION OF TERRITORY**

- A. The property in the area described in Exhibit “A”, “B” and “C”, which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Dripping Springs, and is made an integral part, hereof.
- B. The official map and boundaries of the City of Dripping Springs are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City’s extraterritorial jurisdiction resulting from such annexation.
- C. An annexation agreement was executed prior to the annexation approval in accordance with Section 43.0672 of Texas Local Government Code and is attached hereto as part of Exhibit “A”, “B” and “C” and incorporated herein for all intents and purposes.
- D. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Dripping Springs and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

**3. EFFECTIVE DATE**

This ordinance is effective, and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

**4. FILING**

- A. The City Secretary is hereby instructed to include this Ordinance in the records of the City.
- B. The City Secretary is hereby instructed to have prepared maps depicting the new municipal

boundaries and extraterritorial jurisdiction.

- C. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.
- D. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas Comptroller’s Office.

**5. SEVERABILITY**

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

**6. PROPER NOTICE AND MEETING**

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

**PASSED AND APPROVED** this the 19<sup>th</sup> day of October 2021, by a vote of 3 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of the City of Dripping Springs, Texas.

**THE CITY OF DRIPPING SPRINGS:**



*Bill Foulds Jr.*  
 \_\_\_\_\_  
 Bill Foulds Jr.

**ATTEST:**

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

# EXHIBIT “A”

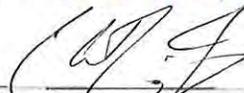
**PETITION REQUESTING ANNEXATION OF TERRITORY  
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

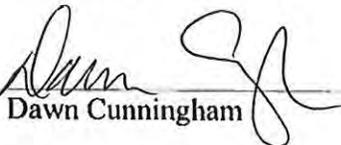
TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

**I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.**

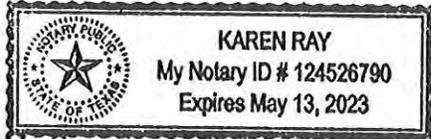
Dated: October 18, 2021.

  
\_\_\_\_\_  
Clinton Cunningham

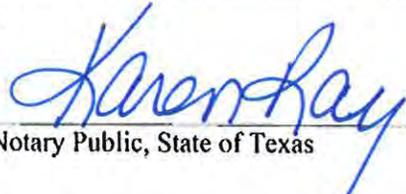
  
\_\_\_\_\_  
Dawn Cunningham

STATTE OF TEXAS  
COUNTY OF HAYS

This instrument was acknowledged before me on October 18 2021 by Clinton Cunningham and Dawn Cunningham.



My Commission Expires: \_\_\_\_\_

  
\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT A

## Property Legal Description:

## Tract 1:

Oak Hill Surveying Co., Inc.  
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

May 25, 1989

FIELD NOTES DESCRIBING A 10.00 ACRE TRACT OF LAND OUT OF THE P. 1<sup>st</sup> SECTION 1 LEAGUE IN HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO JACK HOWELL BY DEED RECORDED IN VOLUME 753, PAGE 252 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 10.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pin set at the southwest corner of the above said Jack Howell Tract, said point being situated at the most southerly southeast corner of that certain forty (40.00) acre tract of land conveyed to Dripping Springs Independent School District by deed recorded in Volume 646, Page 731 of the Hays County Deed Records, said point being situated on the north boundary line of a thirty (30) foot wide increase and egress easement described in a deed of record in Volume 181, Page 171 of the Hays County Deed Records.

THERENCE, along the north boundary line of said easement, same being the north boundary line of that certain 90.01 acre tract of land conveyed to Virginia B. Hesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records; S 89°47'00" E for 1077.21 feet to a 60-0 wall set in a fence corner post.

THERENCE, continuing along the fenced north boundary line of said 90.01 acre tract, same being the south boundary line of said Jack Howell Tract, the following two (2) courses:

1. N 0°16'55" E for 70.42 feet to an iron pin found.
2. S 89°45'13" E for 741.35 feet to an iron pin set for the southwest corner of the herein described tract and being the POINT OF BEGINNING.

THERENCE, through the interior of said Howell Tract, N 2°49'06" E for 636.99 feet to an iron pin set on the south boundary line of a proposed sixty (60) foot wide road, said point being situated at the northwest corner of the herein described tract.

THERENCE, continuing through the interior of said Howell Tract along the south boundary line of said proposed road, the following three (3) courses:

1. N 77°36'53" E for 224.62 feet to an iron pin set.
2. An arc distance of 182.90 feet along a curve to the right whose elements are:  $T=15^{\circ}12'13"$ ,  $R=689.28$  feet,  $T=91.99$  feet and whose chord bears N 85°13'00" E for 182.37 feet to an iron pin set.
3. S 87°10'56" E for 230.19 feet to an iron pin set for the northeast corner of the herein described tract.

May 25, 1989  
Re: 10.00 acre tract  
Page 2

THENCE, continuing through the interior of said Howell Tract, S 2°49'06" W for 691.47 feet to an iron pin set on the fenced north boundary line of said 90.01 acre Wesson Tract and being situated at the southeast corner of the herein described tract.

THENCE, along the north boundary line of said 90.01 acre tract and the south boundary line of said Howell Tract, N 89°45'13" W for 636.35 feet to the POINT OF BEGINNING of the herein described tract containing 10.00 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

  
Jimmy L. Johnson  
State of Michigan License No. 74010  
Surveyor

Job #1646

Updated

9-3-93

## Tract 2:

Oak Hill Surveying Co., Inc.  
6124 Hwy. 290 West • Austin, TX 78735 • (512) 892-2972

June 14, 1990

FIELD NOTES DESCRIBING A 5.000 ACRE TRACT OF LAND OUT OF THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 102.3069 TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 5.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pin found at the southwest corner of the above described remaining tract, said point being the southeast corner of a 17.0518 acre tract of land conveyed to J. C. and Hara Cardwell by deed recorded in Volume 797, Page 709 of the Hays County Deed Records; said point also situated on the north boundary line of a 90.01 acre tract of land conveyed to Virginia B. Wesson by deed recorded in Volume 220, Page 514 of the Hays County Deed Records.

THENCE, along the west boundary line of the above described tract, N 6°12'10" E for 760.25 feet to an iron pin found at the northwest corner of the herein described tract, and being the northeast corner of the 17.0518 acre Cardwell Tract.

THENCE, through the interior of said Main Pass Partner Tract along the south boundary line of a proposed sixty (60) foot wide road N 77°36'53" E for 361.81 feet to an iron pin found at the northeast corner of the herein described tract, same being the northwest corner of a 10.00 acre tract of land conveyed to Gary and Etela Dousett by deed recorded in Volume 795, Page 872 of the Hays County Deed Records.

THENCE, along the east boundary line of the herein described tract, S 2°49'06" W for 636.99 feet to an iron pin found at the southeast corner of the herein described tract, same being the southwest corner of the above described Dousett Tract, also being situated on the fenced north boundary line of the above described Virginia B. Wesson Tract.

THENCE, along the fenced south boundary line of the herein described tract, same being a fenced portion of the north boundary line of the above described Virginia B. Wesson Tract, N 89°45'13" W for 302.61 feet to the POINT OF BEGINNING of the herein described tract containing 5.000 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.

  
Jimmy R. Boone, R.P.S. #74018  
Updated 9-3-93

Job #1651

# EXHIBIT “B”

**PETITION REQUESTING ANNEXATION OF TERRITORY  
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

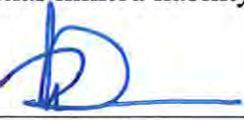
TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

**I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.**

Dated: 10/1, 2021.

**740 Sports Park, LLC**  
A Texas limited liability company

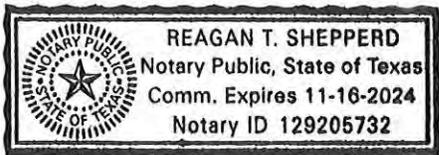
By:   
Name: David Denbow  
Title: Manager

STATTE OF TEXAS  
COUNTY OF HAYS

This instrument was acknowledged before me on October 1st, 2021 by David Denbow, Manager of 740 Sport Park, a Texas limited liability company, on behalf of said limited liability company.

  
Notary Public, State of Texas

My Commission Expires: 11-16-2024



## EXHIBIT A

## Property Legal Description:

BEING 17.038 ACRES OF LAND LOCATED IN THE P. A. SMITH LEAGUE IN HAYS COUNTY, TEXAS AND BEING THE SAME PROPERTY DESCRIBED IN VOLUME 4783, PAGE 307, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 17.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE NAD83 4203.

**BEGINNING** at an iron rod with cap stamped "KC ENG" found for the most southerly southeast corner of a called 40.00 acre tract described in Volume 646, Page 731 of the Hays County Deed Records (H.C.D.R.), said point also being on the north line of a called 82.02 acre tract described in Volume 367, Page 294 H.C.D.R. and being the southwest corner of the herein described tract;

**THENCE**, with an east line of said 40.00 acre tract and the west line of the herein described tract, N02°12'00"W, for a distance of 498.67 feet to a ½ inch iron rod found for the northwest corner of the herein described tract, same being the southwest corner of a called 1.18 acre tract as described in Document Number 1704138 OPRHCT.;

**THENCE**, with the south line of said 1.18 acre tract, and the north line of the herein described tract, N87°47'00"E, for a distance of 859.59 feet to a ½ inch iron rod found for the southeast corner of said 1.18 acre tract, same being the southwest corner of a called 79.0723 acre tract as described in Volume 1128, Page 849 O.P.R.,H.C.T., said point being the beginning of a curve to the left;

**THENCE**, with the north line of the herein described tract, and the south line of said 79.0723 acre tract, the following courses and distances:

1. with said curve to the left an arc length of 210.66 feet, said curve having a radius of 1001.01 feet, a central angle of 12°03'28", and having long chord which bears N61°45'16"E, for a distance of 210.27 feet to a calculated point for the end of said curve;
2. N76°43'32"E, for a distance of 441.05 feet to a ½ inch iron rod found for the northeast corner of the herein described tract, same being the northwest corner of a called 5.0001 acre tract as described in Volume 4258, Page 618 O.P.T.H.C.T.;

**THENCE**, with the east line of the herein described tract, same being the west line of said 5.0001 acre tract, S04°16'26"W, for a distance of 560.13 feet to a ½ inch iron rod with cap stamped "AST" set on the north line of a called 5.00 acre tract as described in Volume 2856, Page 201 O.P.R.H.C.T., said point being the southwest corner of said 5.0001 acre tract and the southeast corner of the herein described tract;

**THENCE**, with the lines common to said 5.00-acre tract and the herein described tract the following courses and distances:

1. S88°21'29"W, for a distance of 358.71 feet to a ½ inch iron rod found for the most northerly northwest corner of said 5.00 acre tract;
2. S01°35'01"E, for a distance of 69.68 feet to a ½ inch iron rod with cap stamped "AST" set;
3. S88°18'03"W, , at a distance of 150.23 pass a ½ inch iron rod found for the most westerly northwest corner of said 5.00 acre tract, same being the northeast corner of said 82.02 acre tract, continuing for a total distance of 1077.43 feet to the POINT OF BEGINNING and containing 17.038 acres of land, more or less.

# EXHIBIT “C”

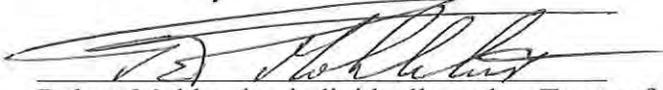
**PETITION REQUESTING ANNEXATION OF TERRITORY  
IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF DRIPPING SPRINGS, TEXAS.

The undersigned owner of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Dripping Springs, Texas, the territory being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

**I certify that the above described tract of land is contiguous and adjacent to the City of Dripping Springs, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.**

Dated: 10/12, 2021.



Robert Mokhtarian individually and as Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian

STATTE OF CALIFORNIA

COUNTY OF Los Angeles

This instrument was acknowledged before me on 10-12, 2021 by Robert Mokhtarian, Robert Mokhtarian Trustee for Edward Mokhtarian, and Robert Mokhtarian Trustee for Edmund Mokhtarian.

A. Valadez  
Notary Public, State of California

My Commission Expires: 09-23-2024

See attached CA Acknowledgment  
10-12-2021 A-V,

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

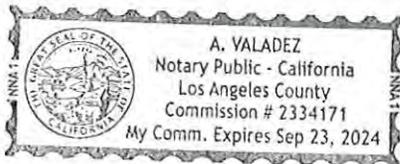
On 10-12-2021 before me, A. Valadez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Robert Mokhtarian  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature A. Valadez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Petition Requesting Annexation of Territory

Title or Type of Document: \_\_\_\_\_ Document Date: 10-12-2021

Number of Pages: 1 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## EXHIBIT A

## Property Legal Description:

## Tract 1:

FIELD NOTES DESCRIBING A 79.0723 ACRE TRACT OF LAND OUT OF THE P.A. SMITH LEAGUE SURVEY, THE C.H. MALOTT SURVEY AND THE BENJAMIN F. MIMS SURVEY NO. 8 IN HAYS COUNTY, TEXAS, SAID 79.0723 ACRE TRACT OF LAND BEING OUT OF AND A PORTION OF THAT CERTAIN 85.2757 ACRE TRACT OF LAND CONVEYED TO MAIN PASS PARTNERS, LTD. BY DEED RECORDED IN VOLUME 785, PAGE 605 OF THE HAYS COUNTY, TEXAS DEED RECORDS, SAID 79.0723 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING at an iron pin found at the Northeast corner of that certain 40.00 acre tract of land conveyed to Dripping Springs Independent School District by Deed Recorded in Volume 646, Page 731 of the Hays County, Texas Deed Records, said point being situated at the most Northerly Northwest corner of said 85.2757 acre tract.

THENCE, along the fenced North boundary line of said 85.2757 acre tract, same being the South boundary line of that certain tract of land conveyed to Robert F. Shelton by deed recorded in Volume 143, Page 16 of the Hays County, Texas Deed Records, the following three (3) courses:

1. S 89°27'58" E for 465.05 feet to an iron pin found.
2. S 89°29'16" E for 2496.82 feet to a 60+D" nail found.
3. N 79°12'52" E for 480.33 feet to an iron pin found on the West boundary line of that certain 423.54 acre tract of land conveyed to B.T. Cowden by deed recorded in Volume 827, Page 81 of the Hays County, Texas Deed Records, same being the Northeast corner of the herein described tract.

THENCE, along the fenced West boundary line of said 423.54 acre tract, S 0° 20'06" W for 1362.07 feet to an iron pin found at the Northeast corner of that certain 82.02 acre tract of land conveyed to Lidia Crabb, Trustee, by deed recorded in Volume 367, Page 294 of the Hays County, Texas Deed Records, same being the Southeast corner of the herein described tract.

THENCE, along the fenced North boundary line of said 82.02 acre tract, N 89°45'13" W for 1821.90 feet to an iron pin found at the Southeast corner of that certain 10.00 acre tract of land conveyed to Gary and Fiocla Doucet by deed recorded in Volume 795, Page 782 of the Hays County, Texas Deed Records.

THENCE, along the East boundary line of said 10.00 acre tract, N 2°49'06" E for 691.47 feet to an iron pin found on the South boundary line of a proposed sixty (60) foot wide street.

THENCE, along the South boundary line of said proposed sixty foot wide street the following five (5) courses:

1. N 87°10'54" W for 238.19 feet to an iron pin found.
2. An arc distance of 182.90 feet along a curve to the left whose elements are: I = 15°12'13", R = 689.28', T = 91.99', and whose chord bears S 85°13'00" W for 182.37 feet to an iron pin found.
3. S 77°36'53" W for 1026.64 feet to an iron pin found.
4. An arc distance of 120.16 feet along a curve to the right whose total elements are: I = 12°02'49", R = 1007.77', T = 106.33', and whose subchord bears S 81°01'50" W for 120.09 feet to an iron pin found.
5. An arc distance of 91.72 feet along a curve to the right whose elements are: I = 5°12'53", R = 1007.77', T = 45.89' and whose chord bears S 87°03'15" W for 91.69 feet to an iron pin found.

THENCE, along the East boundary line of said 40.00 acre Dripping Springs Independent School District Tract; N 0°20'18" W for 847.82 feet to the POINT OF BEGINNING of the herein described tract containing 79.0723 acres of land.

I HEREBY CERTIFY that these notes were prepared from a survey made on the ground under my supervision according to law and are true and correct to the best of my knowledge.


  
 JIMMY F. JOHNSON, R.P.L.S. #4018

## Tract 2:

## FIELDNOTE DESCRIPTION

DESCRIPTION OF A STRIP OF LAND, 60-FEET (60') IN WIDTH, TOTALING 1.18 ACRES IN THE PHILIP A SMITH LEAGUE SURVEY NO. 28, A-416, IN HAYS COUNTY, TEXAS, BEING THE REMAINING PORTION OF THAT CALLED 85.2767 ACRE TRACT DESCRIBED IN THE WARRANTY DEED TO MAIN PASS PARTNERS, LTD., OF RECORD IN VOLUME 786, PAGE 808, REAL PROPERTY RECORDS, HAYS COUNTY, TEXAS (RPRHCT), LESS THAT CALLED 79.0723 ACRE TRACT SEVERED FROM SAID 85.2767 ACRE TRACT AND DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO ROBERT MOKHTARIAN, ET ALIA, OF RECORD IN VOLUME 1128, PAGE 849, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 1.18 ACRE STRIP OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Bearing Basis: Grid Bearings of the Texas Coordinate System of 1983, Texas South Central Zone (4204), US Survey Feet, Reference Frame: NAD\_83(2011)(Epoch:2010.0000); Combined Scale Factor: 0.99992022; Mapping Angle: 0° 27' 07". Distances cited herein are surface.

COMMENCING for reference at iron rod with cap stamped "KC ENG" found on the north line of a 30' wide Ingress & Egress Easement described in Volume 181, Page 171, Deed Records Hays County, Texas (DRHCT), being the most southerly southeast corner of a called 40.00 acre tract described in the General Warranty Deed to The City of Dripping Springs, of record in Volume 1462, Page 671, OPRHCT, same being the southwest corner of that called 17.0518 acre described in the Warranty Deed with Vendor's Lien to Jean-Claude Cardwell, and wife, Mara Cardwell, of record in Volume 767, Page 709, RPRHCT;

THENCE N 02° 13' 09" W, with the east line of said 40.00 acre tract, the following three (3) courses and distances:

- 1) N 02° 13' 09" W, with the west line of said 17.0518 acre tract, 498.64 feet to a 1/4-inch iron rod found for the northwest corner of said 17.0518 acre tract, same being the westerly southwest corner of said 85.2767 acre tract, and POINT OF BEGINNING herein;
- 2) N 02° 13' 09" W, 60.00 feet to a 1/4-inch iron rod found for a southeast reentrant corner of said 40.00 acre tract, and a most westerly northwest salient corner of said 85.2767 acre tract and herein, and
- 3) N 87° 48' 51" E, 859.70 feet to a 1/4-inch iron rod found on the west line of said 79.0723 acre tract, and being the northeast corner herein; and from which point, a 1/4-inch iron rod found for the northeast corner of said 40.00 acre tract, and the northwest corner of said 79.0723 acre tract bears N 02° 13' 09" W, 786.07 feet;

THENCE S 02° 13' 09" E, crossing said 85.2767 acre tract with said west line of 79.0723 acre tract, 60.00 feet to a 1/4-inch iron rod found on the south line of said 85.2767 acre tract, same being the north line of said 17.0518 acre tract, for a southwest corner of said 79.0723 acre tract and southeast corner herein;

THENCE S 87° 48' 51" W, with the south line of said remainder tract, and north line of said 17.0518 acre tract, 859.70 feet to the POINT OF BEGINNING containing 1.18 acres of land, more or less, within these metes and bounds.

This description accompanied by Staudt Surveying, Inc. Boundary Survey 17077-01.dwg

Surveyed by: Staudt Surveying, Inc.  
P.O. Box 1273  
16740 Fitzhugh Road, Ste. 102  
Dripping Springs, Texas 78620  
512-868-2236  
Firm Registration No.: 10091700



*Bryan D. Newsome* 13 November 2017  
Bryan D. Newsome Registered Professional Land Surveyor No. 5657 Date

Work Order #	Title	WO Status
00380	MD002-30000-Replace Fuel Filters (Engine and Frame	Void
00379	MD002-45000-Replace Air Inlet Foam Filter	Completed
00378	MD004-15000-Ball Joints (Lubricate)	Completed
00377	MD004-7500-Oil Change and Filter	Completed
00375	MD003-7500-Oil Change	Completed
00374	Mercer St. Banner swap	Void
00373	Mercer St. brush clean up	Completed
00372	MD002 wipers	Completed
00371	BD003 Oil Change	Completed
00370	Platform for paint shed swrf	Completed
00369	Parking lot base	Completed
00368	Weed Eat around Drip Fields and LS	Completed
00367	MD005 recall	Completed
00366	College Street 50 amp service install	Completed
00365	Mount HAM Radio tower	New Work Order
00364	EM001 to estimator for damage repair	New Work Order
00363	Butterfly Valve Repair - Digester 2	New Work Order
00362	Meter Reads	Completed
00361	Mow Lift Stations	Completed
00360	All US flags to Half-Staff until Sunset 3/31/2023	Completed
00359	567 pecos river crossing	Completed
00358	Please remove bench structure.	Completed
00357	Trim the trees on the trail on the north side	Completed
00356	Tool Inventory	Completed
00355	MD002 Emission Recall 20E07	Completed
00354	Move Supplies to Shipping Container	New Work Order
00353	Backfill Hole in Field 44	Completed
00352	FMP Telephone pole replacement	Completed
00351	MD003-7500-Oil Change	Completed
00350	MD003 and MD005 Registration	Completed
00349	PW004 Brake light out	Completed
00348	Trash disposal	Completed
00347	Rob Shelton ROW mowing	Completed
00346	Sports Park Rd. ROW Mowing	Completed
00345	Founders Pool light pole(s) power check	Completed
00344	Office #7 painting	Completed
00343	Office Furniture Relocation	Completed
00376	MD004 Alignment Issues and Tire Wear	Completed
00342	Orange Fence removal	Completed
00341	Wallace St. Pothole	Completed
00340	PW004 - Oil Change	Completed
00339	Door Knob Repair	Completed
00338	Herbicide application	New Work Order
00337	Mulch Dump	Completed
00336	Handrail and landing replacement	In Progress

00335	Wallace and San Marcos	Void
00334	Stop Sign San Marcos and Wallace st.	Completed
00333	MD006 Oil Change	Completed
00332	Sign removal	Completed
00331	Ranch House septic tank	Completed
00330	Container canopy install	In Progress
00329	Ex mark	Completed
00328	Furniture moving	Completed
00327	MD004 Inspection needed	Completed
00326	MD002 Inspection needed	Completed
00325	Install bollards around Generac generator.	In Progress
00324	Install new lock on CB panel(s) on Mercer St.	Completed
00323	Install new lock on CB Panel on College St.	Completed
00322	DSRP A/C Filter check/replacement	Completed
00321	Ranch House A/C Filter Replacement	Completed
00320	Repair Road to WWTP	Completed
00319	Barn Water Valve non-operational	Completed
00318	Skid Steer hydraulic fitting leaking	Completed
00317	Reinstall handicap sign	Void
00316	Scorekeeper shack maintenance	Completed
00315	Fix gate & clean up area inside the electrical box	Completed
00314	Take down signs at Adult Softball Fields *See pict	Completed
00313	RP002 Safety Recall	Completed
00312	MD003 Inspection needed	Completed
00311	MD005 Inspection needed	Completed
00310	MD002 Oil Change	Completed
00309	Spare tire	Completed
00308	Ramirez Ln Pot holes	Completed
00307	Weeds	Completed
00306	Springlake Dr. Potholes	Completed
00305	Handicap sign	Completed
00304	Flower pot	Completed
00303	DRIP Field Main and Return Line Repair	Completed
00302	Gate Valve Install RAS	Completed
00301	Council Chamber Air Duct cover cleaning	Completed
00300	Close/Lock Door to storage room	Completed
00299	395 Mason Court Water Meter	Completed
00298	Re-attach fence panels at Ranch House	Completed
00297	Hitch Lock Key copies made	Completed
00296	City Hall Kitchen - Multi-Outlet Cord Failure	Completed
00295	Dog Waste Bags Founders	Completed
00294	Pool Fence Netting	New Work Order
00293	Fallen Tree Disposal @ Adult Softball Field Pleas	Completed
00292	Set Water Meter 102 Yellow Rose	Completed
00291	Diesel In WWTP Generator	Completed
00290	Landscaping - VMP	Completed
00289	Landscaping - Rob Shelton	Completed
00288	Storm Damage - SRP	Completed

00287	New Banner Install - DSRP - SRP	Completed
00286	Wind Damage - VMP	Completed
00285	Weed Control - Rob Shelton	Completed
00284	Weed Control - Rob Shelton	Completed
00283	Possible toilet leak	Completed
00282	Drain	Completed
00281	Ice storm recovery	Completed
00280	Digester Valve Repair	In Progress

Maintenance and Facility Work Order Report  
March 2023

Priority	Origin	Source Asset	Source User
	PM	MD002 - 2018 Ford F-350	Craig Rice
	PM	MD002 - 2018 Ford F-350	Sonny Garza
	PM	MD004 - 2018 Ford F-250	Craig Rice
Medium - 3-7 days	PM	MD004 - 2018 Ford F-250	Craig Rice
	PM	MD003 - 2019 Ford F-150	Craig Rice
Medium - 3-7 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM	MD002 - 2018 Ford F-350	Sonny Garza
Low - 7-15 days	Non-PM	BD003 - 2022 Chevy Blazer	Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Wacey Henager
Low - 7-15 days	Non-PM	MD005 - 2021 Ford F-150	Sonny Garza
Medium - 3-7 days	Non-PM		Craig Rice
Low - 7-15 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM	EM001 - 2022 Chevy 1500	Craig Rice
Medium - 3-7 days	Non-PM		Wacey Henager
High - 1-3 days	Non-PM		Wacey Henager
High - 1-3 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Andrew Thompson
High - 1-3 days	Non-PM		Wacey Henager
Low - 7-15 days	Non-PM	MD002 - 2018 Ford F-350	Craig Rice
Medium - 3-7 days	Non-PM		Gray Lahrman
High - 1-3 days	Non-PM		Wacey Henager
Low - 7-15 days	Non-PM		Andrew Thompson
	PM	MD003 - 2019 Ford F-150	Sonny Garza
Medium - 3-7 days	Non-PM	MD003 - 2019 Ford F-150	Craig Rice
Medium - 3-7 days	Non-PM	PW004 - 2019 Ford F-150	Sonny Garza
High - 1-3 days	Non-PM		Andrew Thompson
Low - 7-15 days	Non-PM		John Hill
Low - 7-15 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
High - 1-3 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM	MD004 - 2018 Ford F-250	Craig Rice
Low - 7-15 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Sonny Garza
Low - 7-15 days	PM	PW004 - 2019 Ford F-150	Sonny Garza
Medium - 3-7 days	Non-PM		John Hill
Low - 7-15 days	Non-PM		Billy Stevens
Medium - 3-7 days	Non-PM		Anthony Pennell
High - 1-3 days	Non-PM		Sonny Garza

Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM	MD006 - 2022 GMC 2500	Andrew Thompson
Low - 7-15 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM	PW-Exmark-LzrZ	Sonny Garza
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM	MD004 - 2018 Ford F-250	John Hill
Low - 7-15 days	Non-PM	MD002 - 2018 Ford F-350	Sonny Garza
Low - 7-15 days	Non-PM		Craig Rice
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Wacey Henager
Low - 7-15 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM	PCS-New Holland-L228	Sonny Garza
Low - 7-15 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM	RP002 - 2021 Ford F-350	Sonny Garza
Low - 7-15 days	Non-PM	MD003 - 2019 Ford F-150	Sonny Garza
Low - 7-15 days	Non-PM	MD005 - 2021 Ford F-150	Riley Sublett
Spare Time	Non-PM	MD002 - 2018 Ford F-350	Craig Rice
Medium - 3-7 days	Non-PM	PCS-Texas Pride-Dmp Trlr	Andrew Thompson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		John Hill
Critical - ASAP	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		John Hill
Critical - ASAP	Non-PM		Gray Lahrman
Medium - 3-7 days	Non-PM		Anthony Pennell
Low - 7-15 days	Non-PM		Andrew Thompson
High - 1-3 days	Non-PM		John Hill
Critical - ASAP	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		Sonny Garza
Low - 7-15 days	Non-PM	PCS-Texas Pride-Dmp Trlr	Sonny Garza
Medium - 3-7 days	Non-PM		John Hill
High - 1-3 days	Non-PM		John Hill
Low - 7-15 days	Non-PM		Craig Rice
Medium - 3-7 days	Non-PM		Sonny Garza
High - 1-3 days	Non-PM		Anthony Pennell
High - 1-3 days	Non-PM		Anthony Pennell
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill

Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		John Hill
Medium - 3-7 days	Non-PM		Robert Hutson
Medium - 3-7 days	Non-PM		Andrew Thompson
Medium - 3-7 days	Non-PM		Sonny Garza
Medium - 3-7 days	Non-PM		Billy Stevens

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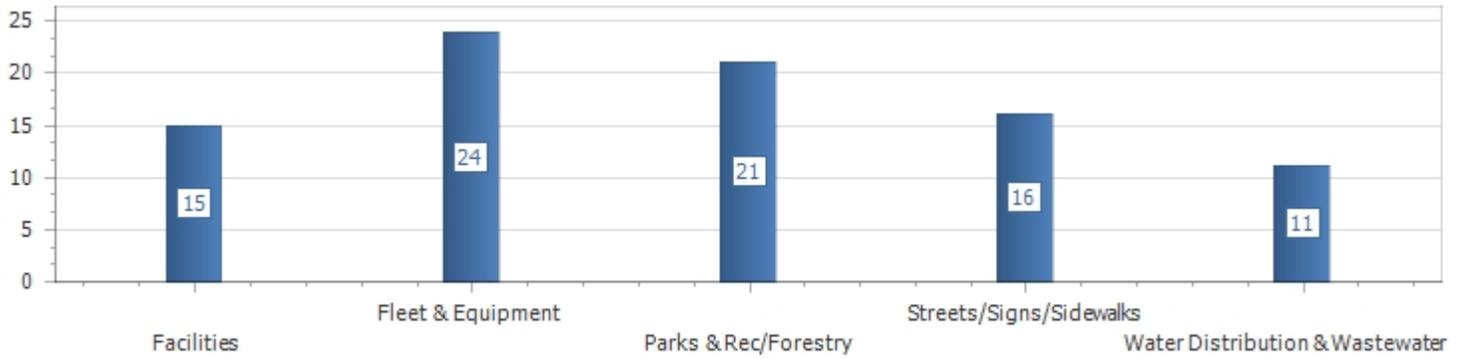
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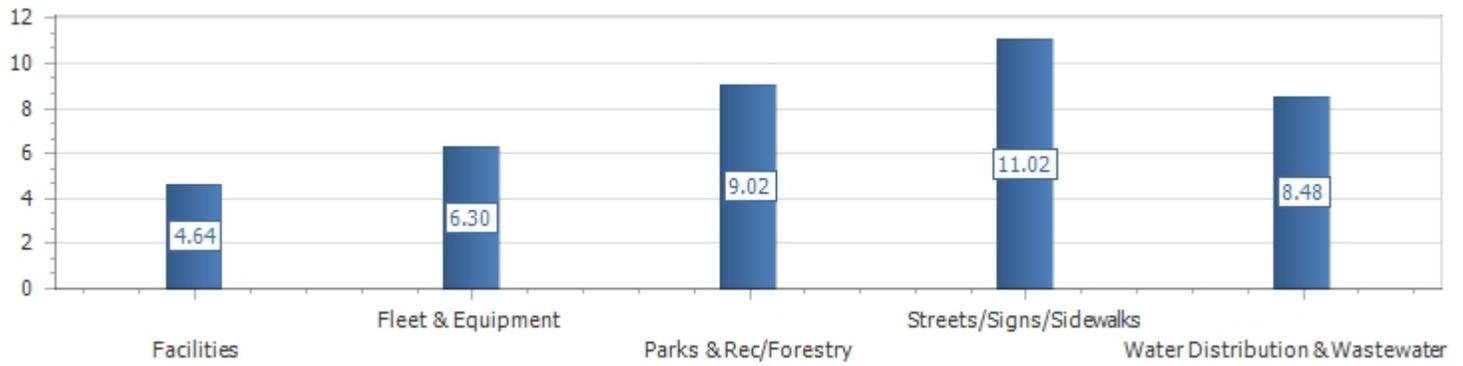
# Completed WOs by Site Analysis

Date Printed: 04/12/2023

## Total



## Average days to close



Site	Total	Average days to close
Facilities	15	4.64
Fleet & Equipment	24	6.30
Parks & Rec/Forestry	21	9.02
Streets/Signs/Sidewalks	16	11.02
Water Distribution & Wastewater	11	8.48

## Report Parameters

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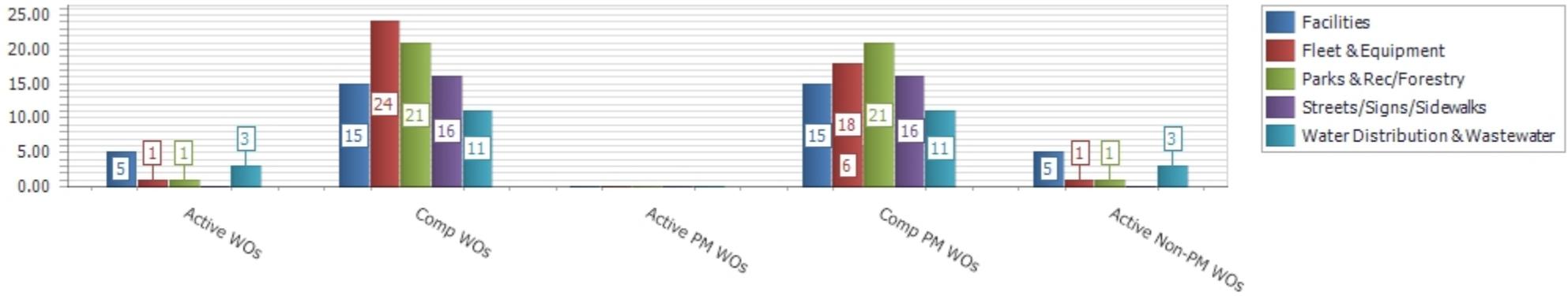
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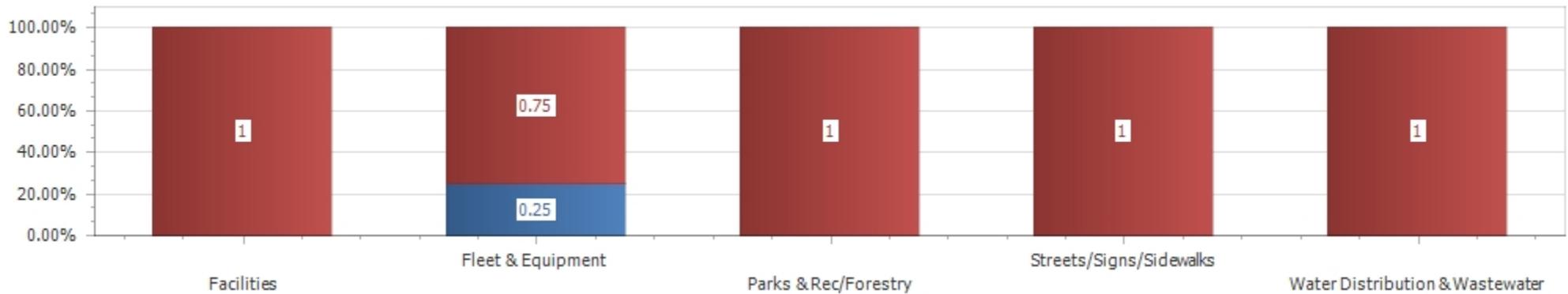
Tags:

# Site Comparison

Date Printed: 04/12/2023



## PM vs Non-PM Comp. WOs



Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
Facilities	Dripping Springs	5	15	0	0	5	15	1078.22	41.77	53.91	2.09
Fleet & Equipment	Dripping Springs	1	24	0	6	1	18	3680.94	33.50	147.24	1.34
Parks & Rec/Forestry	Dripping Springs	1	21	0	0	1	21	1323.37	57.50	60.15	2.61
Streets/Signs/Sidewalks	Dripping Springs	0	16	0	0	0	16	1203.02	38.75	75.19	2.42
Water Distribution & Wastewater	Dripping Springs	3	11	0	0	3	11	2176.42	111.25	155.46	7.95

## Report Parameters

Filter:

Search:

# Site Comparison

Item 14.

Date Printed: 04/12/2023

Page 2 of 2

Site	Region	Active WOs	Comp WOs	Active PM WOs	Comp PM WOs	Active Non-PM WOs	Comp Non-PM WOs	WO Cost \$	WO Hours	Avg Cost \$	Avg Hours
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Advanced Filters: [ Originated ] Between '03/01/2023' And '03/31/2023'

Tags:

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	Waiting on Resubmittal
SUB2021-0069 Cannon Ranch Ph 1 Construction Plans	CL	Cannon Ranch Road	Development of 122 residential lots with public roadways, utilities, and drainage features.	Approved with conditions
SUB2021-0073 Hardy Preliminary Plat	CL	2901 W US 290	41 Residential lots on 39.341	Under Review
SUB2022-0002 Hays Street Subdivision	CL	102 Bluff Street	Subdivision of 6 residential lots in the Historic District	Approved with conditions
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
SUB2022-0012 Driftwood Sub Ph 3 Sec 1 FP	ETJ	17901 FM 1826	Final Plat for 1 Commercial Lot	Waiting for Resubmittal
SUB2022-0013 Driftwood Sub Ph 3 Sec 2 FP	ETJ	17901 FM 1826	FP for 11 single-family residential lots, 1 open space lot, and 1 private street lot on 34.67 acres	Waiting for Resubmittal
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
SUB2022-0021 Headwaters at BC Phase 3 CP	ETJ	Intersection of Hazy Hills Loop and Roy Branch Road	Construction Plans	Approved with conditions
SUB2022-0023 Overlook at Bunker Ranch CP	CL	2004 Creek Road	Construction Plans for 12 single family lots with 1 drainage lot	Approved with conditions
SUB2022-0028 Parten Ranch Phase 8	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	90 Lot Subdivision	Approved 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 Force mains Ph I and II	ETJ	FM 150	12 inch treated effluent line and 10 inch wastewater force mains to connect with Dripping Springs WWTP	Approved with conditions
SUB2022-0039 Village Grove Preliminary Plat	CL	Sports Park Rd	Village Grove PDD. This is 112.40 acres including 207 lots, 511 residential units, and 6.82 acres will be commercial	Waiting for Resubmittal
SUB2022-0040 102 S Bluff St CP	CL	Hays st	Construction Plans for 7 lots. Six of which are residential and 1 will be landscaping	Waiting for Resubmittal
SUB2022-0041 Hays St Preliminary Plat	CL	Hays st	Preliminary Plat for 7 lots. Six of which are residential and 1 will be landscaping	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 with conditions
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
SUB2022-0045 Ellington Estates MP	ETJ	206 Darden Hill Rd	Legalizing the lot	Under Review
SUB2022-0046 Kali Kate	ETJ	4550 FM 967	City of Dripping Springs and City of Buda Interlocal Agreement	Waiting for Resubmittal
SUB2022-0047 Ariza West 290	ETJ	13900 W US Highway 290	The Final Plat for an apartment complex	In Administrative Completeness
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 ROAD	50 Lot subdivision in Dripping Springs ETJ	Approved with conditions
SUB2022-0050 North 40, Section 2, Block B, Lots 1, 2, 29, and 30	CL	28501 RR 12	Amending Plat to combine 4 lots into 1	Waiting for Resubmittal
SUB2022-0052 Village Grove Phase 1 CP	CL	Sports Park Rd	The construction plans for phase 1 of the Village Grove development	Waiting for Resubmittal
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
SUB2023-0004 Driftwood 967, Ph 1, Lot 2 Replat	ETJ	FM 967 at FM 1826	Subdividing 1 lot to 11 lots to be part of the Driftwood Development	Waiting for Resubmittal
SUB2023-0005 Skylight Hills Prelim	ETJ	13001 & 13111 High Sierra	Creating 11 residential lots in the ETJ	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	Waiting for Resubmittal
SUB2023-0007 Skylight Hills Construction Plans	ETJ	13001 & 13111 High Sierra	Creating the infrastructure of 11 residential lots	Waiting for Resubmittal
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	Under Review
SUB2023-0009 Needham Estate, Lot 3 Replat	ETJ	701 Needham Rd	Dividing lot 3 into two lots, 3A and 3B.	Under Review
SUB2023-0010 Caliterra Phase 5 Section 13 Prelim	ETJ	Bridge Water Loop at Kelsey Lane	Prelim plat for 11 new lots in phase 5 section 13	Under Review
SUB2023-0012 Springlake Lot 57 Replat	ETJ	100 Oakview Dr	Subdivide the existing tract of land into two newly platted tracts of land.	Under Review
SUB2023-0011 Big Sky Ranch Phase 3 AP	CL	171 Sue Peak Loop	Amending plat to accommodate builders larger home designs.	Under Review
SUB2023-0013 WT Chapman, 5th Addition, Lots 1-4 Amending Plat	CL	216 South Bluff St	Dividing 1 lot into 4.	Under Review
SUB2023-0014 Parten Ranch Phase 8 CP	ETJ	End of Bird Hollow near Trickling Brook Road Intersection	81.03 acres with 87 single family lots and 3 drainage / open space lots and right of way.	Under Review
SUB2023-0015 CAK Capital Office Building AP	CL	28496 Ranch Road 12	Removal of lot line between LOTS 1-2 BLK A, to create LOT 1 BLK A	Under Review

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 on resubmittal
SD2021-0030 Belterra Townhomes	ETJ	Belterra	Seven townhome units with associated parking, sidewalk, utilities, and drainage	Waiting on 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 on 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 on resubmittal
SD2022-0010 Wenty's Wine Bar	ETJ	5307 Bell Springs Rd	Wine bar and associated improvements	Waiting on resubmittal
SD2022-0007 Heritage Effluent Line Stage II Extension	CL	511 Mercer Street	Extension of the existing 12" effluent line north along RR12, along with an 8" effluent line that spans from Rob Shelton, across Hwy 290, and north to Heritage Stage 2	Waiting on resubmittal
SD2022-0008 Patriot's Hall Phase 1B	ETJ	231 Patriots Hall Blvd	New Patriot's Hall event building with parking, infrastructure and water quality	Waiting on resubmittal
SD2022-0013 DS Flex Business Park	CL	28513 RR 12	Construction of two shell buildings with accompanying site improvements	Waiting on 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
SD2022-0016 JWLP Lot 6 Revision 1	CL	249 Sportsplex Drive	Revision to the original site plan	Waiting on resubmittal
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 on 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 on resubmittal
SD2022-0020 Merigian Studios	ETJ	105 Daisy Lane	Art studio with driveway, parking, and external structures	Approved w/ Conditions
SD2022-0022 Belterra Medical Office	ETJ	164 Belterra Village Way	Medical office building with associated parking, sidewalk, utility and drainage improvements	Approved
SD2022-0023 Christian Automotive	ETJ	100 N. Canyonwood Drive	Construction of an approximately 6,000 square feet of light automotive facility	Approved w/ Conditions
SD2022-0024 4400 US 290 SP	ETJ	4400 US 290	7 Commercial Buildings in the ETJ	Waiting on resubmittal
SD2022-0025 Hardy Drive	ETJ	2901 US 290	Construction of a road for the Hardy and Bunker Ranch development to meet fire code	Waiting on resubmittal
SD2022-0027 Sawyer Ranch Lot 3A	CL	13341 W US 290	Lot 3A of the Sawyer Ranch at US 290 development. This consists of commercial buildings with parking, sidewalks, and utilities.	Approved w/ Conditions
SD2022-0029 Headwaters Commercial East Phase 1 SP	CL	Headwaters Blvd.	Development of a preschool with associated utility infrastructure, storm infrastructure, parking lot improvements, and a water quality/detention pond that accounts for future developments	Waiting on resubmittal
SD2022-0031 WHIM Corporate Site Plan	CL	27950 RR12	The construction of the corporate HQ for WHIM along with the site improvements needed and as shown in the site plan.	Waiting on resubmittal
SD2022-0032 Driftwood Ranch Clubhouse	ETJ	17901 FM 1826	Clubhouse buildings and parking	Approved
SD2022-0037 Burlebo	ETJ	149 American Way	Warehouse/office for business and distribution operation of Burlebo	Approved
SD2022-0038 CAK Capital Office Building	CL	28496 Ranch Road 12	Site improvements for future detached office building	Approved w/ Conditions
SD2022-0039 Big Sky Ranch WWTP	CL	Sue Peaks Loop	Temporary Wastewater Treatment Plan and subsurface area drip disposal system to serve Big Sky Development	Waiting on resubmittal
SD2022-0041 Dripping Springs Urgent Care	CL	164 Belterra Village Way	Ground up development of an urgent care facility within the Belterra Commercial District	Waiting on resubmittal
SD2022-0042 Suds Brothers Car Wash	CL	610 W Hwy 290	Rapid car wash facility	Waiting on resubmittal
SD2022-0043 Tiger Lane Office Complex	CL	Tiger Lane	Office complex with potential for food trucks	Waiting on resubmittal
SD2023-0001 Arrowhead Ranch Offsite Wastewater Extension	CL	Arrowhead Ranch	To connect the existing wastewater improvements from Arrowhead to the City wastewater system.	Approved w/ Conditions
SD2023-0002 Fitzhugh Corners	ETJ	15310 Fitzhugh Road	A 13,908 sq ft building with site improvements	Waiting on resubmittal
SD2023-0003 Dutch Bros Coffee	ETJ	12400 US Hwy. 290	Revision to the Ledgestone Commercial East Site Plan specifically for Dutch Bros Coffee	Approved
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 on resubmittal
SD2023-0005 DGRC Creek Phase 1 WQ Pond Revision	ETJ	Thurman Roberts Way Driftwood	Water Quality pond revision	Under Review
SD2023-0006 DS Vet Clinic	CL	Cortaro Dr & RR 12	2 Phase Site Development Plan with 3,957sf veterinarian clinic with paving, drainage and utility infrastructure	Waiting on 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

Site Development Project Name	City Limits / ETJ	Location	Description	Status
SD2023-0008 102 Rose Drive	CL	102 Rose Dr	Construction of tow additional duplexes w/ accompanying site improvements	Waiting on resubmittal
SD2023-0009 Paloma	CL	235 Sports Park Rd	Adding improvements to the site	Waiting on 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.	Under Review
SD2021-0031A Rob Shelton Blvd. Extension CP	CL	27110 Ranch Road 12	Full depth new construction of Rob Shelton Blvd with curb and gutter, rasied median, illumination and storm drain	Approved
SD2023-0011 Amazing Explorers Academy	ETJ	Ledgestone	Daycare facility, including driveways, parking areas; and water, wastewater, and stormwater facilities.	Under Review

<i>Ongoing Projects</i>	
Comprehensive Plan	Meetings with DTJ
Gateway Village	City Council to make ultimate decision on April 18
Cannon Mixed-Use	Back and forth comments
PDD2023-0001 Madelynn Estates	New PDD